City of Lubbock, Texas
Regular City Council Meeting
December 10, 2024

Mark W. McBrayer, Mayor
Christy Martinez-Garcia, Mayor Pro Tem, District 1
Gordon Harris, Councilman, District 2
David Glasheen, Councilman, District 3
Brayden Rose, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Tim Collins, Councilman, District 6

W. Jarrett Atkinson, City Manager
Matt Wade, City Attorney
Courtney Paz, City Secretary

http://www.mylubbock.us

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (806)775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices), §551.086 (Public Power Utilities: Competitive Matters), §551.087 (Deliberations regarding Economic Development Negotiations).

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.

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

12:30 p.m. - City Council convenes in City Council Chambers and immediately recesses into Executive Session.

1. **Executive Session**

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

1. 1. 1. Community Development & Services Board

1. 1. 2. Comprehensive Plan Oversight Committee

1. 1. 3. Lubbock State School, Block 1

1. 1. 4. Central Business District

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

1. 2. 1. Lubbock State School, Block 1

1. 2. 2. Central Business District

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Agency/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

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

1. 4. 1. Central Business District

Adjourn from Executive Session

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

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on December 10, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. November 12, 2024 Regular City Council Meeting
November 14, 2024 Special City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0149, Amendment 4, amending the FY 2024-25 Budget for municipal purposes respecting the Gateway Capital Project Fund to establish Capital Improvement Project 92895, East 19th Street from Keel Avenue to East Loop 289; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Engineering:** Consider a resolution authorizing the Mayor, or his designee, to execute Contract 18520, an economic development program and development agreement pursuant to Texas Local Government Code Chapter 380 with the Lubbock Economic Development Alliance, for expanding and improving East 19th Street from Keel Avenue to East Loop 289.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0151, Amendment 8, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund Capital and Water/Wastewater Fund Capital; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 5, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund by establishing Cost Center 5901, West Texas State Veterans Cemetery; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Finance:** Consider a resolution approving and adopting the FY 2024-25 City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

5. 5. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Settlement Agreement in a pre-litigation claim involving damages to the City of Lubbock's Vital Statistics records between the City of Lubbock and MCCi, LLC & DRS Imaging Services, LLC.

5. 6. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of a private utility easement located south of 48th Street, between Avenue P and Avenue Q, in the Wayland Edward Addition to the City of Lubbock, Lubbock County, Texas.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 14), on the east side of Upland Avenue, south of 4th Street, and north of 8th Street, to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 15), on the southwest corner of Upland Avenue and 4th Street, to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17649, and all related documents, with MH Civil Constructors, Inc., for the Playa Lake 054 Lateral Extension.

5. 10. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 18493, with Freese & Nichols, Inc., for services related to updating the City’s Water Distribution System Master Plan.

5. 11. **Resolution - Solid Waste Services:** Consider a resolution authorizing the Mayor to execute a Personal Property License Agreement with South Plains College and Career Education, Inc, dba ATDS, for the use of City-owned vehicles to conduct Commercial Drivers License training through the South Plains College driving school operated by ATDS.

5. 12. **Resolution - Solid Waste Services:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 18166, with MJE LLC, for improvements to the entrance to Cell 6 at the West Texas Regional Disposal Facility.

5. 13. **Resolution - Building Safety:** Consider a resolution authorizing the Mayor to execute an Interlocal Cooperative Agreement with Texas Tech University to provide construction plan review, permitting, and inspection services for a facility to be located on Texas Tech University property.

5. 14. **Resolution - Planning:** Consider a resolution dissolving the Comprehensive Plan Oversight Committee and transferring the duties to the Planning and Zoning Commission.

5. 15. **Resolution - Public Health Services:** Consider a resolution accepting the recommended Community Health Improvement Plan and the associated findings of the Community Health Needs Assessment.

5. 16. **Ordinance 1st Reading - Community Development:** Consider an ordinance amending Article 2.03, Division 2, of the City of Lubbock Code of Ordinances, regarding the duties and responsibilities of the Community Development & Services Board.

5. 17. **Resolution - Community Development:** Consider a resolution dissolving the Neighborhood Redevelopment Commission of the City of Lubbock.

5. 18. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 27125018, with Gillig, to purchase five (5) 40-foot hybrid electric buses and five (5) 35-foot hybrid electric buses for Citibus.

5. 19. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute Contract No. 18135, with Dennard Construction, for Phase One of the Erosion Control Plan at the Moonlight Musicals Amphitheatre, located at 413 East Broadway, Lubbock, Texas.

5. 20. **Resolution - Fleet Services:** Consider a resolution rejecting all bids received, for the purchase of five (5) commercial cab & chassis, for the Solid Waste Residential Collection Department.

5. 21. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31086729, with Rush Truck Center, for the purchase of two (2) Sewer Jetter Trucks for the Wastewater Collection Department.

5. 22. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2024-O0153, for Zone Case 3257-Q, a request of AMD Engineering, LLC for 1585 Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Medium Density Residential District (MDR), generally located west of Elgin Avenue and north of 137th Street on approximately 34.61 acres of unplatted land out of Block AK, Section 1.

5. 23. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2024-O0154, for Zone Case 3511, a request of AMD Engineering, LLC for BARCCC Ventures, LLC – Series C, and Crowtracks, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 3201 116th Street, located south of 116th Street and east of Indiana Avenue, on 29.61 acres of unplatted land out of Block E-2, Section 21, and consider an ordinance.

5. 24. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2024-O0155, for Zone Case 3207-A, a request of Hugo Reed and Associates, Inc. for West End Hotels, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Heavy Commercial District (HC), at 2909 Iola Avenue, located at the intersection of 29th Street and Iola Avenue, West End Addition, Tract K, and consider an ordinance.

6. **Regular Agenda**

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0152, Amendment 6, amending the FY 2024-25 Capital Program to create and appropriate the 2024 Street Bond Capital Projects approved by the voters.

6. 1. 1. **Resolution - Finance:** Consider a resolution expressing intent to finance expenditures to be incurred in the General Fund for various capital projects approved by the City Council in the Fiscal Year 2024-25 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects.

6. 2. **Finance - Resolution:** Consider a resolution ratifying three American Rescue Plan Act (ACT) Memorandums of Understanding between the City Manager and Various City Departments, for the City to comply with the ACT which requires that all American Rescue Plan Act funding be committed by December 31, 2024.

6. 3. **Resolution - City Council:** Consider a resolution approving the 2025-26 Legislative Agenda for the 89th Texas Legislative Session and the 119th United States Congress, for the purpose of defining the position of the City of Lubbock on State and Federal Legislative issues.

AI# 13054
Regular City Council Meeting
12/10/2024:

1. 3.

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Agency/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Item Summary

Discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Agency/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 13068
Regular City Council Meeting **4. 1.**
12/10/2024:

Information

Agenda Item

November 12, 2024 Regular City Council Meeting
November 14, 2024 Special City Council Meeting

Item Summary

November 12, 2024 Regular City Council Meeting
November 14, 2024 Special City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

11.12.2024
11.14.2024 S

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 12, 2024
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 12th of November, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:03 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Christy Martinez-Garcia; Council Member Tim Collins; Council Member David Glasheen; Council Member Gordon Harris; Council Member Brayden Rose; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Absent: Council Member Dr. Jennifer Wilson

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.2; 5.4-5.11; 5.13-5.29; 5.3; 5.12; and 6.1-6.2.*

1. Executive Session

The meeting recessed at 1:05 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:06 p.m., and the meeting was called to order at 2:09 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. Central Business District

1. 1. 2. East 19th Street Improvement Project

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

1. 2. 1. Central Business District

1. 3. 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. 3. 1. Central Business District

1. 3. 2. East 19th Street Improvement Project

2:06 p.m. - City Council reconvenes in Open Session in City Council Chambers.

2. Ceremonial Items

2. 1. Invocation

Pastor Venus Smitherman, Greater Saint Mark Baptist Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Christy Martinez-Garcia.

Call to Order

The meeting was called to order at 2:09 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 November 12, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Jordan Wheatley appeared before City Council to speak in opposition of item 5.12 (a resolution for a contract with Kimley-Horn and Associates, Inc. for an Impact Fee Report update).
- Travis Boney appeared before City Council to speak in opposition of item 5.28 (a resolution for a contract with SRH Landscapes, LLC for new walking trails).
- Jeff Jaynes, board secretary of Goodwill Industries of Northwest Texas; Bill Curnow; and Bill Stubblefield, board member of Goodwill Industries of Northwest Texas, appeared before City Council to speak in favor of item 5.21 (a resolution for a program or

expenditure of Market Lubbock, Inc., to be provided to Goodwill Industries of Northwest Texas).

4. Minutes

4. 1. Minutes - October 22, 2024 Regular City Council Meeting

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve the October 22, 2024 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Dr. Jennifer Wilson (ABSENT)

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve items 5.1-5.2; 5.4-5.11; and 5.13-5.29.

Vote: 6 - 0 Motion carried

Other: Council Member Dr. Jennifer Wilson (ABSENT)

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0145, Amendment 2, amending the FY 2024-25 Budget for municipal purposes respecting the Civil Service Pay Scale; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0147, Amendment 3, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund related to Public Health Services; providing for filing; and providing for a savings clause.

5. 3. **Resolution - Finance:** Resolution No. 2024-R0553 giving approval for the Public Finance Authority to issue Tax-Exempt Multi-family Housing Revenue Bonds for the construction of new multifamily residential rental housing located at the southwest corner of the intersection of Queens Street and North Quaker Avenue.

Cheryl Brock, interim chief financial officer, gave a presentation and answered questions from City Council. David Martin, representing the proponent; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0553.

Vote: 6 - 0 Motion carried

Other: Council Member Dr. Jennifer Wilson (ABSENT)

5. 4. **Resolution - Right-of-Way:** Resolution No. 2024-R0527 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 28), on the south side of 82nd Street between Elm Avenue and Ivory Avenue, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.

5. 5. **Resolution - Right-of-Way:** Resolution No. 2024-R0528 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas, (Parcel 11), on the north side of 34th Street, across from Rochester Avenue, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 6. **Resolution - Right-of-Way:** Resolution No. 2024-R0529 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 12), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 7. **Resolution - Right-of-Way:** Resolution No. 2024-R0530 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 14), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 12, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 8. **Resolution - Right-of-Way:** Resolution No. 2024-R0531 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 15), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 14, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 9. **Resolution - Right-of-Way:** Resolution No. 2024-R0532 authorizing the Mayor to execute a Real Estate Sales Contract, and all related documents, by and between the City of Lubbock and Lubbock Main Center, Ltd., for the sale of real property located in Lots 1, 2, 3, 4, and 5 in Block 100, Original Town Addition of Lubbock, Lubbock County, Texas, at 1309 10th Street.

5. 10. **Resolution - Right-of-Way:** Resolution No. 2024-R0533 authorizing and directing the Mayor to accept, for and on behalf of the City of Lubbock, an Underground Electrical Utility Easement, and all related documents, in connection with certain real property located in Section 10, Block E, Lubbock County, Texas, on the east side of University Avenue, south of 112th Street.

5. 11. **Resolution - Engineering:** Resolution No. 2024-R0534 authorizing the Mayor to execute Professional Services Agreement Contract 18191, and all related documents, by and between the City of Lubbock and HDR Engineering, Inc., for Lake Alan Henry erosion maintenance alternatives analysis.

5. 12. **Resolution - Engineering:** Resolution No. 2024-R0554 authorizing the Mayor to execute Contract 18335, with Kimley-Horn and Associates, Inc., for an Impact Fee Report update, including land use assumptions and capital project plans.

Bailey Ratcliffe, interim division director of engineering/city engineer, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager; Jeff Whitacre, with Kimley-Horn and Associates, Inc.; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member David Glasheen, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0554, with the revised Exhibit B as a scope of work for a contract total not to exceed $148,500.

Vote: 6 - 0 Motion carried

Other: Council Member Dr. Jennifer Wilson (ABSENT)

5. 13. **Resolution - Engineering:** Resolution No. 2024-R0535 authorizing the Mayor to execute Change Order No. 1 to Contract 17076, and all related documents, with Utility Contractors of America, Inc., for the Downtown Sewer Interceptor Rehabilitation Project.

5. 14. **Resolution - Public Works Water Utilities:** Resolution No. 2024-R0536 authorizing the Mayor to execute Amendment No. 1 to Contract 18032, with Blue Sky Plumbing Corporation, to excavate and clean out water meter boxes to prevent debris from entering the City service line and customer service line.

5. 15. **Resolution - Facilities Management:** Resolution No. 2024-R0537 authorizing the Mayor to execute Purchase Order 10027929, with Officewise Commercial Interiors, for the purchase and installation of a Furniture, Fixtures, and an Equipment Package for the new Police Department Forensic Property Facility.

5. 16. **Resolutions - Facilities Management:** Resolution No.'s 2024-R0538 and 2024-R0539 authorizing the Mayor to execute Contract 18422, with Red River Remediation, and Contract 18143, with 1 Priority Environmental Services, LLC, for asbestos abatement services for demolitions and renovation projects.

5. 17. **Resolution - Aviation:** Resolution No. 2024-R0540 authorizing the Mayor to execute Purchase Order 25101819, with Utility Associates, Inc., for body-worn and in-car cameras for the Airport Police Department at Lubbock Preston Smith International Airport.

5. 18. **Resolution - Public Transit Services:** Resolution No. 2024-R0541 authorizing the Mayor to execute a Purchase Agreement, by and between the City of Lubbock and the City of Albuquerque, for the transfer of Genfare Fast Fare fareboxes.

5. 19. **Resolution - Human Resources:** Resolution No. 2024-R0542 authorizing the City Manager, or his designee, to execute a Memorandum of Understanding, and all related documents, with the Office of the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for post-service job and employment skills training, including apprenticeships and internships.

5. 20. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2024-O0146, ordaining the participation by the City of Lubbock in the Texas Enterprise Zone Program, pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; nominating United Supermarkets, L.L.C., located at 5801 Martin Luther King Jr. Boulevard, to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; providing tax incentives; designating a liaison for communication with interested parties; directing staff to submit an application in conjunction with nomination; designating the effective period for the Enterprise Project; providing a savings clause; and providing for publication.

5. 21. **Resolution - Business Development:** Resolution No. 2024-R0543 authorizing a program or expenditure of Market Lubbock, Inc., to be provided to Goodwill Industries of Lubbock, Inc. dba Goodwill Industries of Northwest Texas, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 22. **Resolution - Business Development:** Resolution No. 2024-R0544 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pickering Real Estate Holdings, LLC, located at 1211 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 23. **Resolution - Business Development:** Resolution No. 2024-R0545 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pickering Real Estate Holdings, LLC, located at 1211 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 24. **Resolution - Business Development:** Resolution No. 2024-R0546 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1101 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 25. **Resolution - Business Development:** Resolution No. 2024-R0547 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1101 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 26. **Resolution - Business Development:** Resolution No. 2024-R0548 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1310 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 27. **Resolution - Business Development:** Resolution No. 2024-R0549 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1310 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 28. **Resolution - Parks and Recreation:** Resolution No. 2024-R0550 authorizing the Mayor to execute Contract 18353, with SRH Landscapes, LLC, for the construction of new walking trails at twelve City of Lubbock parks.

5. 29. **Resolutions - Fleet Services:** Resolution No.'s 2024-R0551 and 2024-R0552 authorizing the Mayor to execute Contract 18247, with B King Ventures, LLC, dba Clear-Vu Auto Glass, and Contract 18447, with Phares Auto Glass, Inc., dba Auto Glass Co., for windshield and window repair services for City of Lubbock vehicles and equipment.

6. Regular Agenda

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Keep Lubbock Beautiful Advisory Committee.

Courtney Paz, city secretary, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to appoint Kent Meredith to replace Chase Head, John Garcia to replace Henry Tarango, and Amanda Olivo to replace Johnny Zarazua, to the Keep Lubbock Beautiful Advisory Committee.

Vote: 6 - 0 Motion carried

Other: Council Member Dr. Jennifer Wilson (ABSENT)

6. 2. **Ordinance 1st Reading - Business Development:** Ordinance No. 2024-O0148 designating the North Park Development area as Tax Increment Reinvestment Zone No. 4; establishing a Board of Directors; establishing an effective date; establishing a Tax Increment Fund for the North Park TIF District; providing a severability clause; and enacting other matters related thereto.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0148.

Vote: 5 - 0 Motion carried

Other: Council Member David Glasheen (RECUSE)
Council Member Dr. Jennifer Wilson (ABSENT)

2:55 P.M. CITY COUNCIL ADJOURNED

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

The November 12, 2024 Regular City Council Meeting minutes were approved by the City Council on the 10th day of December, 2024.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 14, 2024
11:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 14th of November, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:30 a.m.

11:30 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Christy Martinez-Garcia; Council Member Tim Collins; Council Member Gordon Harris; Council Member Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Absent: Council Member David Glasheen

Note: City Council addressed agenda items in the following order:
- *Citizen Comments 1; and 2.1-2.2.*

1. 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 11:30 a.m. on November 14, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

2. Regular Agenda

2. 1. Resolution - City Secretary: Resolution No. 2024-R0555 canvassing the returns and declaring the result of the City of Lubbock Special Election held on November 5, 2024, pertaining to the proposed annexation of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision.

Courtney Paz, city secretary, read the results received from the November 5, 2024 Special Election, pertaining to the proposed annexation of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision. Votes for the proposition, 345; Votes against the proposition, 154; and total votes cast in the Special Election, 499.

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0555.

Vote: 6 - 0 Motion carried

Other: Council Member David Glasheen (ABSENT)

2. 2. Resolution - City Secretary: Resolution No. 2024-R0556 canvassing the returns and declaring the result of the City of Lubbock Special Election held on November 5, 2024, pertaining to the issuance of General Obligation Bonds.

Courtney Paz, city secretary, read the results received from the November 5, 2024 Special Election, pertaining to the issuance of General Obligation Bonds. Votes for the proposition, 49,027; Votes against the proposition, 43,325; and total votes cast in the Special Election, 92,352.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0556.

Vote: 6 - 0 Motion carried

Other: Council Member David Glasheen (ABSENT)

11:34 A.M. CITY COUNCIL ADJOURNED

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

The November 14, 2024 Special City Council Meeting minutes were approved by the City Council on the 10th day of December, 2024.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 13056
Regular City Council Meeting 5. 1.
12/10/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0149, Amendment 4, amending the FY 2024-25 Budget for municipal purposes respecting the Gateway Capital Project Fund to establish Capital Improvement Project 92895, East 19th Street from Keel Avenue to East Loop 289; providing for filing; and providing for a savings clause.

Item Summary

On December 3, 2024, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 92895, East 19th Street, from Keel Avenue to East Loop 289, and appropriate funding in the amount of $750,000. Funding will be from the Impact Fee Service Area D Fund.
II. Amend the Impact Fee Service Area D Fund Transfer to the Gateway Capital Project Fund by increasing the appropriation by $750,000, from $0 to $750,000. Funding will be from Impact Fee Service Area D Fund Balance.

The purpose of this project is to expand the existing two-lane asphalt road to a four-lane concrete road. The 2018 Master Thoroughfare Plan calls for 19th Street from Keel Avenue to East Loop 289 to be a Minor Arterial. Expanding this portion of 19th Street will support existing and future traffic loads.

This project will be totally funded by Impact Fee Service Area D revenue. There is no Gateway funding included in this project.

Fiscal Impact

Funding of $750,000 will be from the Impact Fee Service Area D Fund.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 4

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GATEWAY CAPITAL PROJECT FUND AND THE IMPACT FEE SERVICE AREA D 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 2024-25 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 2024-25 (Budget Amendment #4) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92895, East 19th Street, Keel Avenue to East Loop 289 and appropriate funding in the amount of $750,000. Funding will be from the Impact Fee Service Area D Fund.

II. Amend the Impact Fee Service Area D Fund Transfer to the Gateway Capital Project Fund by increasing the appropriation by $750,000, from $0 to $750,000. Funding will be from Fund Balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY24-25.Amend4.ord
November 14, 2024

AI# 13078
Regular City Council Meeting **5. 1. 1.**
12/10/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor, or his designee, to execute Contract 18520, an economic development program and development agreement pursuant to Texas Local Government Code Chapter 380 with the Lubbock Economic Development Alliance, for expanding and improving East 19th Street from Keel Avenue to East Loop 289.

Item Summary

This item is an agreement between the City of Lubbock and the Lubbock Economic Development Alliance (LEDA), to provide financial assistance for improving East 19th Street from Keel Avenue to East Loop 289, through an economic development program and development agreement pursuant to Texas Local Government Code Chapter 380. This project is a partnership between LEDA, the City of Lubbock, and Lubbock County, with LEDA performing a design build to construct the roadway prior to Leprino Foods Group dairy-products manufacturing facility officially opening. The opening of this facility will result in increased commercial truck traffic serving the facility.

East 19th Street from Keel Avenue to East Loop 289 is identified in the City's current Capital Improvement Plan as project D-5. This segment of East 19th Street will better facilitate the ability to carry traffic from the Lubbock Shuttle Yard to Leprino Foods Group. The expansion of the existing 2-lane asphalt roadway to a 4-lane concrete roadway will greatly improve both the roadway's capacity and the expected life cycle of the pavement under heavy traffic loads.

Fiscal Impact

This contract by and between the City of Lubbock and LEDA in the amount of $750,000, is funded in Capital Improvement Project 92895, East 19th Street, from Keel Avenue to East Loop 289. The $750,000 is available through Impact Fees from Service Area D.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
380 Agreement - LEDA
Exhibit A
CIP Spreadsheet

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution as a home rule municipality and political subdivision of the State of Texas and the applicable provisions of Chapter 380 of the Texas Local Government Code has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money, providing personnel and services of the municipality, and transferring real property to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, consistent with the provisions of Texas Local Government Code Chapter 380, the City will consider, on a case-by-case basis, giving economic incentives to applicants based upon the economic impact of the applicant and subject to such terms and agreements negotiated and reduced to writing by the City or its designee and the applicant; and

WHEREAS, the City shall be under no obligation to extend or provide economic incentives to any applicant, the decision to extend or provide economic incentives being within the sole and absolute discretion of the City Council of the City to be determined based on the merit of each applicant and its proposal; and

WHEREAS, in the event the City Council should elect to extend incentives to an applicant, the terms and conditions thereof shall be reduced to writing to be executed by the City and an authorized representative of the applicant; and

WHEREAS, Lubbock Economic Development Alliance, Inc., ("LEDA"), a Type A economic development corporation whose primary purpose is to pursue economic development projects as defined and authorized by Chapter 504 of the Texas Local Government Code, including infrastructure improvement projects required or necessary to promote or develop new or expanded business enterprises such as streets and roads and related improvements; and

WHEREAS, LEDA previously entered into an economic development agreement with Leprino Foods Company, for constructing a dairy-products manufacturing facility with a capital investment of more than $870,000,000 generating approximately 674 new primary jobs in the City and Lubbock County located on East 19th Street east of Loop 289; and

WHEREAS, due to the increase in truck traffic and ancillary facilities needed to support the aforementioned Leprino Foods Company facility, it will be necessary to improve and expand a portion of East 19th Street from Keel Avenue west to the intersection of Loop 289 and East 19th Street; and

WHEREAS, due to the economic impact of the Leprino Foods Company facility and the necessity to conduct the East 19th Street Improvement Project, LEDA is requesting the City to provide a financial grant to LEDA for the expense of improving this portion of East 19th Street; and

WHEREAS, the City and LEDA recognize a critical need to maintain and support quality manufacturing enterprises to the City, such as the Leprino Foods Company facility, and in doing so it is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City and Lubbock County, Texas; and

WHEREAS, LEDA agrees to oversee and cause the completion of this improvement to East 19th in accordance with specifications reviewed and approved by City staff and to comply with the terms outlined in an agreement ensuring that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution and Texas Local Government Code Chapter 380; and

WHEREAS, the City, based on information and representations from LEDA, hereby finds that entering into an agreement with LEDA for the aforementioned purposes promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and Texas Local Government Code Chapter 380, qualifies as an economic development program, and would be beneficial for the City of Lubbock infusing new dollars into the local economy by promoting economic development and is in the best interest of the City of Lubbock; **NOW THEREFORE,**

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The attached agreement, Contract 18520, between the City of Lubbock and the Lubbock Economic Development Alliance, Inc., promotes economic development within the City of Lubbock and Lubbock County and is an appropriate expenditure of funds under Texas Local Government Code Chapter 380 and qualifies as an economic development program and is hereby approved.

3. The City Manager, or his designee, is authorized to execute the attached agreement and any and all related and necessary documents to carry out the purposes of this resolution without further action by the City Council.

4. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

ccdocs II/RES.380 LEDA AGMT 12102024

380 ECONOMIC DEVELOPMENT PROGRAM AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LUBBOCK , TEXAS AND THE LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

This Chapter 380 Economic Development Program and Development Agreement ("Agreement") is made and entered into by and between **City of Lubbock, Texas,** a Texas home-rule municipal corporation ("City") and the **Lubbock Economic Development Alliance, Inc.,** a Texas non-profit corporation incorporated under the laws of the State of Texas and Texas Local Government Code Chapters 501 and 504 ("LEDA"), under the terms and conditions that follow:

RECITALS

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution as a home rule municipality and political subdivision of the State of Texas and the applicable provisions of Chapter 380 of the Texas Local Government Code has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money, providing personnel and services of the municipality, and transferring real property to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, consistent with the provisions of Texas Local Government Code Chapter 380, the City will consider, on a case-by-case basis, giving economic incentives to applicants based upon the economic impact of the applicant and subject to such terms and agreements negotiated and reduced to writing by the City or its designee and the applicant; and

WHEREAS, the City shall be under no obligation to extend or provide economic incentives to any applicant, the decision to extend or provide economic incentives being within the sole and absolute discretion of the City Council of the City to be determined based on the merit of each applicant and its proposal; and

WHEREAS, in the event the City Council should elect to extend incentives to an applicant, the terms and conditions thereof shall be reduced to writing to be executed by the City and an authorized representative of the applicant; and

WHEREAS, LEDA, a Type A economic development corporation whose primary purpose is to pursue economic development projects as defined and authorized by Chapter 504 of the Texas Local Government Code, including infrastructure improvement projects required or necessary to promote or develop new or expanded business enterprises such as streets and roads and related improvements; and

WHEREAS, LEDA previously entered into an economic development agreement with Leprino Foods Company, for constructing a dairy-products manufacturing facility with a capital investment of more than $870,000,000 generating approximately 674 new primary jobs in the City and Lubbock County located on East 19th Street east of Loop 289; and

WHEREAS, due to the increase in truck traffic and ancillary facilities needed to support the aforementioned Leprino Foods Company facility, it will be necessary to expand and improve a portion of East 19th Street from Keel Avenue to the intersection of Loop 289 and East 19th Street from a the existing two-lane asphalt roadway to a four-lane concrete roadway ("East 19th Street Improvement Project"); and

WHEREAS, on November 18, 2024, the Board of Directors of LEDA approved an "Agreement Between Owner and Design-Builder on the Basis of a Stipulated Price" with PSC Services, LLC to design and oversee of the East 19th Street Improvement Project at a cost of $2,731,056.75 (the "PSC Design-Build Contract"); and

WHEREAS, City engineering staff has reviewed the PSC Design-Build Contract and the street

construction specifications and has determined that the specifications for the East 19th Street Improvement Project meet City street and right-of-way specifications; and

WHEREAS, due to the economic impact of the Leprino Foods Company facility and the necessity to conduct the East 19th Street Improvement Project, LEDA is requesting the City to grant to LEDA up to Seven Hundred and Fifty Thousand and no/100 Dollars ($750,000.00) to go towards the cost of the East 19th Street Improvement Project; and

WHEREAS, the City and LEDA recognize a critical need to maintain and support quality manufacturing enterprises to the City, such as the Leprino Foods Company facility, and in doing so it is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City and Lubbock County, Texas; and

WHEREAS, LEDA agrees to oversee and cause the completion of the East 19th Street Improvement Project in accordance to the specifications outlined in the PSC Design-Build Contract and comply with the terms outlined herein ensuring that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution and Texas Local Government Code Chapter 380; and

WHEREAS, the City, based on information and representations from LEDA, has concluded and hereby finds that this Agreement promotes economic development in the City and, as such, meets the requirements under Article III, Chapter 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 and qualifies as an economic development program, and would be beneficial for the City of Lubbock by promoting economic development, and is in the best interest of the City of Lubbock;

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt and sufficiency of which is expressly acknowledged by LEDA and the City, the parties hereto, hereby mutually agree as follows:

1. **RECITALS INCORPORATED.** That the recitals and findings outlined above are found to be true and correct and incorporated herein as though set forth fully herein.

2. **TERM OF AGREEMENT.** The term of this Agreement shall be for a period of one (1) year or until the completion and acceptance by the City of Lubbock of the East 19th Street Improvement Project, whichever occurs first, beginning on the Effective Date unless terminated earlier pursuant to any termination provisions outlined in this Agreement.

3. **CITY OF LUBBOCK'S FINANCIAL CONTRIBUTION TO LEDA.** The City of Lubbock, subject to the terms, conditions and contingencies outlined in this Agreement, within ten (10) business days of the Effective Date of this Agreement, shall grant to LEDA a total sum of **Seven Hundred and Fifty Thousand and no/100 Dollars ($750,000.00)** (the "Financial Contribution") to assist in the expense incurred in completing the East 19th Street Improvement Project.

4. **CONDITIONS FOR FINANCIAL CONTRIBUTION TO LEDA AND RELATED CONDITIONS.** It is specifically understood and agreed that the City will provide the Financial Contribution to LEDA and forgive repayment of the Financial Contribution strictly upon the following terms and conditions:

(a) The East 19th Street Improvement Project is completed in a timely manner and in accordance with the terms and specifications outlined in the PSC Design-Build Contract which is attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein;

(b) LEDA is not in breach of this Agreement as evidenced in writing from the City alleging that LEDA is in breach and specifying the details of the alleged breach; and

(c) LEDA permits and authorizes City personnel access to the construction site for the East 19th Street Improvement Project to ensure compliance with the specifications outlined in the PSC Design-Build Contract and the terms of this Agreement.

5. **DEFAULT.** Should LEDA fail to fully and completely comply with all of the terms and conditions of this Agreement, such failure shall constitute a default by LEDA under the terms of this Agreement, and upon written notice of such default by the City to LEDA, LEDA shall be and remain fully obligated and responsible for the repayment of the Financial Contribution, in full, to the City. Nothing contained herein shall prevent the City from pursuing and the City may pursue any and all remedies allowed by law or in equity for collection of the amount owing by LEDA to the City.

6. **DOCUMENTATION REVIEW**. As a continuing obligation on the part of LEDA during the term of this Agreement and in exchange for the Financial Contribution outlined herein, LEDA agrees to permit the City and its agents and representatives to review the necessary documentation of LEDA detailing the East 19th Street Improvement Project, including construction project progress reports and any other reports or correspondence related to the project. The City shall have an opportunity to review and verify the supporting documentation at LEDA's corporate office or other agreeable location. For purposes of complying with this obligation, the City and LEDA understand that the supporting documentation shall be treated as confidential, proprietary and sensitive material of LEDA and shall remain in the possession of LEDA.

7. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, LEDA agrees not to knowingly employ any undocumented workers or contract with anyone who knowingly employs undocumented workers. If LEDA or any of the aforementioned parties are convicted of a violation under 8 U.S.C. Section 1324a (f), LEDA shall be in default of this Agreement.

8. **ASSIGNMENT.** This Agreement shall not be assignable, either in whole or in part, by LEDA without the express written consent of City.

9. **INDEMNIFICATION. LEDA SHALL INDEMNIFY AND HOLD CITY OF LUBBOCK AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS OF AND FROM ANY AND ALL LIABILITY FOR ANY DAMAGE, PROPERTY DAMAGE OR INJURY CAUSED TO ANY PERSON, AGENT, CONTRACTOR, VISITOR OR GUEST OF LEDA RELATING TO THE EAST 19TH STREET IMPROVEMENT PROJECT AND FROM ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE OR RELATING TO THE EAST 19TH STREET IMPROVEMENT PROJECT.**

10. **GOOD FAITH-NORMAL BUSINESS OPERATIONS**. The parties agree that this Agreement has been entered into in good faith and that each party shall act in good faith in complying with its provisions. The parties further agree to transact all their business under and that relates to this Agreement in accordance with their normal business operations.

11. **NO WAIVER.** No waiver by City of any default by LEDA of any covenant, term or condition of this Agreement shall be deemed a waiver of any subsequent default by LEDA of the same or any other covenant, term or condition of this Agreement.

12. **NOTICE**. Any notice required by this Agreement shall be deemed to be properly served, if: (i) provided in person; or (ii) by e-mail with delivery confirmation; or (iii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just

described:

If to City, then to:	City of Lubbock, Texas Attention: John Turpin P.E. Division Director of Engineering Engineering Department 1314 Avenue K. Lubbock Tx 79401 Telephone: (806) 775-2342 E-Mail: jturpin@mylubbock.us
If to LEDA then to:	John Osborne President and CEO Lubbock Economic Development Alliance, Inc. 1500 Broadway 5th Floor, Suite 501 Lubbock, TX 79401 Telephone: (806) 749-4500 E-Mail: john@marketlubbock.org

13. **ENTIRE AGREEMENT**. This instrument constitutes the sole and only Agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter, and this Agreement cannot be altered, changed, or amended in any respect, except by an instrument in writing duly executed by both parties.

14. **GOVERNING LAW AND PERFORMANCE**. This Agreement shall be governed by the Laws of the State of Texas and shall be deemed to be executed in and performance called for in Lubbock County, Texas. The parties agree that any suit or cause of action brought regarding or related to this Agreement shall be brought in state court in Lubbock County, Texas.

15. **ANTI-TERRORISM/BOYCOTT COMPLIANCE**. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from LEDA that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2252, Texas Government Code does not allow a city to contract with a company that does business with Iran, Sudan, or a foreign terrorist organization on a list prepared by the Texas Comptroller. By executing this Agreement, LEDA represents and warrants to the City that the LEDA does not boycott Israel, will not boycott Israel during the term of this Agreement, and does not contract with a prohibited entity listed in the previous sentence.

16. **PARTIAL INVALIDITY**. In the event that any portion of this Agreement should be found or declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and be binding upon the parties.

17. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their successors and assigns, subject to the express terms of this Agreement concerning assignment.

EFFECTIVE DATE. The Effective Date of this Chapter Economic Development Program and Development Agreement is _____ day of _____, 2024.

CITY OF LUBBOCK, TEXAS

_____ for
Erik Rejino, Assistant City Manager

Attest:

_____
Courtney Paz, City Secretary

Approved as to form:

_____
Matthew L. Wade, City Attorney

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

_____
John Osborne, President and CEO

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
ON THE BASIS OF A STIPULATED PRICE

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between Lubbock Economic Development Alliance ("Owner"), and PSC Services, LLC ("Design-Builder").

PROJECT INFORMATION

Project: East 19th Street Reconstruction (from Keel Ave to State Loop 289)

Engineer: Design-Builder has retained Parkhill, Smith & Cooper, Inc. ("Engineer") for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner's Authorized Representative: Jana Johnston, McDougal Companies, 1500 Broadway Suite 600, Lubbock, TX 79401; 806-723-8242; jana@marketlubbock.org
2. Design-Builder's Authorized Representative: Kyle Jackson, 4222 85th Street, Lubbock, Texas 79423; 806-445-9089; kjackson@parkhill.com

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

1.01 *General Description of Work*

A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: Construct roadway improvements consisting of 4-lane, concrete pavement from Keel Ave to State Loop 289, approximately 1400 linear feet.

ARTICLE 2 – CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Design-Builder's attainment of Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 *Contract Times: Working Days*

A. Design-Builder will substantially complete the Work within 66 working days after the Effective Date.

B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, within 150 working days after the Effective Date.

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ARTICLE 3 – CONTRACT PRICE

3.01 *Stipulated Sum*

A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

1. For all Work, a lump sum of: $2,731,056.75.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

A. Design-Builder shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

4.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-Five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100% percent for each phase of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price.

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ARTICLE 5 – INTEREST

5.01 *Interest Rate*

A. All amounts not paid when due shall bear interest at the rate of 8% percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6 – DESIGN-BUILDER'S REPRESENTATIONS

6.01 *Representations*

A. Design-Builder makes the following representations for Owner's reliance:

1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.

5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder's safety precautions and programs.

6. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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9. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive)
2. General Conditions (pages 1 to 61, inclusive)
3. Conceptual Documents (see exhibits list below)
4. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Work Change Directives.
    b. Change Orders.
    c. Record Drawings and Record Specifications
    d. Performance bond
    e. Payment bond
5. Other Exhibits to this Agreement (enumerated as follows):
    a. Exhibit A: List of qualifications, assumptions, and exemptions
    b. Exhibit B: Preliminary Layout and Traffic Control Plan
    c. Exhibit C: Design Fee Sheet
    d. Exhibit D: Basis of Estimated Cost

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

8.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and

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unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

8.03 *Successors and Assigns*

A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 *Severability*

A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Design-Builder's Certifications*

A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on November 18, 2024 (which is the Effective Date of the Contract).

OWNER:	DESIGN-BUILDER:
Lubbock Economic Development Alliance	PSC Services, LLC
By: DocuSigned by: Jana Johnston F3752EBFF92341C...	By: Jay M Edwards
Title: COO/CFO	Title: Manager
Attest:	Attest:
Title:	Title: SVP of Finance
Address for giving notices:	Address for giving notices:
1500 Broadway, Suite 600	4222 85th Street
Lubbock, Texas 79401	Lubbock, Texas 79423

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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Prepared by

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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda:* Written or graphic instruments issued by Owner prior to the opening of Proposals which clarify, correct, or change the Request for Qualifications, Request for Proposals, or the proposed Contract Documents, including the Conceptual Documents.

2. *Agreement:* The written instrument, executed by Owner and Design-Builder, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific items that are Contract Documents.

3. *Application for Payment:* The form which is to be used by Design-Builder during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Authorized Representative:* The individual designated by a party to represent it with respect to this Contract, as indicated in the Agreement.

5. *Change Order:* A document which is signed by Design-Builder and Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

6. *Claim:* A demand or assertion by Owner or Design-Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim.

7. *Conceptual Documents:* The documents prepared by or for the Owner to describe the Work to be performed, issued to Proposers during the design-builder selection process, and expressly identified in the Agreement.

8. *Constituent of Concern:* Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other Laws or Regulations regulating,

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relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction:* The part of the Work that consists generally of making physical improvements at the Site, and is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work (including any correction of defective Construction), and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents and Construction Drawings and Construction Specifications, as duly modified.

10. *Construction Drawings:* Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or specific portions of the Construction, and consisting of drawings, diagrams, illustrations, schedules, and other data that graphically show the scope, extent, and character of the Construction (or specific portions of the Construction) to be performed by or for DesignBuilder. Construction Drawings are not Contract Documents.

11. *Construction Specifications:* Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or a specific portion of the Construction, and consisting of written requirements for materials, equipment, systems, standards, workmanship, and administrative procedures as applied to the Construction (or a specific portion of the Construction). Construction Specifications are not Contract Documents.

12. *Construction Subcontract:* A written agreement between Design-Builder and a Construction Subcontractor for provision of all or a portion of the Construction, and any delegated Design Professional Services.

13. *Construction Subcontractor:* An individual or entity (other than a Supplier) having a direct contract with Design-Builder or with any other Construction Subcontractor for the performance of a part of the Construction, and any delegated Design Professional Services.

14. *Contract:* The entire and integrated written agreement between Owner and DesignBuilder concerning the Work.

15. *Contract Documents:* Those items so designated in the Agreement, and which together comprise the Contract.

16. *Contract Price:* The money that Owner has agreed to pay Design-Builder for completion of the Work in accordance with the Contract Documents.

17. *Contract Times:* The numbers of days or the dates stated in the Agreement to (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

18. *Design-Builder:* The individual or entity with which Owner has contracted for performance of the Work, as designated in the Agreement.

19. *Design Professional Services:* That part of the Work comprised of the furnishing of engineering, surveying, architecture, and other design services, and including but not limited to providing research, analysis, and conclusions regarding engineering and related

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matters; exercising professional judgment with respect to technical issues; the preparation of plans, reports, calculations, models, schematics, drawings, specifications, Design Submittals, the Construction Drawings, Construction Specifications, and other instruments of service; other services included in the Contract Documents and required to be performed by or under the responsible charge of licensed design professionals; and the review of shop drawings, observation of construction, response to requests for information or interpretation, analysis of the technical aspects of Change Orders, and other engineering and related professional services provided by or for licensed design professionals during Construction.

20. *Design Agreement:* A written agreement between Design-Builder and a design firm or entity for provision of Design Professional Services.

21. *Design Submittal:* A Submittal that pursuant to Laws and Regulations or this Contract must be prepared by or under the supervision of a licensed engineer or other licensed design professional, including drawings, specifications, Construction Drawings, Construction Specifications, and revisions to such documents (but not including Record Documents).

22. *Effective Date of the Contract:* The date indicated in the Agreement on which the Contract becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer:* The Project Design Professional identified as Engineer in the Agreement, and engaged by Design-Builder to provide engineering and related professional services under a Design Agreement.

24. *Hazardous Environmental Condition:* The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, statutes, rules, regulations, ordinances, binding resolutions, codes, decrees, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens:* Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone:* A principal event in the performance of the Work that the Contract requires Design-Builder to achieve by an intermediate completion date or by a time prior to Substantial Completion of Construction.

28. *Notice of Award:* The written notice by Owner to a Proposer stating that Owner will enter into the design-build contract with the Proposer.

29. *Notice to Proceed*: A written notice by Owner to Design-Builder fixing the date on which the Contract Times will commence to run and on which Design-Builder shall start to perform the Work.

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30. *Owner:* The individual or entity with which Design-Builder has contracted regarding the Work, and which has agreed to pay Design-Builder for the performance of the Work, pursuant to the terms of the Contract.

31. *Owner's Consultant:* An individual or entity with which the Owner has contracted to furnish services (typically including planning, preparation of Conceptual Documents, and advisory services) to Owner with respect to the Project, and which is identified as such in the Agreement.

32. *Owner's Site Representative:* A representative of Owner at the Site, as indicated in Paragraph 10.05.

33. *Project:* The total undertaking to be accomplished for Owner by engineers, consultants, Design-Builder, subcontractors, and others, including planning, study, design, construction, testing, start-up, and commissioning, and of which the Work to be performed under the Contract Documents is a part.

34. *Project Design Professionals:* The Engineer and any other independent entities or individuals, or employees of Design-Builder, engaged by Design-Builder or a Construction Subcontractor to provide Design Professional Services with respect to a portion of the Work.

35. *Proposal:* The documents submitted by Design-Builder in response to the Request for Proposals, setting forth technical concepts, proposed prices, and other conditions for the Work to be performed, and stating any proposed revisions, modifications, clarifications, exceptions, or supplements to the proposed Contract Documents.

36. *Proposal Amendment:* A Contract Document that is prepared after submittal of DesignBuilder's Proposal; identifies mutually agreed revisions, modifications, exceptions, supplements, and clarifications to the Proposal or proposed Contract Documents; and is executed by Owner and Design-Builder.

37. *Proposer:* An entity that submits a Statement of Qualifications or Proposal to Owner.

38. *Record Documents:* The record copy of all Construction Drawings, Construction Specifications, Addenda, Change Orders, Work Change Directives, and approved Submittals maintained by Design-Builder at the Site, including any annotations to such documents made by Design-Builder during Construction.

39. *Record Drawings and Record Specifications:* Documents depicting the completed Project, or a specific portion of the completed Project, based on or comprised of the Record Documents delivered to Owner by Design-Builder at the completion of the Construction.

40. *Request for Proposals:* The document prepared by or for Owner specifying and describing Owner's objectives, the procedures to be followed in preparing and submitting a Proposal, and the process for evaluating Proposals and awarding a contract.

41. *Request for Qualifications:* The document prepared by or for Owner requesting that Proposers submit a Statement of Qualifications with respect to their candidacy for selection as Design-Builder.

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42. *Schedule of Values:* A schedule, prepared and maintained by Design-Builder, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Design-Builder's Applications for Payment.

43. *Site:* Lands or areas indicated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of DesignBuilder.

44. *Statement of Qualifications:* The document submitted by a Proposer in response to the Request for Qualifications, including any completed forms, attachments, and exhibits.

45. *Submittal*: A written or graphic document, prepared by or for Design-Builder, which the Contract Documents require the Design-Builder to submit to the Owner. Submittals may include reports, preliminary drawings and specifications, cost estimates, proposed Construction Drawings and Construction Specifications, progress schedules, cash flow projections, Schedules of Values, shop drawings, product data, samples, delegated designs, certifications, proposed modifications to the Construction Drawings and Construction Specifications, results of tests and evaluations, results of source quality control testing and inspections, results of field or Site quality control testing and evaluations, sustainable design information, information on special procedures, operations and maintenance data, sustainable design closeout information, record documents, records of spare parts and extra stock materials, and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or not, are not Contract Documents. Claims, notices, Change Orders, Applications for Payment, and requests for information/interpretation are not Submittals.

46. *Substantial Completion:* The time at which the Construction (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Construction refer to Substantial Completion thereof.

47. *Supplier:* A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Design-Builder or with any Construction Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or a Construction Subcontractor, and any lessor of rental equipment used by Design-Builder or a Construction Subcontractor during Construction at the Site.

48. *Technical Data:* Data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding (a) subsurface conditions at the Site, (b) physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), or (c) environmental conditions at the Site, that are set forth in any geotechnical or environmental report prepared for the Project and relied upon by Design-Builder in agreeing to a price (either stipulated, or a Guaranteed Maximum Price) that includes Construction.

49. *Underground Facilities:* All underground lines, pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems, including but not limited to those that produce, transmit, distribute, or convey telephone or other

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communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, fire or police signal systems, or traffic or other control systems; and any encasements containing such facilities or systems.

50. *Underground Facilities Data:* Information and data shown or indicated in the Contract Documents or otherwise provided to Design-Builder by Owner with respect to existing Underground Facilities at or adjacent to the Site.

51. *Unit Price Work:* Work to be paid for on the basis of unit prices.

52. *Work:* The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Builder under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

53. *Work Change Directive:* A written directive to Design-Builder, issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B are not defined terms that require initial capital letters, but when used in the Contract Documents have the indicated meanings.

B. *Intent of Certain Terms or Adjectives:*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

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5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of DesignBuilder, "provide" is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases that have a wellknown technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds:* When Design-Builder delivers the executed Agreements to Owner, Design-Builder shall also deliver to Owner such Bonds as Design-Builder may be required to furnish in accordance with Paragraph 6.01.A.

B. *Evidence of Insurance*: Before any Work is started, Design-Builder and Owner shall each deliver to the other those certificates of insurance that Design-Builder and Owner respectively are required to purchase and maintain in accordance with Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Design-Builder four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract. Owner shall make such original printed record version of the Contract available to Design-Builder for review.

2.03 *Conceptual Documents*

A. *Design-Builder's Review of Conceptual Documents:*

1. Design-Builder acknowledges that the Conceptual Documents furnished by Owner are preliminary and incomplete, and subject to stated limitations and reservations.

2. Design-Builder shall carefully review, analyze, and verify the contents and suitability of the Conceptual Documents before proceeding with the Work (including but not limited to the Design Professional Services).

3. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Design-Builder may discover in the Conceptual Documents, whether during such review or at any later point.

4. Upon receipt of a report from Design-Builder that there is a conflict, error, ambiguity, or discrepancy in the Conceptual Documents, Owner shall either provide a written interpretation, clarification, or correction to Design-Builder, or authorize Design-Builder

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to correct or resolve the issue under a Change Order providing an equitable adjustment in Contract Times or Contract Price, or both.

5. Design-Builder shall not proceed with any Work affected by a reported conflict, error, ambiguity, or discrepancy in the Conceptual Documents until the issue is resolved.

B. Owner shall not be responsible for any deficiency in the Conceptual Documents that DesignBuilder does not discover or report to Owner.

C. Subject to the foregoing review and reporting obligations, Design-Builder may use the Conceptual Documents as a partial basis for performing or furnishing Design Professional Services, including the preparation of Design Submittals such as the Construction Drawings and Construction Specifications, but despite any such use of the Conceptual Documents the Design-Builder nonetheless shall be responsible to Owner for the quality and soundness of the Design Professional Services.

2.04 *Before Starting the Work*

A. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design-Builder shall submit the following to Owner for Owner's timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary schedule of Submittals (including Design Submittals) which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;

3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 *Authorized Representatives*

A. The Authorized Representative for each party has been designated in the Agreement. A party may change its Authorized Representative at any time by giving notice to the other party of the name, mailing and delivery addresses, e-mail address, and telephone numbers of the new Authorized Representative.

2.06 *Initial Conference*

A. Within 20 days after the Contract Times start to run, Design-Builder will arrange a conference attended by Owner and Design-Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts,

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schedules referred to in Paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records, and other matters.

2.07 *Review of Schedules*

A. Not less than 10 days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design-Builder will arrange a conference attended by Design-Builder, Owner, and others as appropriate to review and discuss the schedules submitted in accordance with Paragraph 2.04.A. Design-Builder shall have an additional 10 days after the conference to make corrections and adjustments and to complete and resubmit the schedules for Owner's acceptance. No progress payment shall be made to Design-Builder until Design-Builder submits schedules that comply with the following requirements:

1. Design-Builder's progress schedule shall provide an orderly progression of the Work to completion within any specified Milestones and the Contract Times.

2. Design-Builder's schedule of Submittals shall provide a workable arrangement for submitting, reviewing, and processing Submittals in accordance with Article 8.

3. Design-Builder's Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work.

2.08 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner and Design-Builder may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner and Design-Builder shall jointly develop such protocols.

C. Unless expressly stated otherwise elsewhere in this Contract, Design-Builder shall not be obligated to furnish documents (including but not limited to Construction Drawings, Construction Specifications, or Record Drawings and Record Specifications) to Owner in any executable, native-file format.

D. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Contract Documents*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to require the design and construction of a functionally complete project (or part thereof).

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C. Design-Builder shall prepare or furnish Construction Drawings and Construction Specifications that are in accord with the Contract Documents and that describe a functionally complete Project (or part thereof) to be constructed in accordance with such Construction Drawings and Construction Specifications, as duly modified.

D. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

E. Design-Builder will furnish or perform all labor, documentation, services (including professional services), materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws or Regulations:*

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, DesignBuilder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

A. If there is a discrepancy between (1) the Conceptual Documents or other Contract Documents issued with the Request for Qualifications or Request for Proposals and (2) the Proposal, the Proposal will control.

B. If there is a discrepancy between (1) the Conceptual Documents, other Contract Documents issued with the Request for Qualifications or Request for Proposals, or the Proposal and (2) the Proposal Amendment, the Proposal Amendment will control.

C. If there is a discrepancy between (1) the Contract Documents and (2) the Construction Drawings and Construction Specifications, the Contract Documents will control unless Design-Builder gave notice of the discrepancy in a Submittal, and Owner approved the Submittal, pursuant to the provisions of Article 8.

3.04 *Ownership and Reuse of Documents*

A. All documents prepared for or furnished to Owner by Design-Builder pursuant to this Contract (including but not limited to Design Submittals) are instruments of service. With respect to such documents:

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1. Design-Builder shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in the documents.

2. During the course of the Project, Design-Builder will provide copies of Design Submittals to Owner for purposes of review and comment. Owner may retain copies of such documents for its records.

3. Owner may use its copy of the Record Drawings and Record Specifications for Owner's purposes in operating and maintaining the constructed facilities.

4. Upon Owner's termination of this Contract for cause pursuant to Paragraph 15.02, Owner shall receive a limited, non-exclusive license to use any completed Design Submittals in continuing the Project, subject to the limitations in this Paragraph 3.04.

5. The documents prepared or furnished by Design-Builder under this Contract, regardless of ownership, transfer, license, completion status, or termination of the Contract, are for Design-Builder's use, and are not intended or represented to be suitable for use on the Project by Owner or any party other than Design-Builder, or for reuse by Owner or others on extensions of the Project or on any other project, except as otherwise stated in this Contract. Any use or reuse by Owner or others on Owner's behalf will be at Owner's sole risk, and without liability or legal exposure to Design-Builder, the Project Design Professionals, or their subconsultants, and Owner shall indemnify and hold harmless Design-Builder, the Project Design Professionals, and their subconsultants from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use or reuse.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times*

A. The Contract Times will commence to run on the Effective Date of the Contract.

4.02 *Starting the Work*

A. Design-Builder shall start to perform the Work as of the Effective Date of the Contract. No Construction shall be done at the Site prior to the Effective Date of the Contract.

4.03 *Progress Schedule*

A. Owner may rely on the progress schedule established in accordance with Paragraph 2.04, as duly adjusted, in planning and conducting ongoing operations and other work at the Site.

B. Design-Builder shall adhere to the progress schedule established in accordance with Paragraph 2.04 as it may be adjusted from time to time, as provided below:

1. Design-Builder shall submit to Owner proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Owner shall accept such adjustments provided that Owner, in planning and conducting ongoing operations and other work at the Site, has not reasonably relied on the schedule element that is proposed to be adjusted. If Owner has so relied, then Owner and Design-Builder shall promptly meet and seek a resolution that addresses the objectives of both parties, or adjust the Contract Price.

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2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Times (including Milestones) in accordance with the requirements of Paragraph 11.06. Such adjustments may only be made by a Change Order.

C. *Continuing the Work:* Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design-Builder and Owner may otherwise agree in writing.

4.04 *Delays in Design-Builder's Progress*

A. If Owner or anyone for whom Owner is responsible delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

B. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference within the control of Design-Builder. Delay, disruption, and interference attributable to and within the control of a Project Design Professional, Construction Subcontractor, or Supplier shall be deemed to be delays within the control of Design-Builder.

C. If Design-Builder's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Design-Builder, and those for which they are responsible, then Design-Builder shall be entitled to an equitable adjustment in Contract Times. Design-Builder's entitlement to such an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design-Builder's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

   Abnormal weather conditions;

2. Acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 9); and

3. Acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 9.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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F. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Design-Builder.

G. If Design-Builder seeks an adjustment in Contract Price or Contract Times under this paragraph, Design-Builder shall submit a request for a Change Order to Owner within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Design-Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Design-Builder will have to comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Design-Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws or Regulations.

C. Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. DesignBuilder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law.

3. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's consultants, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon DesignBuilder's performance of the Construction.

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B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

5.03 *Reference Points*

A. Design-Builder shall be responsible for laying out the Work and shall protect and preserve reference points and property monuments established by Owner, and shall make no changes or relocations of such reference points or monuments without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed, or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

5.04 *Differing Site Conditions*

A. Design-Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site (whether discovered during investigation of the Site or during Construction) which differ materially from those indicated in the Contract Documents, or in any Technical Data, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. DesignBuilder shall supplement the notice by promptly submitting to Owner any additional information regarding schedule and cost impacts, and a specific request for a Change Order. Owner shall then make a determination regarding the site condition and the impact, if any, on Contract Price and Contract Times. If the conditions do materially so differ and cause an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11.

C. No request by Design-Builder for an equitable adjustment under this Paragraph 5.04 shall be allowed unless Design-Builder has given the written notice required.

D. The provisions of this Paragraph 5.04 are not intended to apply to a Hazardous Environmental Condition or Underground Facility uncovered or revealed at the Site.

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5.05 *Underground Facilities*

A. *Procedure for Identifying Underground Facilities:* Promptly after the Effective Date of the Contract, Design-Builder shall review the Underground Facilities Data furnished by Owner and use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site. Design-Builder shall establish and use the Underground Facilities Procedure to aid in the provision of Design Professional Services and the performance of Construction, and to reduce and manage risks associated with Underground Facilities. Such Underground Facilities Procedure shall take into account the Site and the nature of the Project.

1. The Underground Facilities Procedure shall include a plan to keep Underground Facilities information current as Design-Builder proceeds with the provision of Design Professional Services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

2. To manage the potential impact of design changes on Underground Facilities, DesignBuilder shall modify or reapply the Underground Facilities Procedure as the design progresses and changes.

B. *Design-Builder's Responsibilities:* Unless otherwise expressly provided in the Contract, Design-Builder shall have full responsibility for the following; and, subject to the provisions of Paragraphs 5.05.C, D, and E, the cost of all of the following will be included in the Contract Price:

1. Establishing and executing the Underground Facilities Procedure referred to in Paragraph 5.05.A, including updating, modification, and reapplication duties;

2. Coordinating the Work with the owners (including Owner) of such Underground Facilities, during the provision of Design Professional Services and Construction;

3. Verifying the actual location of specific Underground Facilities through exposure, as needed for the Design Professional Services;

4. Complying with applicable state and local utility damage prevention Laws and Regulations during Construction; and

5. The safety and protection of all existing Underground Facilities at the Site, and repairing any damage to such Underground Facilities resulting from the Construction, subject to the provisions of Paragraph 5.05.D.

C. *Results of Design-Builder's Execution of Underground Facilities Procedure:* If, during the execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, the Design-Builder identifies an Underground Facility that was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, causing an increase or decrease in the Design-Builder's cost of, or the time required for, providing Design Professional Services or performing the Construction, then Design-Builder shall submit to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the identification of the Underground Facility in question.

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D. *Underground Facility Found During Construction*: If Design-Builder believes that an Underground Facility that is uncovered, exposed, or revealed at the Site during Construction was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and also that such Underground Facility was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, then Design-Builder shall promptly give written notice to Owner, and supplement the notice by submitting to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the uncovering or revealing of the Underground Facility in question.

1. *Owner's Review:* Owner will investigate the Underground Facility found during Construction promptly after receiving the notice. If Owner concurs with Design-Builder that the Underground Facility that is uncovered, exposed, or revealed at the Site was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and further was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, causing an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the actual location, then an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11. If Owner does not concur with Design-Builder, then Owner shall so indicate in writing, with a specific explanation of the reason for non-concurrence.

2. No request by Design-Builder for an equitable adjustment under Paragraph 5.05.D shall be allowed unless Design-Builder has given the written notice required.

E. *Inadequate Establishment or Execution of Underground Facilities Procedure:* If DesignBuilder does not establish an Underground Facilities Procedure that is (1) adequate for the Site and the nature of the Project and (2) consistent with the guidelines set forth in ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," or Design-Builder does not adequately execute a duly established Underground Facilities Procedure, then Design-Builder shall bear all costs associated with the presence of an Underground Facility that was not identified or located with reasonable accuracy, including but not limited to delay, redesign, relocation, and increased Construction costs, if such Underground Facility would have been identified and located with reasonable accuracy by an adequate and properly executed Underground Facilities Procedure that was consistent with ASCE 38.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reliance by Design-Builder on Technical Data Authorized:* Design-Builder may rely on the accuracy of the Technical Data with respect to environmental conditions at the Site.

B. Design-Builder shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

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C. Design-Builder shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Design-Builder, Project Design Professionals, Construction Subcontractors, Suppliers, or anyone else for whom Design-Builder is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

D. If Design-Builder encounters, uncovers, or reveals a Hazardous Environmental Condition (whether during Site investigation or during Construction) whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Design-Builder or anyone for whom Design-Builder is responsible creates a Hazardous Environmental Condition, then Design-Builder shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.16); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take corrective action, if any, and take such actions as are necessary to permit Owner to timely obtain required permits and provide Design-Builder the written notice required by Paragraph 5.06.E. If Design-Builder or anyone for whom Design-Builder is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

E. Design-Builder shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Design-Builder either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

F. If after receipt of such written notice Design-Builder does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the portion of the Work that is in the area affected by such condition shall be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 9.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Contract Documents or the Technical Data, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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H. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Design-Builder's failure to control, contain, or remove a Constituent of Concern brought to the Site by Design-Builder or by anyone for whom Design-Builder is responsible, or to a Hazardous Environmental Condition created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.H shall obligate Deign-Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Design-Builder shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Design-Builder's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due, or until completion of the correction period specified in Paragraph 14.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other specific provisions of the Contract. Design-Builder shall also furnish such other bonds as are required by other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Design-Builder shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Design-Builder is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then DesignBuilder shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Design-Builder has failed to obtain a required bond, Owner may exclude the DesignBuilder from the Site and exercise Owner's termination rights under Article 15.

F. Upon request to either Owner or Design-Builder from any Construction Subcontractor, Project Design Professional, Supplier, or other person or entity claiming to have furnished labor,

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services, materials, or equipment used in the performance of the Work, the recipient of the request shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Design-Builder shall obtain and maintain insurance as required in this Article.

B. All insurance required by the Contract to be purchased and maintained by Owner or DesignBuilder shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages.ll companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. All insurance required by the Contract to be purchased and maintained by Design-Builder shall be primary and without contribution by insurance maintained by Owner.

D. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.

E. Design-Builder shall require (a) its Construction Subcontractors and Engineer (and any other Project Design Professional that is an independent individual or entity) to purchase and maintain commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability (as applicable), and umbrella or excess liability insurance, and (b) its Construction Subcontractors to purchase and maintain contractor's pollution liability insurance. All such required insurance shall meet the same requirements for the applicable category of insurance established in this Contract for Design-Builder.

F. Design-Builder shall deliver to Owner, with copies to each additional insured (as identified in this Article or elsewhere in the Contract), certificates of insurance establishing that Design-Builder has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Design-Builder shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if permitted) and deductibles, and evidence of insurance required to be purchased and maintained by Design-Builder's Construction Subcontractors, Engineer, and any other Project Design Professional that is an independent individual or entity. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

G. Owner shall deliver to Design-Builder, with copies to each additional insured (as identified in this Article or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by DesignBuilder or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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H. Failure of Owner or Design-Builder to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Design-Builder to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

I. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

If Design-Builder has failed to obtain and maintain required insurance, Owner may exclude the Design-Builder from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

J. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

K. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder or Design-Builder's interests.

L. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Design-Builder's Insurance*

A. *Workers' Compensation and Employer's Liability:* Design-Builder shall purchase and maintain workers' compensation and employer's liability insurance for:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered:* Design-Builder shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of DesignBuilder, on an occurrence basis, against:

1. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees.

2. Claims for damages insured by reasonably available personal injury liability coverage.

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3. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content:* Design-Builder's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained for three years after final payment.

   b. Design-Builder shall furnish Owner and each other additional insured evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Design-Builder's contractual indemnity obligations in Paragraph 7.19.

3. Broad form property damage coverage.

4. Severability of interests and no insured-versus-insured or cross-liability exclusions.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG

   20 37 10 01 (together). If Design-Builder demonstrates to Owner that the specified ISO endorsements are not commercially available, then Design-Builder may satisfy this requirement by providing equivalent endorsements.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:

1. Any modification of the standard definition of "insured contract."

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs.

4. Any exclusion of coverage relating to earth movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability.

6. Any limitation or exclusion based on the nature of Design-Builder's work.

7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.

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E. *Automobile liability:* Design-Builder shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

F. *Umbrella or excess liability:* Design-Builder shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each and every one of the underlying policies. Design-Builder may meet the combined limits of insurance (underlying policy plus applicable umbrella or excess) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy that follows the form of the underlying policy, as specified herein.

G. *Contractor's pollution liability insurance:* Design-Builder shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Design-Builder's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

H. *Additional insureds:* The Design-Builder's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and any individuals or entities identified as required additional insureds; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Design-Builder shall obtain all necessary endorsements to support these requirements. I. *Professional liability insurance:*

1. Design-Builder shall be responsible for purchasing and maintaining professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which Design-Builder is legally liable.

2. If in the performance of this Contract any Design Professional Services, or other professional engineering or similar services, are to be performed by an independent design professional, under direct contract to Design-Builder or at any lower contractual tier, then Design-Builder shall be responsible for assuring that such independent design professional purchases and maintains professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the independent design professional is legally liable.

3. If a Construction Subcontractor at any tier will provide or furnish design, engineering, or other similar professional services under this Contract, as the result of a delegation of professional design responsibilities or otherwise, then Design-Builder shall assure that such Construction Subcontractor purchases and maintains applicable professional liability

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insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable.

4. Any professional liability insurance required under this Contract shall be maintained throughout the duration of the Contract and for a minimum of three years after Substantial Completion. For each claims-made professional liability policy furnished and maintained to satisfy the requirements of this Paragraph 6.03.I, the retroactive date on the policy shall pre-date the commencement of furnishing services on the Project. J. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. Include at least the specific coverages provided in this Article.

2. Be written for not less than the limits of coverage provided in this Article or required by Laws or Regulations, whichever is greater.

3. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days' prior written notice has been given to Design-Builder. Within 3 days of receipt of any such written notice, Design-Builder shall provide a copy of the notice to Owner and each other insured under the policy.

4. Remain in effect at least until final payment and Design-Builder's departure from the Site (and longer if expressly required elsewhere in this Contract), and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. Provide applicable protection from claims that may arise out of or result from the performance of the Work, whether such performance is by Design-Builder, a Project Design Professional, any Construction Subcontractor or Supplier, or anyone directly or indirectly retained by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

6.04 *Owner's Liability Insurance*

A. In addition to the liability insurance required to be provided by Design-Builder, the Owner, at Owner's option and expense, may purchase and maintain Owner's own liability insurance to protect Owner against claims which may arise with respect to the Project.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Design-Builder, and Design-Builder cannot rely upon Owner's liability policies for any of Design-Builder's obligations to the Owner or third parties.

6.05 *Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Design-Builder shall purchase and maintain builder's risk insurance upon the Construction on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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1. Include the Owner and Design-Builder as named insureds, and all Construction Subcontractors, and any individuals or entities required to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, the parties required to be insured shall collectively be referred to as "insureds."

2. Be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Construction, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Design-Builder.

3. Cover, as insured property, at least the following: (a) the Construction (including but not limited to all buildings, structures, foundations, excavations, underground property, pilings, underground pipes, flues, drains, wiring, cables, and the like) and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into the Construction, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent Construction but which are intended to provide working access to the Site, or to the Construction, or which are intended to provide temporary support for the Construction, including scaffolding, form work, fences, shoring, lighting, cribbing, falsework, and temporary structures.

4. Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. Extend to cover damage or loss to insured property while in transit.

7. Allow for partial occupation or use of the Construction by Owner, such that those portions of the Construction that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. Provide for the waiver of claims and waiver of the insurer's subrogation rights, as set forth in Paragraph 6.06.

9. Provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

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10. Not include a co-insurance clause.

11. Include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. Include performance/hot testing and start-up.

13. Be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Construction by Owner, until the Construction is complete.

B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days' prior written notice has been given to the purchasing policyholder. Within 3 days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Construction prior to Substantial Completion of all the Work as provided in Paragraph 14.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through DesignBuilder) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Construction that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Construction not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance:* If Design-Builder elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Design-Builder's expense.

F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Design-Builder, a Construction Subcontractor, or an employee of Design-Builder or a Construction Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

G. *Loss of Use and Delay in Start-up:* Unless otherwise expressly stated elsewhere in this Contract, the Owner is responsible, at its option, for purchase and maintenance of insurance to protect Owner against the loss of use or delays in start-up caused by property damage.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against any

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Project Design Professional or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and DesignBuilder waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Construction; and, in addition, waive all such rights against the Project Design Professionals, their consultants, all Construction Subcontractors, all individuals or entities identified as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Design-Builder as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Design-Builder, the Project Design Professionals, and the Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Construction caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 14.04, after Substantial Completion pursuant to Paragraph 14.03, or after final payment pursuant to Paragraph 14.06.

C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that the insured is allowed to waive the insurer's rights of subrogation against Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, in a written contract executed prior to the loss, damage, or consequential loss.

D. Design-Builder shall be responsible for assuring that each Construction Subcontract contains provisions whereby the Construction Subcontractor waives all rights against Owner, DesignBuilder, all individuals or entities identified as insureds, the Project Design Professionals, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Project.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other

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insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall maintain such funds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Construction shall be repaired or replaced, the money so received applied on account thereof, and the Construction and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – DESIGN-BUILDER'S RESPONSIBILITIES

7.01 *Design Professional Services*

A. Design-Builder shall provide the Design Professional Services needed to successfully perform and complete the Work required under this Contract.

B. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7.02 *Construction*

A. Design-Builder shall perform and furnish the Construction pursuant to the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified.

B. Design-Builder shall keep Owner advised as to the progress of the Construction.

7.03 *Supervision and Superintendence of Construction*

A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. DesignBuilder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction.

B. At all times during the progress of Construction, the Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

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7.04 *Labor; Working Hours*

A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, and in the absence of any Laws or Regulations to the contrary, Design-Builder may perform the Construction on legal holidays, during any or all hours of the day, and on any or all days of the week, at Design-Builder's sole discretion.

7.05 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified by Owner or in the Construction Drawings or Construction Specifications, and unless specified otherwise shall be new and of good quality. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

7.06 *"Or Equals" and Substitutions*

A. If an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, then during the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may request that Owner authorize the use of other items of material or equipment, or items from other proposed suppliers, by including the proposed items in the proposed Construction Drawings or Construction Specifications, with required notice to Owner that the Submittal contains a variation from the Contract Documents. Owner in its

sole discretion may approve the use of the item if Owner determines that the item is functionally equal to that named and sufficiently similar so that no change in related Work will be required, taking into consideration whether the item:

1. Is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2. Will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; 3. Has a proven record of performance and availability of responsive service; and

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4. Is not objectionable.

B. *Effect of Owner's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

C. *Substitutes:* During the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may propose a substitute to an item of material or equipment that is required to be furnished by the Contract Documents. Any such proposal shall be made in a transmittal to Owner that is separate from and independent of any Design Submittals. The proposal shall describe the advantages, disadvantages, and changes in Contract Price or Contract Time associated with the proposed substitute. Approval of the proposed substitute shall be at Owner's sole discretion. If approved, the substitute item shall be incorporated in the Construction Drawings and Construction Specifications.

D. *Design Professional Review:* Before Design-Builder transmits its proposal to Owner, the Project Design Professional that designed the portion of the Work affected by the proposed "or equal" or substitute shall review and approve the proposal.

E. *Construction Drawings and Construction Specifications:* "Or equal" or substitute proposals with respect to items of material or equipment that are required in the Construction Drawings and Construction Specifications shall be considered proposed modifications of the Construction Drawings and Construction Specifications, and shall be governed by the provisions of Paragraph 8.02.H.

7.07 *Concerning Project Design Professionals, Construction Subcontractors, Suppliers, and Others*

A. Design-Builder may retain Project Design Professionals, Construction Subcontractors, and Suppliers for the performance of parts of the Work. Such Project Design Professionals, Construction Subcontractors, and Suppliers must be acceptable to Owner.

B. Design-Builder shall retain specific Project Design Professionals, Construction Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required to do so by the Contract Documents (including but not limited to the Proposal Amendment) as of the Effective Date.

C. Prior to entry into any binding Design Agreement, Construction Subcontract, or purchase order, Design-Builder shall submit to Owner the identity of the proposed Project Design Professional, Construction Subcontractor, or Supplier (unless Owner has already deemed such proposed contractual party acceptable, during the bidding process or otherwise). Such proposed contractual party shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

D. Owner may require the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work solely on the basis of substantive, reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Project Design Professional, Construction Subcontractor, Supplier, or other entity.

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E. If Owner requires the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work, then Design-Builder shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.

F. No acceptance by Owner of Engineer or of any Project Design Professional, Construction Subcontractor, Supplier, or other entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

G. Design-Builder shall be fully responsible to Owner for all acts and omissions of the Project Design Professionals, Construction Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work, just as Design-Builder is responsible for Design-Builder's own acts and omissions.

H. Design-Builder shall be solely responsible for scheduling and coordinating the services and work of the Project Design Professionals, Construction Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

I. Design-Builder shall restrict all Project Design Professionals, Construction Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating directly with Owner, except in case of an emergency or a matter involving public health, safety, or welfare, or as otherwise expressly allowed herein.

J. Owner may furnish to any Project Design Professional, Construction Subcontractor, or Supplier, to the extent practicable, information about amounts paid to Design-Builder on account of Work performed for Design-Builder by the requesting party. K. Nothing in the Contract Documents:

1. Shall create for the benefit of any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity any contractual relationship between Owner and such third-party individual or entity; nor

2. Shall create any obligation on the part of Owner to pay or to see to the payment of any money due any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity except as may otherwise be required by Laws and Regulations.

7.08 *Patent Fees and Royalties*

A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents or other Contract Documents for use in the performance of the Construction, and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then Owner has disclosed the existence of such rights to Design-Builder in the Conceptual Documents or other Contract Documents.

B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners,

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employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device, except those required by the Contract Documents.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design-Builder and its officers, directors, members, partners, employees or agents, Project Design Professionals, Construction Subcontractors, and Suppliers from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Contract Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

7.09 *Permits and Utility Charges*

A. The Contract Documents allocate responsibility for obtaining and paying for specified permits, licenses, certificates of occupancy, and approvals of governmental authorities having jurisdiction over the Work. Each party shall assist the other, when necessary, in obtaining such permits, licenses, certificates, and approvals.

B. Design-Builder shall pay all charges of utility owners for temporary service to the Work. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work, and for capital costs related thereto.

7.10 *Taxes*

A. Design-Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Design-Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring DesignBuilder's compliance with any Laws or Regulations.

B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

C. Changes in Laws or Regulations that occur after the date on which the Design-Builder committed to the Contract Price (whether by negotiation or making an offer or proposal) and

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affect the cost or time of performance shall be the subject of an equitable change in Contract Price or Contract Times.

7.12 *Record Documents*

A. Design-Builder shall maintain the Record Documents in good order, in a safe place at the Site. Design-Builder shall annotate the Record Documents to show all changes and clarifications made (whether in the field or otherwise) during performance of Construction. The Record Documents, as annotated, will be available to Owner for reference. Upon completion of the Construction, Design-Builder shall deliver the Record Documents, as annotated, to Owner.

B. After receipt and review of the Record Documents from Design-Builder upon completion of Construction, the Owner may comment on any possible inaccuracies. After Owner and Design-Builder collaboratively address any such comments, the Record Documents shall be deemed to be Record Drawings and Record Specifications.

C. The Record Drawings and Record Specifications are Contract Documents, and are binding upon Design-Builder with respect to its obligations to comply with the Contract Documents, including but not limited to correction period responsibilities and warranty obligations.

7.13 *Safety and Protection*

A. Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Construction Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of Construction.

B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any.

D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.

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E. All damage, injury, or loss to any property referred to in Paragraph 7.13.A.2 or 7.13.A.3 caused, directly or indirectly, in whole or in part, by Design-Builder, any Construction Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Builder.

F. Design-Builder's duties and responsibilities for safety and for protection of the Construction shall continue until such time as all the Work is completed, Owner has issued a notice to Design-Builder in accordance with Paragraph 14.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion), and DesignBuilder has left the Site.

G. Design-Builder's duties and responsibilities for safety and protection shall resume whenever Design-Builder or any Construction Subcontractor, Supplier, or other representative returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Safety Representative*

A. Design-Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.15 *Hazard Communication Programs*

A. Design-Builder shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design-Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.17 *Post-Construction Phase*

A. Design-Builder shall:

1. Provide assistance in connection with the start-up and testing of any equipment or system.

2. Assist Owner in training staff to operate and maintain the Work.

7.18 *Design-Builder's General Warranty and Guarantee*

A. Design-Builder warrants and guarantees to Owner that Design-Builder will perform and complete the Construction as required by the Contract Documents, and that all Construction will be in accordance with the Contract Documents, the Construction Drawings, and the

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Construction Specifications (as duly modified in accordance with the Contract), and will not be defective.

B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification or improper maintenance or operation by persons other than Design-Builder, Construction Subcontractors, or Suppliers or any other individual for whom Design-Builder is responsible; or

2. Normal wear and tear under normal usage.

C. None of the following will constitute an acceptance by Owner of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents, unless expressly stated otherwise in writing:

1. Observations by Owner;

2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Submittal;

6. Any inspection, test, or approval by others; or

7. Any correction of defective Construction by Owner.

7.19 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's Consultant, and their officers, directors, members, partners, employees, agents, consultants, and subcontractors, from losses, damages, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

B. In any and all claims or actions against Owner, Owner's Consultant, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, any individual or entity directly or indirectly employed or retained by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation

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under Paragraph 7.19.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder, a Project Design Professional, or any Construction Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations of Design-Builder under Paragraph 7.19.A shall not extend to the liability of Owner's Consultant, other consultants or design professionals of Owner, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 8 – SUBMITTALS

8.01 *Design-Builder's Preparation of Submittals*

A. Design Submittals shall be prepared by Project Design Professionals, on behalf of DesignBuilder.

B. The appropriate Project Design Professional shall review and approve each Submittal (including but not limited to all Design Submittals), other than those Submittals not involving technical or engineering matters, before Design-Builder's transmittal of such Submittal to Owner. Such review and approval shall account for the following, as appropriate:

1. That any items covered by such Submittal will, after installation or incorporation in the Construction, comply with the information and requirements in the Contract Documents and the Construction Drawings and Construction Specifications, as duly modified, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified.

2. That if the Submittal includes any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, or any proposed variation from the requirements of such documents, such proposed modification or variation is acceptable based on the standards of the engineering profession (or other applicable design profession), and if implemented will be supported by signing or sealing by a licensed design professional, as necessary.

C. Before Design-Builder's transmittal of a Submittal to Owner, the Design-Builder shall, as applicable:

1. Review and coordinate the Submittal with other Submittals and with the requirements of the Work, the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified;

2. Determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, and confirm that the Submittal is complete with respect to all related data included in the Submittal;

3. Determine and verify the suitability of proposed materials and equipment with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation; and

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4. Determine and verify all information relative to Design-Builder's responsibilities for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

D. Design-Builder shall give Owner specific written notice of any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, and any variations that a Submittal may have from the requirements of the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Submittal in drawing form, by a specific notation made on the drawing itself.

E. Each Submittal shall bear a stamp or specific written certification by Design-Builder that it has satisfied its obligations under the Contract Documents with respect to preparation of the Submittal, and that Design-Builder approves the Submittal.

F. All Submittals must be acceptable based on compliance with form and content requirements of the Contract Documents. Design-Builder shall submit Design Submittals for Owner's review and approval. Other Submittals shall not require express approval, except as indicated elsewhere in the Contract Documents.

8.02 *Owner's Review of Submittals*

A. Owner will review all Submittals, and may comment on any Submittal. Any response to a Submittal by Owner shall be in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.07, and the provisions of the Contract Documents.

B. For those Submittals requiring Owner's review and approval, Owner's response will be in writing and will indicate either that Owner approves the Submittal or rejects the Submittal. Owner may also include comments regarding the approved or rejected Submittal. For those Submittals that do not require approval, the Submittal shall be deemed acceptable to Owner unless Owner responds with a timely objection or adverse comment.

C. Unless a specific provision of the Contract Documents expressly provides otherwise, Owner's review of a Submittal will be to determine if the Submittal complies with and is consistent with the Contract Documents. If Owner concludes that a Submittal requiring approval complies with and is consistent with the Contract Documents, the Owner shall approve such Submittal.

D. Owner's approval, rejection, or acceptance of a Submittal will not extend to the means, methods, techniques, sequences, or procedures of Construction, or to safety precautions or programs incident thereto.

E. Owner's review, comments, approval, rejection, or acceptance of Submittals shall not relieve Design-Builder from responsibility for (1) performance of the Work in accordance with the Contract Documents, (2) the scheduling and progress of the Work, (3) the means, methods, sequences, techniques, and procedures of Construction, and safety precautions and programs incident thereto, or (4) any variation from the requirements of the Contract Documents, unless Design-Builder has in a separate written communication at the time of submission called Owner's attention to each such variation, and Owner has given written approval of each

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such variation; nor shall Owner's review, comments, approval, rejection, or acceptance of a Submittal impose any such responsibility on Owner.

F. Construction tasks and expenditures by Design-Builder prior to Owner's review and approval or acceptance of any Submittal will be at the sole risk of Design-Builder.

G. In reviewing, approving, rejecting, accepting, or commenting on any Design Submittal, Owner does not assume responsibility for the design, for any deficiencies in the Design Submittal or in the Design Professional Services by which they were prepared, or for constructability, cost, or schedule problems that may arise in connection with the Design Submittal.

H. The parties acknowledge that Design-Builder's design responsibilities continue after commencement of Construction. During the course of Construction, the Design-Builder may propose modifications to the Construction Drawings and Construction Specifications. Owner shall approve such proposed modifications if (1) they comply with and are consistent with the Contract Documents, (2) Design-Builder has demonstrated that the modification is minor in character, or will not be detrimental to the quality and function of the Work, (3) the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters, and (4) Owner has not relied on the previously-approved Construction Drawings and Construction Specifications, such that the proposed modification would be detrimental to the Owner's interests. At its option, Owner may also approve more substantial or divergent proposed modifications, provided that the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters.

ARTICLE 9 – OTHER CONSTRUCTION

9.01 *Other Work*

A. In addition to and apart from the Work to be performed and furnished by Design-Builder under the Contract Documents, the Owner may perform other construction work at or adjacent to the Site during the course of the Project. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Design-Builder written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work at or adjacent to the Site, Owner shall provide such information to Design-Builder.

C. Design-Builder shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and to Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Design-Builder shall do all cutting, fitting, and patching of the Construction that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder

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may cut or alter others' work with the written consent of Owner and the others whose work will be affected.

D. If the proper execution or results of any part of the Construction depends upon work performed by others under this Article 9, Design-Builder shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Construction. Design-Builder's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Construction, except for latent defects and deficiencies in such other work.

9.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth or provided to Design-Builder prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. If the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors, Owner shall have sole authority and responsibility for such coordination.

9.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Construction or to the property of DesignBuilder or the Construction Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Construction, through actions or inaction, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Design-Builder in the Contract Documents, and any provisions in Laws or Regulations concerning utility action or inaction, or related remedies. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Design-Builder assigning to Owner all Design-Builder's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

B. Design-Builder shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner

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performing other work at or adjacent to the Site. If Design-Builder fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Design-Builder, and assign to such other contractor or utility owner the Owner's contractual rights against Design-Builder with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Design-Builder shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Design-Builder's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Design-Builder.

D. If Design-Builder damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Design-Builder's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Design-Builder's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Design-Builder or Owner, then Design-Builder shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 10 – OWNER'S RESPONSIBILITIES

10.01 *General*

A. Owner shall do the following in a timely manner so as not to delay the services of DesignBuilder:

1. If requested in writing by Design-Builder, furnish reasonable evidence satisfactory to Design-Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design-Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days' notice to the Owner;

2. Make payments to Design-Builder promptly when they are due, as provided in Paragraph 14.01 and 14.06;

3. Furnish the Site as set forth in Paragraph 5.01; arrange for safe access to and make all provisions for Design-Builder to enter upon public and private property as may reasonably be required for Design-Builder to perform Work under the Contract.

4. Furnish to Design-Builder, as required for performance of the Work, the following, all of which Design-Builder may use and rely upon in performing services under this Agreement:

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a. Environmental assessment and impact statements;

b. Property, boundary, easement, right-of-way, and other special engineering surveys or data;

c. Property descriptions;

d. Zoning, deed, and other land use restrictions;

e. Utility and topographic mapping and surveys;

f. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; any information or data known to Owner concerning underground facilities at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data;

g. Any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site;

h. Engineering surveys to establish reference points which in Owner's judgment are necessary to enable Design-Builder to proceed with the Work;

i. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and

j. Permits, licenses, and approvals of government authorities that the Contract Documents expressly require Owner to obtain.

5. Provide information known to Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.

B. If an obligation ascribed to Owner in Paragraph 10.01.A is expressly assigned to DesignBuilder, in the description of the Work or elsewhere in the Contract Documents, then such express assignment to Design-Builder shall supersede the provision in Paragraph 10.01.A.

C. Recognizing and acknowledging that Design-Builder's services and expertise do not include the following services, Owner shall furnish or obtain, as required for the Project:

a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

b. Legal services with regard to issues pertaining to the Project as Owner requires, or Design-Builder reasonably requests.

c. Such auditing services as Owner requires to review cost submittals or ascertain how or for what purpose Design-Builder has used the money paid.

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D. Examine all studies, reports, alternate solutions, sketches, drawings, specifications, proposals, Submittals (including Design Submittals), and other documents presented by Design-Builder (including obtaining advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate with respect to such examination), and if a decision is required with respect to any such document, render such decision in writing pursuant to any specific schedule, or if no specific schedule pertains, within a reasonable time after receipt of the document.

10.02 *Insurance*

A. Owner's responsibilities with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

10.03 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

10.04 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility with respect to undisclosed Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in Paragraph 5.06.

10.05 *Owner's Site Representative*

A. Owner may furnish an Owner's Site Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Owner's Site Representative and assistants will be as provided.

10.06 *Owner's Consultants and Managers*

A. Owner's Consultant, if any, is identified in the Agreement.

B. Owner shall advise Design-Builder of the identity and scope of services of any other independent consultants or managers retained by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, constructability review, program management, project management, or contract administration.

C. Neither Owner's Consultant, Owner's Site Representative, nor any other consultant or manager retained by Owner, has any duties, responsibilities, or authorities with respect to Design-Builder, unless expressly provided in this Contract. Owner's Consultant and such other consultants and managers shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work; and will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

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10.07 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to Paragraph 7.13.D.

B. Owner shall inform Design-Builder of any specific requirements of safety or security programs that are applicable to Design-Builder while at the Site.

10.08 *Permits and Approvals*

A. Owner shall obtain reviews, approvals, certificates, and permits from governmental authorities having jurisdiction over the Project as indicated in the Contract Documents.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order or a Work Change Directive.

1. *Change Orders:* If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

2. *Work Change Directives*: The Work modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order. When a Work Change Directive is issued, the parties will promptly meet to attempt to negotiate the Work Change Directive's effect, if any, on the Contract Times and Contract Price. The effect, if any, on Contract Times and Contract Price, together with the Work Change Directive's addition, deletion, or revision to the Work, will be set forth in a subsequently issued Change Order.

B. Either Owner or Design-Builder may propose or request a Change Order. With respect to certain events, this Contract may indicate specific times in which such requests or proposals must be submitted to the other party. With respect to all other events, the request or proposal shall be submitted to the other party within 30 days of the event giving rise to the request or proposal.

11.02 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, and notwithstanding any other provision of the Contract, Owner may, at any time or from time to time, order or authorize additions, deletions, or revisions in the Work within the general scope of the Contract. Such changes may be accomplished by a Change Order, if Owner and DesignBuilder have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be

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performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Design-Builder to undertake work that Design-Builder reasonably concludes cannot be performed in a manner consistent with DesignBuilder's safety or professional obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents, as duly amended, except in the case of an emergency as provided in Paragraph 7.16, or in the case of uncovering Construction as provided in Paragraph 13.03.A.3.

11.04 *Changes Involving the Design*

A. To the extent a change, whether proposed by Design-Builder or Owner, ordered by Owner, or set forth in a proposed Change Order or in a Work Change Directive, involves the design (as set forth in the Construction Drawings, Construction Specifications, or otherwise) or other engineering or technical matters, such changes must be reviewed and approved by the applicable Project Design Professional. The review and approval may occur at the time the change occurs, or as part of Design-Builder's provision of Professional Design Services in response to the change.

11.05 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim regarding an adjustment in the Contract Price shall be presented by written notice to the other party in accordance with Paragraph 16.01.

B. If the Contract Price is based on Cost of the Work, then the provisions in the Agreement regarding Cost of the Work and changes in the Design-Builder's fee, Contract Price, Guaranteed Maximum Price, and Guaranteed Maximum Fee, apply.

C. The value of any Work covered by a Change Order or of any adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.02); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.05.D); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents, and agreement to a lump sum is not reached under Paragraph 11.05.C.2, then on the basis of the Cost of the Work for price adjustments (determined as provided in the Cost of the Work provisions in the Agreement, if applicable, or in Paragraph 12.01), plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.05.D).

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D. *Design-Builder's Fee:* The Design-Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. For costs incurred under Paragraphs 12.01.B.1.a. and 12.01.B.2, the Design-Builder's fee shall be 15 percent;

   b. For costs incurred under Paragraph 12.01.B.3, 12.01.B.4, 12.01.B.5, and 12.01.B.6, the Design-Builder's fee shall be 5 percent;

   c. With respect to Construction Subcontracts, where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of this Contract is that the Design-Builder's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraph 12.01 by the subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Design-Builder itself, and to any Construction Subcontractors of a tier higher than that of the Construction Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Construction Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Construction Subcontractor that actually performs the Work;

   d. With respect to Design Agreements, the Engineer or other invoicing Project Design Professional under a Design Agreement may add a fee of 5 percent to an invoice from a lower tier design entity , and Design-Builder may add a fee of 5 percent to an invoice from Engineer or other invoicing Project Design Professional; Owner shall not be responsible for any other mark-up at any tier (other than those incorporated in a factor, multiplier, hourly rate, or stipulated sum from the entity performing the subject Design Professional Services);

   e. No fee will be payable on the basis of costs itemized in Paragraph 12.01.B.7 or 12.01.C;

   f. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design-Builder's fee by an amount equal to 5 percent of such net decrease; and

   g. When both additions and credits are involved in any one change, the adjustment in Design-Builder's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.05.D.2.a through 11.05.D.2.e., inclusive.

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11.06 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim regarding an adjustment of the Contract Times shall be presented by written notice to the other party pursuant to Paragraph 16.01.

B. Design-Builder's entitlement to an adjustment of the Contract Times under this Contract is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

11.07 *Execution of Change Orders*

A. Owner and Design-Builder shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Design-Builder has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's correction of defective Work under Paragraph 13.05 or Owner's acceptance of defective Work under Paragraph 13.07, or (c) agreed to by the

parties (all subject to the need for review and approval by the applicable Project Design Professional pursuant to Paragraph 11.04); and

4. Changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Article 16.

B. If Owner or Design-Builder refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notice to Sureties*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – COST OF THE WORK ADJUSTMENTS; UNIT PRICE WORK

12.01 *Cost of the Work*

A. *Costs of the Work Adjustment:* When the price of Work covered by a Change Order or an adjustment in Contract Price is to be determined on the basis of Cost of the Work, the Cost of the Work adjustment means the sum of all costs necessarily incurred and paid by DesignBuilder in the proper performance of the specific portion of the Work. The costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the adjustment. If

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the Agreement contains Cost of the Work provisions, such provisions shall govern in determining the Cost of the Work for Change Order or adjustment purposes. If the Agreement does not contain Cost of the Work provisions, then the provisions in Paragraph 12.01 shall apply.

B. *Costs Included:* The Cost of the Work adjustment does not include any of the costs itemized in Paragraph 12.01.C, and shall include only the following items with respect to the subject Work:

1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the subject Work, under schedules of job classifications agreed upon by Owner and Design-Builder in advance of such performance.

    a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the subject Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing the subject Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.

    b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Design-Builder.

        For purposes of this Paragraph 12.01.B.1.b, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, as designated in the Agreement, for services in the performance of the subject Work.

2. Cost of all materials and equipment furnished and incorporated in the subject Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.

3. Cost of permits obtained by Design-Builder.

4. Payments made by Design-Builder to Construction Subcontractors for subject Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.

5. Payments made by Design-Builder for Design Professional Services provided or furnished with respect to the subject Work under a Design Agreement.

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6. Costs of special consultants (not including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the subject Work.

7. Supplemental costs including the following items:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Design-Builder.

   c. Rentals of all construction or engineering equipment and machinery, and their parts, whether rented from Design-Builder or from others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal of such equipment, machinery, and parts. All such costs shall be in accordance with the terms of such rental agreements. The rental of any such equipment, machinery, or parts shall cease when its use is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the subject Work, and for which Design-Builder is liable, imposed by Laws or Regulations.

   e. Deposits lost for causes other than negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses, damages, and related expenses caused by damage to the subject Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site, as applicable to the subject Work.

   h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

   i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

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1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1, all of which are to be considered administrative costs covered by the Design-Builder's fee.
2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the subject Work and charges against Design-Builder for delinquent payments.
4. Costs due to the negligence of Design-Builder, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 12.01.B.

D. *Design-Builder's Fee*: When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.05.D.

E. *Documentation:* Whenever the cost of any Work is to be determined pursuant to Paragraph 12.01.B and 12.01.C, Design-Builder will establish and maintain cost records in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

12.02 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner.

B. If Design-Builder's compensation is based on Cost of the Work, this Contract will not include compensation under unit prices unless expressly stated otherwise.

C. Each unit price will be deemed to include an amount considered by Design-Builder to be adequate to cover Design-Builder's overhead and profit for each separately identified item.

D. Design-Builder or Owner may seek an adjustment in the Contract Price if:

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1. The quantity of any item of Unit Price Work performed by Design-Builder differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
2. Such an adjustment would not duplicate, and is coordinated with, any other related adjustments of Contract Price; and
3. Design-Builder has incurred additional expense, or less expense, as a result of the variation in quantity.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

13.01 *Access to Construction*

A. Owner, Owner's Consultant, Owner's Site Representative, and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply therewith as applicable.

13.02 *Tests, Inspections, and Approvals*

A. Design-Builder shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
   1. By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
   2. By Laws and Regulations, unless the Contract Documents or Laws and Regulations expressly allocate responsibility for a specific inspection or test to Owner;
   3. To attain Owner's acceptance of materials or equipment to be incorporated in the Construction;
   4. By manufacturers of equipment furnished under the Contract Documents;
   5. To meet the requirements of the Construction Drawings and Construction Specifications;
   6. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Construction; and
   7. For acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Construction.

B. Owner shall be responsible for arranging, obtaining, and paying for all inspections and tests expressly required by the Contract Documents or Laws and Regulations to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Construction shall be governed by the provisions of Paragraph 13.03.

C. All inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Design-Builder.

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D. If the Contract Documents require the Construction (or part thereof) to be approved by Owner or another designated individual or entity, then Design-Builder shall assume full responsibility for arranging and obtaining such approvals.

E. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, and approvals.

F. Design-Builder shall give Owner timely notice of readiness of the Construction (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

G. Each party shall provide the other with copies of any certificates of inspection or approval obtained with respect to tests and inspections.

H. Both parties may rely on the results of inspections and tests, performed pursuant to this paragraph and the governing provisions of the Contract Documents, Laws and Regulations, and the Construction Drawings and Construction Specifications.

I. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.03 *Uncovering Construction*

A. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, then Design-Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection, or testing, as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment.

1. If the Construction had been covered contrary to the written request of Owner or a requirement of the Contract Documents, then uncovering it for Owner's observation and re-covering it shall be at Design-Builder's expense, regardless of whether it is defective.

2. If it is found that the covered Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement, re-covering, or reconstruction (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.

3. If the covered Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, re-covering, and reconstruction, subject to the provisions of Paragraph 13.03.A.1.

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13.04 *Defective Construction*

A. It is Design-Builder's obligation to assure that the Construction is not defective.

B. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. Owner may reject, accept, or correct defective Construction.

C. Promptly after receipt of written notice of defective Construction, unless Owner expressly indicates that it will accept the defective Construction, Design-Builder shall correct all such defective Construction, whether or not fabricated, installed, or completed; or, if Owner has rejected the defective Construction, remove it from the Project and replace it with Construction that is not defective.

D. When correcting defective Construction, Design-Builder shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Construction.

13.05 *Owner May Correct Defective Construction*

A. If Design-Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction, or if Design-Builder fails to perform the Construction in accordance with the Contract Documents, or if DesignBuilder fails to comply with any other provision of the Contract Documents, Owner may, after 7 days' written notice to Design-Builder, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.05 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design-Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design-Builder's services related thereto, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere. Design-Builder shall allow Owner, Owner's Consultant, Owner's Site Representative, and Owner's other representatives, agents, employees, and contractors, access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

13.06 *Costs*

A. Design-Builder shall bear all costs arising out of or relating to the correction, removal, or replacement of defective Construction, including but not limited to repair of adjacent Work or property; delay costs and impacts; fees and charges of engineers, architects, attorneys, and other professionals; and all court, arbitration, or other dispute resolution costs.

B. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising its rights and remedies arising from defective Construction under this Article will be charged against Design-Builder, by set-off against payment or otherwise.

C. Design-Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to defective Construction.

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13.07 *Owner's Acceptance of Defective Construction*

A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. If such acceptance is proposed prior to final payment, it shall be subject to confirmation by the applicable Project Design Professional that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Design-Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted.

13.08 *Owner May Stop Construction*

A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

ARTICLE 14 – PAYMENTS TO DESIGN-BUILDER; COMPLETION

14.01 *Progress Payments*

A. *Basis for Progress Payments:* The Schedule of Values established as provided in Paragraph 2.04 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

B. *Application for Progress Payment:* On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design-Builder shall submit to Owner for review an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner. C. *Payment of Obligations:*

1. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.

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2. If Design-Builder contends that it has withheld payment of underlying obligations for good cause, then Design-Builder shall inform Owner of the identity of the entity from which Design-Builder has withheld payment, the amount of the withholding, and the reason for the withholding.

D. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

E. *Review of Applications:*

1. Owner will, within 10 days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design-Builder indicating in writing its reasons for refusing to accept the Application.

F. Not more than 10 days after accepting such Application the amount will become due and when due will be paid by Owner to Design-Builder.

1. If Owner should fail to pay Design-Builder at the time the payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that he will stop the Work within 7 days after receipt of the notice by Owner, and after such 7-day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

2. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

3. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

G. *Reduction in or Refusal to Make Payment:*

1. Owner may impose a set-off against the whole or any part of any such payment, or nullify any previous payment because of subsequently discovered evidence or the results of subsequent inspections or tests, to the extent that is reasonably necessary to protect Owner from loss because:

a. Claims have been made against Owner on account of Design-Builder's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Design-Builder's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from breach of warranty, workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Design-Builder has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Design-Builder has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental

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Condition for which Design-Builder is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Construction is defective, requiring correction or replacement;

g. Owner has been required to correct defective Construction in accordance with Paragraph 13.05, or has accepted defective Construction pursuant to Paragraph 13.07;

h. The Contract Price has been reduced by Change Orders;

i. An event that would constitute a default by Design-Builder and therefore justify a termination for cause has occurred;

j. Special damages, or performance damages have accrued under the Contract Documents as a result of Design-Builder's failure to achieve Milestones, Substantial Completion, final completion of the Work, or performance requirements, as applicable;

k. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens; or

l. There are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, Owner will give Design-Builder immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Design-Builder any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Design-Builder the amount so withheld, or any adjustment thereto agreed to by Owner and Design-Builder, if DesignBuilder remedies the reasons for such action. The reduction imposed shall be binding on Design-Builder unless it duly presents a written notice of Claim contesting the reduction.

14.02 *Design-Builder's Warranty of Title*

A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether already incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.03 *Substantial Completion*

A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor.

B. If Owner considers the Work substantially complete:

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1. Owner and Design-Builder will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Design-Builder agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

2. Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. Owner shall attach to the certificate a punch list of items to be completed or corrected before final payment.

C. After Substantial Completion the Design-Builder shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases DesignBuilder may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

D. Owner shall have the right to exclude Design-Builder from the Site after the date of Substantial Completion subject to allowing Design-Builder reasonable access to remove its property and complete or correct items on the punch list.

14.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (1) has specifically been identified in the Contract Documents, or (2) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction that Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 14.03 for that part of the Construction.

2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 6.05 regarding property insurance.

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14.05 *Final Inspection*

A. Upon written notice from Design-Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design-Builder and will notify DesignBuilder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.06 *Final Payment*

A. *Application for Payment:*

1. After Design-Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, and Record Documents, Design-Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by:

   a. All documentation called for in the Contract Documents;

   b. Consent of the surety, if any, to final payment;

   c. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment;

   d. A list of all disputes that Design-Builder believes are unsettled; and

   e. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 14.06.A.2, and as approved by Owner, Design-Builder may furnish receipts or releases in full and an affidavit of Design-Builder that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed, and (b) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Project Design Professional, Construction Subcontractor, or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 10 days after receipt of the final Application for Payment, give written notice to Design-Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in

which case Design-Builder shall make the necessary corrections and resubmit the Application.

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C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment.

D. *Payment Becomes Due*: The amount will become due and will be paid by Owner to DesignBuilder 30 days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability.

14.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Design-Builder. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.05, from Design-Builder's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from unresolved disputes or Claims presented by Owner, or from Design-Builder's continuing obligations under the Contract.

B. The acceptance of final payment by Design-Builder will constitute a waiver by Design-Builder of all claims and rights against Owner other than those pending matters that have been duly submitted to dispute resolution under the provisions of Article 16.

14.08 *Correction Period*

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, DesignBuilder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (1) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (2) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, or removed or replaced, under this Paragraph 14.08, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design-Builder, which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the progress schedule as duly adjusted).

2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occurs, Owner may, after giving Design-Builder (and the surety, if any) 7 days' written notice, terminate the services of Design-Builder, take possession of any completed Design Submittals prepared by or for Design-Builder (subject to the limited license and indemnification provisions of Paragraph 3.04), exclude Design-Builder from the Site, take possession of the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding Paragraph 15.02.B, Design-Builder's services will not be terminated if Design-Builder begins, within 7 days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

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15.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Design-Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design-Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Amounts paid in settlement of terminated contracts with Project Design Professionals, Construction Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with such terminated contracts); and

4. Reasonable expenses directly attributable to termination.

B. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Design-Builder May Stop Work or Terminate*

A. If, through no act or fault of Design-Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Design-Builder any sum finally determined to be due, then Design-Builder may, upon 7 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.A. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design-Builder any sum finally determined to be due, Design-Builder may upon 7 days' written notice to Owner stop the Work until payment is made of all such amounts due Design-Builder, including interest thereon. The provisions of this paragraph are not intended to preclude Design-Builder from obtaining an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design-Builder's stopping Work as permitted by this paragraph.

ARTICLE 16 – DISPUTES

16.01 *Methods and Procedures*

A. *Notice of Claim:* If Owner and Design-Builder are not in agreement regarding a proposed or requested Change Order, other proposed adjustment of Contract Price or Contract Times, a Work Change Directive issued by Owner, or any other relief proposed or requested under the Contract, then either party may provide written notice of a Claim to the other party. Such notice of Claim shall be given within 90 days of: the proposal or request for a Change Order;

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such other proposed adjustment of Contract Price or Contract Times; the issuance of the Work Change Directive; or the proposal or request for other relief under the Contract.

The notice of Claim shall be given within the 90 days regardless of whether the other party has responded to such proposal, request, or issuance, and regardless of whether discussions or negotiations are in progress; provided, however, that the parties may extend the time to give such notice of Claim by mutual written agreement. The notice of Claim shall include a statement of position, specification of the remedy sought, and supporting documentation.

B. *Response:* Within 30 days of the date of notice of Claim, the receiving party shall respond with a written statement of position and any supporting documentation.

C. *Direct Negotiations:* Owner and Design-Builder agree to directly negotiate all Claims between them in good faith for a period of 60 days from the date of notice of Claim.

D. *Mediation:* If direct negotiations are unsuccessful in resolving a Claim, then Owner and Design-Builder shall submit the unsettled Claim to mediation by a mutually agreeable mediator or mediation service. Owner and Design-Builder agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days.

1. The fees and expenses, including filing fees, of the mediator and any mediation service shall be shared equally by Owner and Design-Builder.
2. The mediation shall be held in the locality where the Project is located, unless another location is mutually agreed upon by the parties.
3. A settlement (if any) resulting from such mediation will be specifically enforceable under the prevailing law, by any court having jurisdiction.
4. Participation in the mediation process in good faith is a condition precedent to commencing final or binding dispute resolution.

E. If mediation is unsuccessful in resolving a Claim, then within 120 days of the completion of the mediation (1) the parties may mutually agree to a binding dispute resolution process of their choice, or (2) the claimant may give notice to the other that the claimant will seek to have the dispute resolved by a binding dispute resolution method established in this Contract, or if no such method has been established, by a court of competent jurisdiction. Failure by claimant to give such notice in a timely manner shall result in a waiver of the Claim.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice to the other party to this Contract, it will be deemed to have been validly given if delivered to the Authorized Representative of the other party:

1. In person, by a commercial courier service or otherwise; or
2. By registered or certified mail, postage prepaid; or
3. By e-mail, with the words "Formal Notice" or similar in the e-mail's subject line.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. Unless expressly stated otherwise in this Contract, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, or waiver of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or
2. Any special warranty or guarantee; or
3. Other provisions of the Contract.

B. The provisions of Paragraph 17.03.A will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to this Contract and any and all Claims and other matters at issue, Owner shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.

17.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.06 *Survival of Obligations*

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

17.07 *Controlling Law*

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

17.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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EXHIBIT A: LIST OF QUALIFICATIONS, ASSUMPTIONS AND EXEMPTIONS

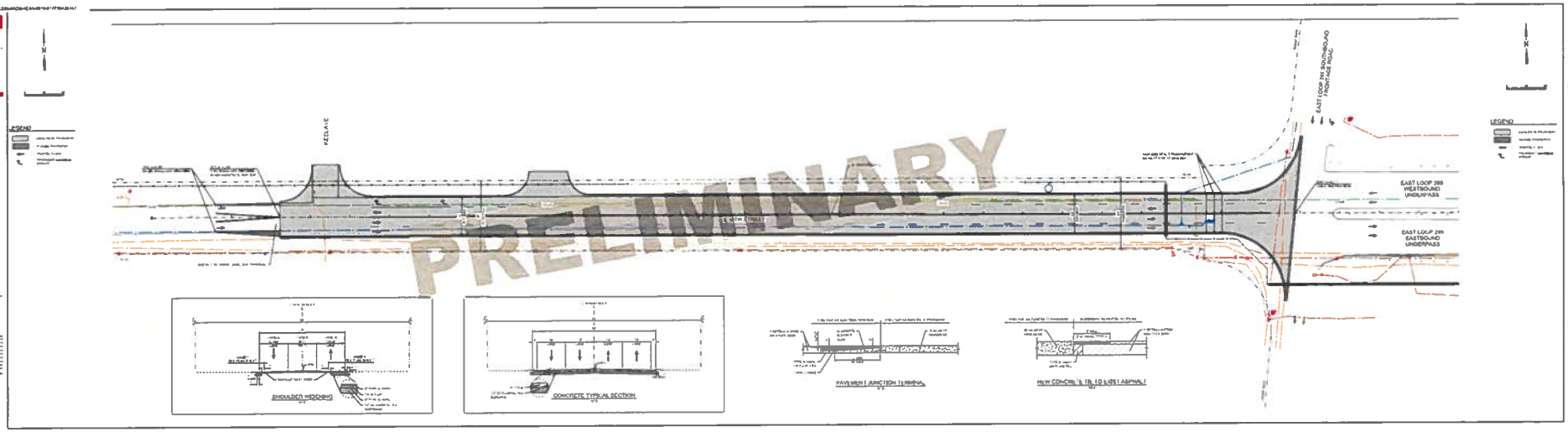
The estimated cost is based on the following assumptions. If these assumptions are not valid, additional time or costs may be required from Owner:

1. The pavement design is based on similar applications in the geographic vicinity and other City of Lubbock projects. Geotechnical studies will be performed after the Effective Date to verify the pavement design, or make adjustments as necessary.
2. The Owner concurs with the roadway typical section proposed.
3. The Owner will assist with all coordination required to review or expedite design review and approval, and clearance of City utilities.
4. The Owner and TxDOT concur with the preliminary traffic control plan. See Exhibit B.
5. The scope of work does not include traffic impact studies or modeling.
6. The portion of East 19th Street within the project can be closed to traffic at State Loop 289 and west of Keel Street. Temporary access for the Shuttle Yard construction traffic will be maintained by Design-Builder.
7. The Lubbock Shuttle Yard Tract A development will maintain existing drainage conditions entering East 19th Street.
8. SUE investigations and other utility conflicts do not determine relocation needs.

Parkhill

East 19th Street Improvements

EXHIBIT B
E 19TH STREET
PRELIMINARY
LAYOUT

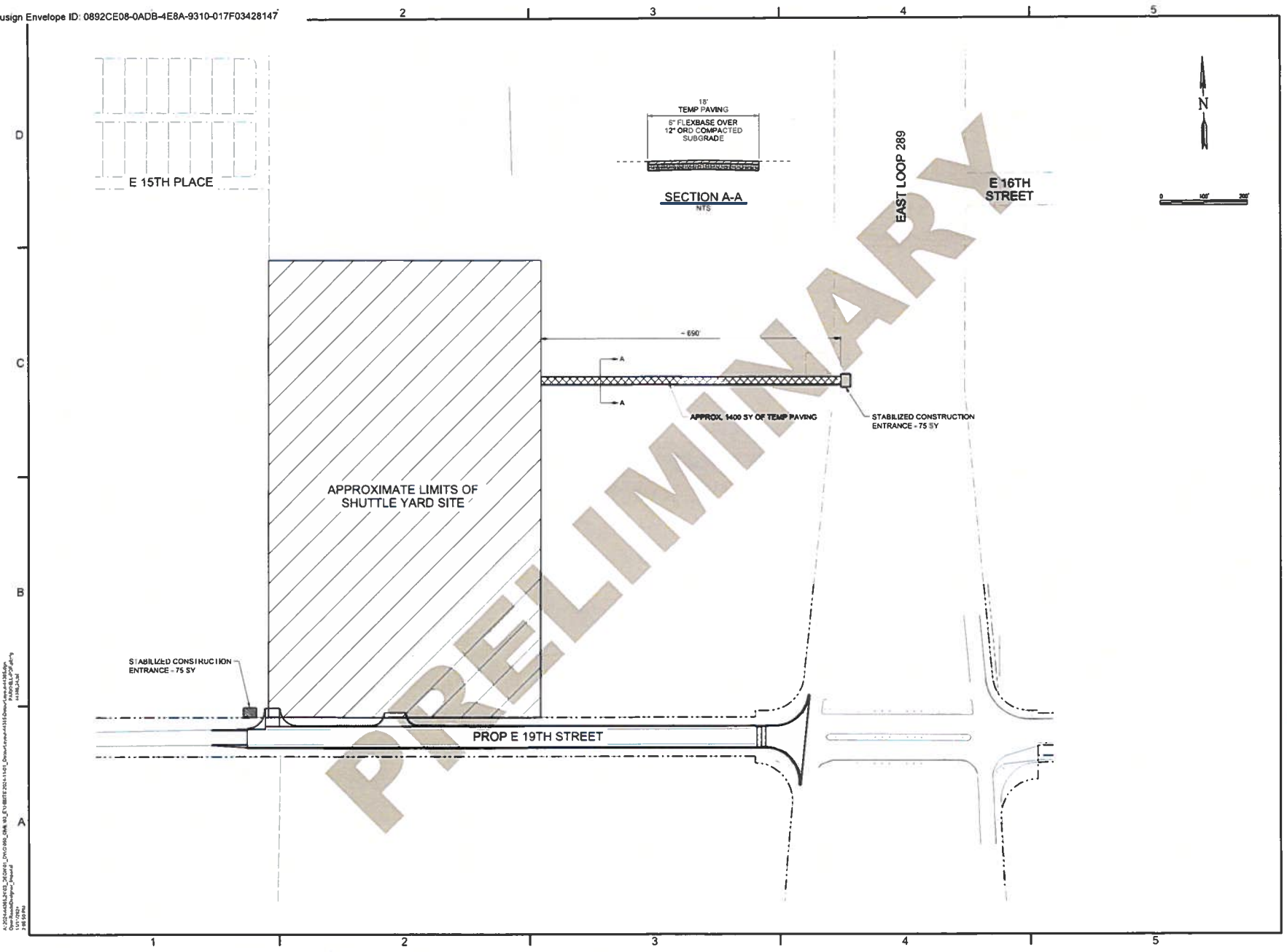


Parkhill

East 19th Street Improvements

EXHIBIT B
E 19TH STREET
PRELIMINARY
LAYOUT

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PARKHILL SMITH & COOPER, INC. F-580

Parkhill

Parkhill.com

East 19th Street Improvements

Keel Avenue to Loop 289

City of Lubbock

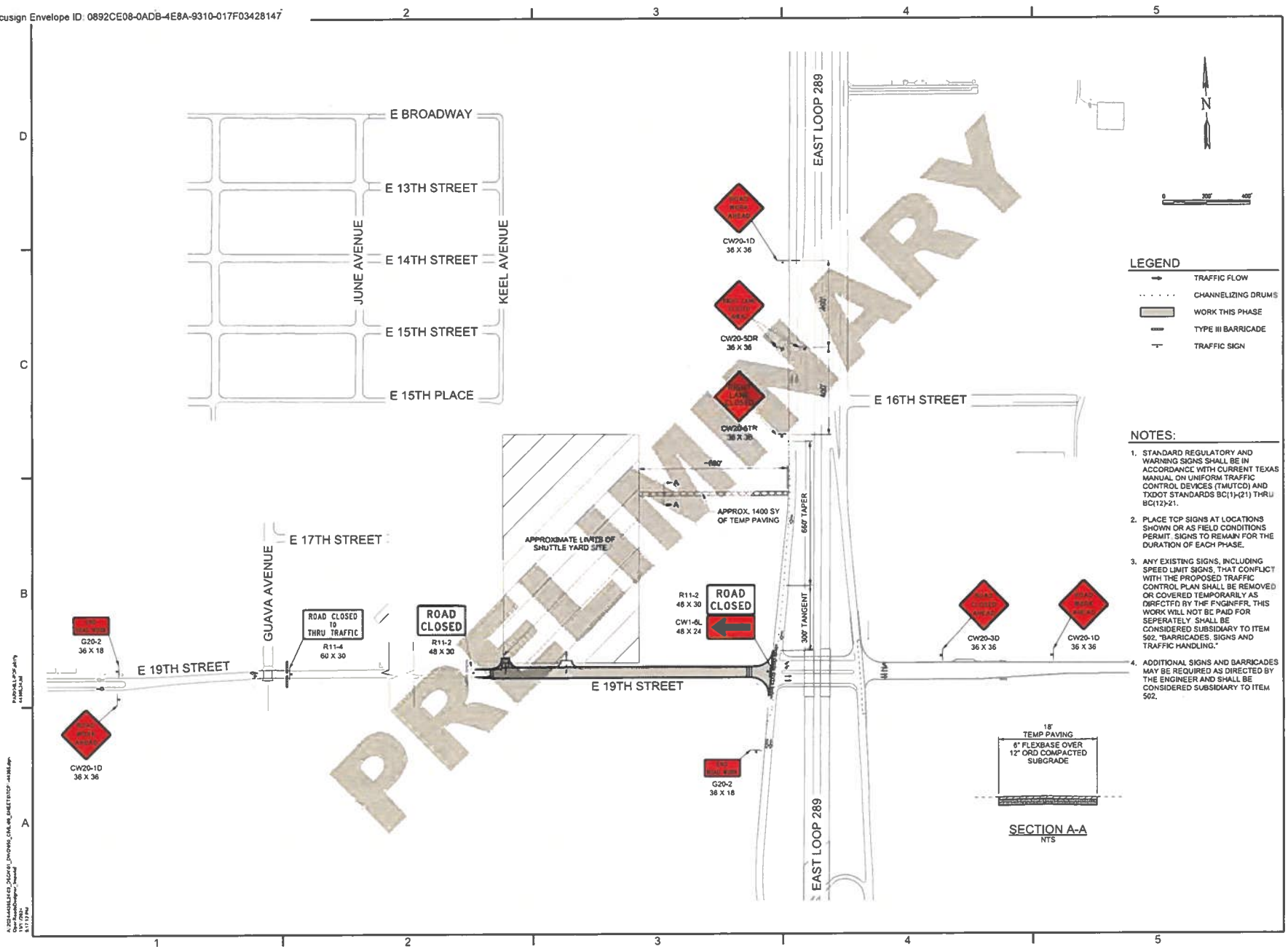
CLIENT
Lubbock Economic Development Alliance
1500 Broadway Fl 6
Lubbock, TX
79401

PROJECT NO.
44385.24

#	DATE	DESCRIPTION

EXHIBIT B
E 19TH STREET DETOUR PLAN

Docusign Envelope ID: 0892CE08-0ADB-4E8A-9310-017F03428147



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PARKHILL SMITH & COOPER, INC. F-560

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East 19th Street Improvements

Keel Avenue to Loop 289

City of Lubbock

CLIENT
Lubbock Economic Development Alliance
1500 Broadway Fl 6
Lubbock, TX
79401

PROJECT NO.
44385.24

#	DATE	DESCRIPTION

EXHIBIT B
E 19th Street Traffic Control Plan
001

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Exhibit C: Design Fee Sheet

Today's Date:	November 14, 2024
Prepared By:	AB
Principal:	KJ
Project Manager:	AB
Project Name:	East 19th Street (Keel St to LP 289)
Project Number:	44385.24
Task/Discipline:	Transpo
Projected Start Date:	October 28, 2024
Fee (Revenue) Type:	Hourly Rate w/Max
Markup on Direct Expenses:	15.00%
Markup on Reimbursables:	15.00%

Fee Costs Summary
(Profit and Markup Included in Total Fee)

Labor Cost:	$429,111
Direct Consultants:	$46,087
Direct Expenses:	
Reimbursable Consultants:	
Reimbursable Expenses:	
Total Fee:	**$482,111**

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

Labor:	$429,111
Directs:	$53,000
Subtotal:	$482,111
Reimbursables:	
Total Fee:	**$482,111**

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Labor Costs	Project:	East 19th Street (Reel St to LP 289)	Project Number:	44385.24	Task/Discipline: Transpo	Current Fee:	$482,111		
		1	2	3	4	5	6	7	8	
	Category	CivilEngineers	CivilEngineers	CivilEngineers	SupportEmployees	SupportEmployees	OtherProfessionals	SupportEmployees		
	Staff Title - Level	Sector Director Civil-PL6	Civil Project Engineer-PL5	Civil Project Engineer-PL4	Engineering Technician-SS5	Project Assistant-SS6	RPR-PLS	Support Staff-SS6		
	Hourly/Billing Rate	$295.00	$274.00	$227.00	$184.00	$132.00	$184.00	$132.00		
	Resource (Employee) Name (Blank if not known)	KJ	AB	BV	JP	JY	AV	KE		
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
TASK 1 - Project Management & Administration											
Project Setup			4								4
General Project Management (assume 2 months)			10	20	10						40
Coordination Meetings with City Staff (assume 4)			8	8							16
Coordination Meetings with TxDOT Staff (assume 2)			4	4							8
Bi-Weekly Phone Calles with Client (assume 1hr/week)			8								8
Submitta Review Meetings (concept, 90%, 100%)			6	6	6						18
Monthly Status Reports and Schedule Updates (assume 2 months)			4								4
Subconsultant Coordination											
Geotechnical & Pavement Design			4	8	4						16
TASK 1 Labor Subtotals	Hours		48	46	20						114
	Salary		$14,160	$12,604	$4,540						$31,304
TASK 2 - Preliminary Roadway & Drainage Design											
Gather as-built and other applicable plans					12	8					20
Perform Site Visit				8	8						16
Establish Existing Utility Information					8						8
Develop Utility Conflict Matrix					12						12
Establish Roadway Design Criteria			4	8	4						16
Establish Drainage Design Criteria			4	8	4						16
CADD Project Setup					8	16					24
Develop Typical Section Concept											
Develop Preliminary Geometric Design				16	16	12					44
Develop Preliminary Vertical Design				8	8						16
Analyze Existing Drainage Patterns and Flow Calculations					8						8
Develop Preliminary Drainage Design Elements (flumes, outfalls, etc.)				4	8						12
Develop Preliminary Corridor Model				8	20	16					44
Develop Preliminary TCP Concept				8	8						16
Develop Concept Schematic Exhibit			4	8	24	16					52
Develop Preliminary Cost Estimate			4	4	8						16
Interna QA/QC			8	8	8						24
TASK 2 Labor Subtotals	Hours		24	88	164	68					344
	Salary		$7,080	$24,112	$37,228	$17,517					$80,937
TASK 3 - Final Roadway Design											
Finalize Roadway Geometric Design					20	24					44
Finalize Vertical Geometry Design					16	12					28
Finalize Roadway Corridor Model					24	20					44
Develop MicroFiles for Plan Sheet Annotation						24					24
Develop 90% Plans											
Title Sheet						8					8
General Notes				8	8						16
Survey Control, Horizontal Control, and Project Layout Sheet						8					8
Roadway Summaries Sheet					8	12					20
Existing and Proposed Typical Sections						4					4
Existing Utilities Layout						4					4
Construction Sequencing Narrative Sheet				4	16						20
Traffic Control Plan Sheets				4	16						20
Removal Sheet					8	12					20
Plan & Profile Sheet				4	8	12					24
Intersection Layout (Loop 289)				4	8	16					28
Signing and Pavement Marking Sheet				4	8	8					20
SW3P Sheets				4	4	8					16
Miscellaneous Roadway Details				4	12	24					40
Compile Relevant City of Lubbock and TxDOT Standard Details				4	16	20					40
Additional Contract Documents											
Develop Project Bid Manual			1	16	8				24		49
Engineer's Opinion of Probable Cost			1		8	8					17
Miscellaneous											
Internal QA/QC			6	16							22
Print/Collate/Bind 90% Submittal					7	8					15
Revise 90% Plans per City of Lubbock and TxDOT Comments				8	20	16					44
Revise Project Bid Manual				8	8				12		28
Revise Engineer's Opinion of Probable Cost					8	4					12
TASK 3 Labor Subtotals	Hours		8	88	231.05	252			36		615
	Salary		$2,360	$24,112	$52,448	$46,368			$4,752		$130,040
TASK 4 - Construction Phase Services											
Project Preparation/review plans							16				
Preconstruction Conference							8				
Meeting Preparation							4				
Meeting attendance							8				
Full time RPR							550				
Coordinate Contracts and Subcontracts			4			4					
Review Submittals			4	8	12	8					
Respond to RFI's			4	8	12	16	4				
Review Change Orders			8	8	12	16	4				
Review/Approve Contractor Pay Request			4	12	6		8				
Review Contractor Schedule			3	2			2				
General coordination with RPR and Owner			12	8			4				
Review QA/QC Test Reports				12			12				
Final Walk-through Inspection			11	14	8						
Attend Preconstruction Conference			9	4			6				
Attend Pre-Pave Conference			8	4			4				

Docusign Envelope ID: 0892CE08-0ADB-4E8A-9310-017F03428147

Labor Costs			Project:	East 19th Street (Keel St to LP 289)		Project Number:	44385.24	Task/Discipline: Transpo			Current Fee:	$482,111	
				1	2	3	4	5	6	7	8		
			Category	CivilEngineers	CivilEngineers	CivilEngineers	SupportEmployees	SupportEmployees	OtherProfessionals	SupportEmployees			
			Staff Title - Level	Sector Director Civil-PL6	Civil Project Engineer-PL5	Civil Project Engineer-PL4	Engineering Technician-SS5	Project Assistant-SS6	RPR-PLS	Support Staff-SS6			
			Hourly/Billing Rate	$295.00	$274.00	$227.00	$184.00	$132.00	$184.00	$132.00			
			Resource (Employee) Name (Blank if not known)	KJ	AB	BV	JP	JY	AV	KE			
	Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total	
Progress Meetings				16	12	16		8					
TASK 4 Labor Subtotals	Hours			83	92	66	32	64	586			923	
	Salary			$24,485	$25,208	$14,982	$5,888	$8,448	$107,824			$186,835	
Labor Subtotals	Hours			163	314	481	352	64	586	36		1996	
	Salary			$48,085	$86,036	$109,198	$64,768	$8,448	$107,824	$4,752		$429,111	

Docusign Envelope ID: 0892CE08-0ADB-4E8A-9310-017F03428147

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		
616 Testing Consultant (Geotech, CMT, TAB, etc.)	Atlas Technical Consultants - Pavement Design	$24,350
616 Utility Survey Verification		$21,737
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	$46,087

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 @	$0.545	@	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	

Docusign Envelope ID: 0892CE08-0ADB-4E8A-9310-017F03428147

Parkhill

East 19th Street

Keel Ave to Loop 289

Lubbock, TX

EXHIBIT D: BASIS OF ESTIMATED COST

November 14th, 2024

4 LANE SECTION						
NO.	TxDOT ITEM NO.	DESCRIPTION	UNITS	QUANTITY	PRICE	EXTENSION
101	500	MOBILIZATION	LS	1	$ 230,000.00	$ 230,000.00
REMOVAL ITEMS						
201	100	PREP ROW	STA	14	$ 10,350.00	$ 144,900.00
202	105	REMOVING TREATED BASE & ASPHALT (1"-10") (PAVEMENT)	SY	5,905	$ 13.80	$ 81,489.00
203	644	REMOVE SMALL ROAD SIGN ASSEMBLIES	EA	7	$ 345.00	$ 2,415.00
TRAFFIC CONTROL ITEMS						
301	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$ 13,800.00	$ 55,200.00
CONCRETE PAVEMENT ITEMS						
401	110	EXCAVATION	CY	4,550	$ 20.70	$ 94,185.00
402	132	EMBANKMENT	CY	910	$ 17.25	$ 15,697.50
403	360	CONCRETE PAVEMENT (CRCP) (9")	SY	7,805	$ 161.00	$ 1,256,605.00
404	360	PAVEMENT JUNCTION TERMINAL	SY	48	$ 402.50	$ 19,320.00
ROADWAY ITEMS						
501	310	PRIME COAT (MC-30)	GAL	50	$ 18.40	$ 920.00
502	3076	HOT-MIX ASPHALTIC CONCRETE (TY C)	TON	15	$ 230.00	$ 3,450.00
503	3076	HOT-MIX ASPHALTIC CONCRETE (TY B)	TON	20	$ 207.00	$ 4,140.00
504	342	TACK COAT	GAL	5	$ 57.50	$ 287.50
505	401	FLOWABLE BACKFILL	CY	50	$ 345.00	$ 17,250.00
506	432	RIPRAP (STONE COMMON (DRY) (4"-8")	CY	50	$ 460.00	$ 23,000.00
507	479	ADJUSTING MANHOLES (WATER VALVE)	EA	1	$ 2,875.00	$ 2,875.00
508	529	CONCRETE CURB & GUTTER (AND SUBGRADE PREP)	LF	2,740	$ 57.50	$ 157,550.00
PAVEMENT MARKING AND SIGNS ITEMS						
601	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	7	$ 1,150.00	$ 8,050.00
602	666	PAVEMENT MARKINGS	LS	1	$ 25,300.00	$ 25,300.00
603	666	PAV MARKINGS (TY 1) (W) (6") (BRK) (100 MIL)	LF	560	$ 4.60	$ 2,576.00
604	666	PAV MARKINGS (TY 1) (W) (8") (SLD) (100 MIL)	LF	105	$ 4.60	$ 483.00
606	666	PAV MARKINGS (TY 1) (Y) (6") (SLD) (100 MIL)	LF	2,660	$ 4.60	$ 12,236.00
607	666	PREFAB PAV MARKINGS (TY C) (W) (ARROW)	EA	2	$ 460.00	$ 920.00
608	666	PAVEMENT SEALER (6")	LF	3,220	$ 2.30	$ 7,406.00
609	666	PAVEMENT SEALER (8")	LF	105	$ 4.60	$ 483.00
611	666	PAVEMENT SEALER (SYMBOL)	EA	2	$ 345.00	$ 690.00
612	678	PAV SURF PREP FOR MRK (6")	LF	3,220	$ 2.30	$ 7,406.00
613	678	PAV SURF PREP FOR MRK (8")	LF	105	$ 4.60	$ 483.00
615	678	PAV SURF PREP FOR MRK (SYMBOL)	EA	2	$ 345.00	$ 690.00
EROSION CONTROL ITEMS						
701	164	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	3,235	$ 2.30	$ 7,440.50
702	168	VEGETATIVE WATERING	MG	65	$ 172.50	$ 11,160.75
703	506	STABILIZED CONSTRUCTION ENTRANCE	SY	150	$ 115.00	$ 17,250.00
704	506	EROSION CONTROL IMPLEMENTATION	LS	1	$ 34,500.00	$ 34,500.00
705	506	EROSION CONTROL LOGS (INSTALL)	LF	150	$ 11.50	$ 1,725.00
706	506	EROSION CONTROL LOGS (REMOVE)	LF	150	$ 5.75	$ 862.50
					ROADWAY CONSTRUCTION SUBTOTAL	**$ 2,248,945.75**
PROFESSIONAL SERVICES						
GEOTECHNICAL						*$ 28,000.00*
DESIGN PHASE SERVICES						*$ 242,276.00*
UTILITY SURVEY VERIFICATION						*$ 25,000.00*
SURVEY (SUFFICIENT FROM PREVIOUS JOB - NO ADDITIONAL SURVEY REQUIRED)						*$ -*
CONSTRUCTION PHASE SERVICES						*$ 186,835.00*
PROFESSIONAL SERVICES SUBTOTAL						**$ 482,111.00**
					TOTAL ENGINEERS OPINION OF PROBABLE PROJECT COSTS	**$ 2,731,056.75**

City of Lubbock, TX
Capital Project
Project Cost Detail
December 10, 2024

Capital Project Number:	92895
Capital Project Name:	East 19th Street from Keel Avenue to East Loop 289

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ -
Agenda Items, December 10, 2024	
Contract 18520- Construction of East 19th Street from Keel Avenue to East Loop 289	750,000
Encumbered/Expended To Date	750,000
Estimated Costs for Remaining Appropriation	
Pump Station Improvements	-
Remaining Appropriation	-
Total Appropriation	$ 750,000

AI# 13079
Regular City Council Meeting
12/10/2024:

5. 2.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0151, Amendment 8, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund Capital and Water/Wastewater Fund Capital; providing for filing; and providing for a savings clause.

Item Summary

On December 3, 2024, the City Council approved the first reading of the ordinance.

This item is amending a portion of the ARPA funded projects to redistribute ARPA funding to projects that the funding can be committed according to the State and Local Fiscal Recovery Funds (SLFRF) rules to meet the December 31, 2024 deadline and can be expended by December 31, 2026.

- Amend Capital Improvement Project (CIP) Cybersecurity Infrastructure -ARPA, by decreasing the ARPA funding and appropriation by $127,996.
- Amend CIP 8669 Job Training – ARPA, by reducing the ARPA funding and appropriation by $34,504.
- Amend CIP 92759, Public Safety Improvement - ARPA decreasing the ARPA funding and appropriation by $812,918.
- Amend CIP 8675, Employee Assistance Program -ARPA, by decreasing the ARPA funding and appropriation by $112,507.
- Amend CIP 92761, Parks Walking Trails – ARPA, by decreasing the ARPA funding and appropriation by $724,740.
- Amend 92764, Parks Cattail Removal/Dredging – ARPA, by decreasing the ARPA funding and appropriation by $458,951.
- Amend CIP 92766, Parks Simmons Parking Lot/Lake 6 Restroom, by decreasing the ARPA funding and appropriation by $58,452.
- Amend CIP 92779, Parks Aquatic Facilities – ARPA, by decreasing the ARPA funding and appropriation by $498,626.
- Amend CIP 8690, Locate and Repair Water Valves FY 2023-24, by decreasing the ARPA funding and appropriation by $17,747.
- Amend CIP 92768, Restroom Replacement/Renovation – ARPA, by increasing the ARPA funding and appropriation by $61,535.
- Amend CIP 92617, Lake 7 Design and Land Acquisition, by increasing the ARPA funding and appropriation by $4,038,836. This amount includes $1,253,930 of unappropriated ARPA funding, and $2,784,906 from the above projects.

Fiscal Impact

None

Staff/Board Recommending
Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 8

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND CAPITAL PROJECT FUND AND THE WATER CAPITAL PROJECT 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 2024-25 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 2024-25 (Budget Amendment #8) for municipal purposes, as follows:

I. Amend Capital Improvement Project (CIP) Cybersecurity Infrastructure -ARPA, by decreasing the ARPA funding and appropriation by $127,996.
II. Amend CIP 8669 Job Training – ARPA, by reducing the ARPA funding and appropriation by $34,504.
III. Amend CIP 92759, Public Safety Improvement - ARPA decreasing the ARPA funding and appropriation by $812,918.
IV. Amend CIP 8675, Employee Assistance Program -ARPA, by decreasing the ARPA funding and appropriation by $112,507.
V. Amend CIP 92761, Parks Walking Trails – ARPA, by decreasing the ARPA funding and appropriation $724,740.
VI. Amend CIP 92768, Restroom Replacement/Renovation – ARPA, by increasing the ARPA funding and appropriation by 61,535.
VII. Amend 92764, Parks Cattail Removal/Dredging – ARPA, by decreasing the ARPA funding and appropriation by $458,951.
VIII. Amend CIP 92766, Parks Simmons Parking Lot/Lake 6 Restroom, by decreasing the ARPA funding and appropriation by $58,452.
IX. Amend CIP 92779, Parks Aquatic Facilities – ARPA, by decreasing the ARPA funding and appropriation by $498,626.
X. Amend CIP 8690, Locate and Repair Water Valves FY 2023-24, by decreasing the ARPA funding and appropriation by 17,747.
XI. Amend CIP 92617, Lake 7 Design and Land Acquisition, by increasing the ARPA funding and appropriation by $4,038,836, This amount includes 1,253,930 of unappropriated ARPA funding, and 2,784,906 from the above projects.

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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

AI# 13075
Regular City Council Meeting 5. 3.
12/10/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 5, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund by establishing Cost Center 5901, West Texas State Veterans Cemetery; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Cost Center 5901, West Texas State Veterans Cemetery. Funding in the amount of $509,071 will be 100% reimbursed from the Texas Veterans Land Board and will have zero impact on the FY 2024-25 General Fund Budget.

Fiscal Impact

Funding in the amount of $509,071 will be 100% reimbursed from the Texas Veterans Land Board and will have zero impact on the FY 2024-25 General Fund budget.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 5
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL 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 2024-25 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 2024-25 (Budget Amendment #5) for municipal purposes, as follows:

I. Establish Cost Center 5901, West Texas State Veterans Cemetery. Funding in the amount of $509,071 will be 100% reimbursed from the Texas Veterans Land Board and will have zero impact on the FY 2024-25 General Fund Budget.

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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY24-25.Amend5.ord
November 18, 2024

EXPENDITURE REPORT WEST TEXAS STATE VETERANS CEMETERY ESTIMATE FY 2024-2025		
ACCT NO.	**DESCRIPTION**	**BUDGETED AMT.**
8002	PERM FT SALARY	$ 214,441.07
8003	OTHER SAL MOVE UP	-
8004	PAY - OVERTIME PAY	-
8005	STABILITY	-
8006	PAY - TERMINAL PAY VACA	-
8009	EDUCATION INCENTIVE	240.00
8031	RETIREMENT TMRS	20,180.84
8033	SOCIAL SECURITY	8,491.94
8034	GROUP INS HOSPITAL	71,276.38
8035	WORKERS COMP	9,600.00
8036	UNEMPLOYMENT	-
8037	BASIC LIFE INS	28.67
8038	GROUP INSUR DENTAL	1,612.09
	INDIRECT COSTS*	25,000.00
	PAYROLL SUBTOTALS	**350,870.99**
SUPPLIES		
8107	OFFICE SUPPLIES	4,400.00
8114	CLEANING SUPPLIES	2,000.00
8118	SUP-BOTANICAL SUPPLIES	50,000.00
8121	SUP- SAFETY SUPPLIES	2,500.00
8124	UNIFORMS	4,000.00
8180	FUEL SUP- UNLEADED	2,000.00
8181	DIESEL FUEL	2,500.00
8202	VEHICLE MAINTENANCE	1,000.00
8207	EQ MAINT- OTHER EQUIP	-
	SUPPLIES SUBTOTAL	**68,400.00**
SERVICES		
8302	PROFESSIONAL SERVICES	2,000.00
8306	PROF- LAUNDRY & CLEANING SVC	2,000.00
8309	DATA PROCESSING SVC	21,000.00
8313	CONTRACTURAL SERV	30,000.00
8502	FIRE CAS AND BOILER	-
8503	LIABILITY INSURANCE	1,500.00
8704	RENT - RENT LEASE MACH EQU	1,800.00
	SERVICES SUBTOTAL	**58,300.00**
SPECIAL EVENTS		
8801	SP PROJ-SPECIAL PROJ	15,000.00
	SPECIAL EVENTS SUBTOTAL	**15,000.00**
POSTAGE/PRINTING/COMMUNICATION		
9101	TELEPHONE	2,500.00
9103	POSTAGE	500.00
9106	EXP ALLOW CAR & OTH	5,000.00
9110	PROFESSIONAL DUES	1,000.00
9111	TRAINING AND TRAVEL	7,500.00
	POST/PRINT/COMM SUBTOTAL	**16,500.00**
	TOTAL	**$ 509,070.99**

AI# 13073
Regular City Council Meeting
12/10/2024:

5. 4.

Information

Agenda Item

Resolution - Finance: Consider a resolution approving and adopting the FY 2024-25 City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

Item Summary

The Public Funds Investment Act (PFIA) requires the City Council to perform an annual review of the City of Lubbock Investment Policy and Investment Strategy (the "Policy"). The Policy is updated annually to reflect changes recommended to the Audit and Investment Committee. For the FY 2025 Investment Policy, the City and the Audit and Investment Committee are recommending the following changes to the existing policy:

1. The Commercial Paper limitation was increased from 10% to 30%.
2. The *Delivery versus Payment* section was removed because the City's portfolio is no longer self-directed.
3. The *Reasonable Diligence* section was added requiring that investment advisors acting on behalf of the City seek competitive bids in buying or selling securities, in accordance with FINRA Rule 5310, Best Execution and Interpositioning.

The Audit and Investment Committee also conducts an annual review of the City's Strategic Asset Allocation and Investment Structure. The changes for FY 2024-25 are to increase the limitation on Commercial Paper from 10% to 30%. The preferred range for US Treasury Obligations increased from 0-5% to 0-30%. This change is to improve diversification in the City's overall portfolio in the yield-curve environment, where shorter term investments are more attractive.

All changes listed above have been made in accordance with the PFIA under the Texas Government Code § 2256.009(3). The goal is to prioritize safety, liquidity, and yield, as the formulation of these adjustments is made annually, while assessing current market conditions.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer
Audit & Investment Committee

Attachments

Resolution - FY25 Investment Policy & Strategy

FY25 Investment Policy
FY25 Investment Strategy

RESOLUTION

WHEREAS, the City Council has reviewed and approved the City of Lubbock's Investment Policy and Investment Strategy and finds that it complies with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) and the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code); NOW THEREFORE;

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

THAT the City of Lubbock investment policy and investment strategy, as reviewed and recommended by the Audit and Investment Committee in the attached document entitled "City of Lubbock, Texas, Investment Policy and Investment Strategy for FY 2024-25" which is hereby incorporated in the Resolution as if fully set forth, be approved and adopted for the City of Lubbock, Texas, and shall be included in the minutes of the Council.

Passed by the City Council on the _____ day of _____, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

City of Lubbock, TX Finance Department
Investment Policy and Investment Strategy for FY 2024-25

Policy

The Chief Financial Officer or Designee, of the City of Lubbock, Texas, is charged with the responsibility to prudently and properly manage any and all funds of the City. Time and demand deposits must be fully collateralized and all transactions appropriately authorized. This policy addresses the procedures, controls, and practices, which must be exercised to ensure sound fiscal management. The statutory foundation for this policy is the Public Funds Investment Act (the "Act", Texas Government Code Section 2256) and the Public Funds Collateral Act (Texas Government Code Section 2257).

Scope

This policy shall apply to the investment of all financial assets and all funds of the City of Lubbock (hereinafter referred to as the "City") over which it exercises financial control. The investment income derived from each account shall be distributed to the various City funds in accordance with the existing City Policy. The funds accounted for in the City of Lubbock Annual Comprehensive Financial Report (ACFR) include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Projects Funds
5. Enterprise Funds
6. Internal Service Funds
7. Agency Funds

The Bond Funds Portfolio includes bond proceeds recorded in Capital Projects, Enterprise, and Internal Service Funds, while the Operating Portfolio includes all other resources in the other funds listed.

Objectives

The City's principal investment objectives are listed in order of priority:

A. **Compliance** with all Federal, State, and other legal requirements (including but not limited to Chapter 2256 Public Funds Investment Act, as amended and Chapter 2257 Public Funds Collateral Act, as amended, of the Texas Government Code).
B. **Safety:** Preservation of capital and the protection of investment principal.
C. **Liquidity:** Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
D. **Diversification:** Maintenance of diversity in market sector and maturity to minimize market risk in a particular sector.
E. **Marketability:** Ability to liquidate investments before maturity if the need arises.

F. **Yield:** Attainment of a market rate of return equal to or higher than the performance measure established by the Chief Financial Officer, or Designee.

Responsibility and Control

Delegation of Authority

The ultimate responsibility and authority for investment transactions involving the City resides with Chief Financial Officer, or Designee. The Chief Financial Officer, or Designee, being designated as the City's Investment Officer(s) in accordance with the Texas Government Code Section 2256.005(f), is charged with executing the day-to-day investment functions for the City following the guidance and recommendations of the City's Audit and Investment Committee.

Audit and Investment Committee

The City will utilize the Audit and Investment Committee to assist in monitoring the performance and structure of the City's investments. The Audit and Investment Committee shall be responsible for the investment strategy decisions, activities, and the establishment of written procedures for the investment operations consistent with this policy. Monitoring of the portfolio shall be performed by the Audit and Investment Committee no less than quarterly and verified by the City's independent auditor at least annually. The Audit and Investment Committee shall discuss investment reports, investment strategies, and investment and banking procedures.

Investment Advisors

The Chief Financial Officer, or Designee, may in his/her discretion, with Council approval, appoint one or more investment advisor, registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.), to assist in the management of a portion of the City's assets. To be eligible for consideration, an investment advisor shall demonstrate to the Audit and Investment Committee knowledge of cash management and experience in managing public funds. Selection of any investment advisor shall be based upon their expertise in public cash management. An appointed investment advisor may be granted investment discretion within the guidelines of this policy with regard to the City's assets placed under its management. A contract made under authority of the Act may not be for a term longer than two years on the original contract term. A renewal or extension of the contract must be made by the City Council by resolution (Texas Government Code Section 2256.003).

Standard of Care

The standard of care is to be used for managing the City's assets (Texas Government Code Section 2256.006), which states, "Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." The Investment Officer(s) acting in accordance with written procedures and exercising due diligence shall not be held

personally liable for a specific security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The City's independent auditor will perform a compliance audit of management controls on investments and adherence to investment policies annually.

In accordance with the Act (Texas Government Code Sections 2256.005 and 2256.008), the Investment Officer(s) shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The investment training session shall be provided by an independent source approved by the Audit and Investment Committee. Training must include education in investment controls, security risks, strategy risks market risks, and diversification of investment portfolio in order to ensure the quality and capability of investment management in compliance with the Act.

Investment Portfolio

Authorized Investments

The following are authorized investments for the City and all are authorized and further defined by the Act:

- Obligations, including letters of credit, of the United States or its agencies and instrumentalities (Texas Government Code Section 2256.009(1))
- Direct obligations of this state or its agencies and instrumentalities (Texas Government Code Section 2256.009(2))
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States (Texas Government Code Section 2256.009(3))
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States (Texas Government Code Section 2256.009(4))
- Obligations of state, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent (Texas Government Code Section 2256.009(5)) with no more than a $5 million investment into any one serial bond
- Fully collateralized certificates of deposit issued by a state or national bank that has its main office or a branch office in Texas and guaranteed and insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or secured in any other manner and amount provided by law for deposits of the City (Texas Government Code Section 2256.0010)
- Bankers' acceptances with a stated maturity of 365 days or fewer from the date of its issuance; and liquidated in full at maturity; and eligible for collateral for borrowing from a Federal Reserve Bank; and accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank

holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency (Texas Government Code Section 2256.012)

- Commercial paper with a stated maturity of 365 days or fewer from the date of its issuance, and rated not less than A-1 or P-1 by nationally recognized credit rating agencies or two nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State (Texas Government Code Section 2256.013) with no more than a $5 million investment into any one issuance/offering
- No-load money market mutual funds registered and regulated by the Securities and Exchange Commission, provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment company Act of 1940 (15 U.S.C. Section 80a-1 et seq.), has a dollar-weighted average stated maturity of 90 days or fewer, and includes in its investment objectives the maintenance of a stable net asset value of $1 for each share (Texas Government Code Section 2256.014(a))
- Investment pools rated not less than AAA or an equivalent rating by at least one nationally recognized rating service and authorized by the City Council and as further defined by the Act (Texas Government Code Section 2256.016)

The following investments are not authorized:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Texas Government Code Section 2256.009(b)(1))
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (Texas Government Code Section 2256.009(b)(2))
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years (Texas Government Code Section 2256.009(b)(3))
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index (Texas Government Code Section 2256.009(b)(4))

<u>Existing Investments</u>

The Investment Officer(s) is not required to liquidate investments that were authorized investments at the time of purchase (Texas Government Code Section 2256.017).

<u>Effect of Loss of Required Rating</u>

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer(s) shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (Texas Government Code Section 2256.021).

Investment Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets. When conditions warrant, the guidelines below may be exceeded by approval of the Audit and Investment Committee.

The City may invest to the following limits as a percentage of its total investment portfolio (these limitations do not apply to Bond Funds):

100% in United States Treasury Obligations
100% in Investment Pools
80% in Federal Instrumentalities or Agencies
50% in Municipal Bonds
30% in Certificates of Deposit
30% in No Load Money Market Fund
30% in Commercial Paper
10% in Banker Acceptance

Investment Strategy

The City of Lubbock maintains portfolios, which utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the investment portfolios. The policies detailed below are subject to an annual review to occur prior to the annual City Council action regarding the Investment Policy (Texas Government Code Section 2256.005(d)).

(1) Operating Funds and Commingled Pools Containing Operating Funds

The investment strategy for the portfolio containing operating funds, the Operating Portfolio, has as its primary objective to ensure that anticipated cash flows are matched with adequate investment liquidity. Investment maturities shall be matched against liabilities, including debt service requirements.

The secondary objective of the Operating Portfolio is to create a portfolio structure that will experience minimal volatility during economic cycles. This is accomplished by purchasing high quality, short- to medium-term securities that complement each other in a laddered maturity structure.

The City shall maintain a dollar-weighted average maturity of two (2) years or less based on the stated final maturity dates of each security in its Operating Portfolio. The City shall at all times maintain at least 10% of its Operating Portfolio in instruments maturing in 120 days or less.

(2) Debt Service Funds

The investment strategy for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover each succeeding debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds any unfunded debt service payment date. The maximum weighted average maturity shall not exceed one (1) year.

(3) Debt Service Reserve Funds

The investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality with short- to intermediate-term maturities. The maximum weighted average maturity shall not exceed one (1) year.

(4) Bond Funds

The investment strategy for bond funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held shall not exceed the estimated project completion date. The maximum weighted average maturity shall not exceed two (2) years.

Cash Flow

A cash flow analysis shall be reviewed and updated no less than quarterly. This cash flow analysis is the basis for matching liabilities or obligations with security maturities as outlined in the strategies previously listed.

Maximum Maturity

The maximum maturity of any individual security the City may invest in shall be 5 years.

Management Style

The City seeks an active, rather than passive, management of its portfolio assets. Assets may be sold at a loss only if the Investment Officer(s) feel that the sale of the security is in the best long-term interest of the City. Supporting documentation shall be maintained by the Investment Officer(s) for all sales of securities in which there is a book loss or where a security is sold in order to simultaneously purchase another security.

Authorized Financial Broker/Dealers and Institutions

The City shall maintain a list of authorized broker/dealers and financial institutions, which are approved by the Audit and Investment Committee for investment purposes. It shall be the policy of the City to purchase securities only from those authorized institutions and firms. The Committee will review and approve the list no less than annually.

To be eligible for authorization, each broker/dealer or financial institution shall:

1. Complete and submit to the City a Broker/Dealer Questionnaire
2. Provide the firm's most recent financial statements
3. Provide a written instrument certifying that they have received and thoroughly reviewed the City's Investment Policy
4. All broker/dealers must submit: (a) audited financial reports (b) Financial Industry Regulatory Authority (FINRA) registration (c) Central Registration Depository Number (CRD) (d) proof of Texas Securities Registration

The Investment Officer(s), or investment advisor, shall maintain a file of all Broker/Dealer Questionnaires. Authorized Broker/dealers and other financial institutions will be selected after a review of performance, financial conditions, and ability to provide service to the City.

The Investment Officer(s) shall exercise due diligence in monitoring the activities of other officers and staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or investments to the City of Lubbock shall be trained in the precautions appropriate to public sector investments and shall be required to familiarize themselves with the City's investment objectives, policies, and constraints. In the event of a material adverse change in the financial condition of the firm or financial institution, the City will be informed immediately by telephone and in writing.

All investment transactions must be competitively transacted and executed with broker/dealers or financial institutions that have been authorized by the City. The City will obtain no less than three (3) competitive offers. (Exception: new issues will not be required to be competitively transacted as all broker/dealers would show the same price and yield.)

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal Request for Proposal (RFP). In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officer(s), shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City of Lubbock will have a written depository agreement with any financial institution with whom the City of Lubbock has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions

where certificates of deposit are held and report quarterly to the Audit and Investment Committee.

Collateralization of Public Deposits

Collateralization requirements are governed by Texas Government Code Chapter 2257, Public Funds Collateral Act. Collateralization will be required on three types of investments: time deposits, demand deposits, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at no less than 102% of market value of principal and accrued interest maintained by the financial institution. The City of Lubbock chooses to limit collateral in the manner following.

Underlying collateral shall be composed of those investments approved in this policy and mortgage-backed securities as defined in Texas Government Code Section 2257.002. The maturity of the collateral security shall be no longer than a 30-year stated final maturity. The bank shall monitor and maintain the margins on a daily basis. All collateral shall be subject to inspection and audit by the City or its auditors. To allow for compliance verification by the City, monthly reports of pledged collateral shall include, at a minimum, information for each security that identifies its (i) type, (ii) CUSIP Number, and (iii) face value.

Collateral shall always be held by an independent third party with whom the City of Lubbock has a current custodial agreement. This should be evidenced by a written agreement in an effort to satisfy the Uniform Commercial Code (UCC) requirement for control. A safekeeping receipt must be supplied to the City of Lubbock for any transaction involving sales/purchases/maturities of securities and/or underlying collateral, which the City of Lubbock will retain. The right of collateral substitution is granted provided the substitution has prior approval of the City and is followed by the delivery of an original safekeeping receipt to the City of Lubbock, and the replacement collateral is received prior to the release of original collateral. The collateral agreement must be in writing.

Safekeeping of Securities

All securities owned by the City shall be held in City designated third-party safekeeping. All trades executed by a dealer will settle delivery-versus-payment through the City's safekeeping agent.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

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Reasonable Diligence

Investment advisors (hereinafter referred to as the "advisor") acting on behalf of the City shall seek competitive bids in buying or selling securities in accordance with FINRA Rule 5310, Best Execution and Interpositioning.

(a)(1) In any transaction made on behalf of the City, an advisor and persons associated with the advisor shall use reasonable diligence to ascertain the best market for the subject security and buy or sell in such market so that the resultant price to the City is as favorable as possible under prevailing market conditions. Among the factors that will be considered in determining whether the advisor has used "reasonable diligence" are:

(A) the character of the market for the security (e.g., price, volatility, relative liquidity, and pressure on available communications);
(B) the size and type of transaction;
(C) the number of markets checked;
(D) accessibility of the quotation; and
(E) the terms and conditions of the order which result in the transaction, as communicated to the member and persons associated with the member.

(2) In any transaction for or with the City, no advisor or person associated with the advisor shall interject a third party between the advisor and the best market for the subject security in a manner inconsistent with paragraph (a)(1) of this Rule.

(b) When the advisor cannot execute directly with a market but must employ a broker's broker or some other means in order to ensure an execution advantageous to the City, the burden of showing the acceptable circumstances for doing so is on the advisor.

(c) Failure to maintain or adequately staff an over-the-counter order room or other department assigned to execute customers' orders cannot be considered justification for executing away from the best available market; nor can channeling orders through a third party as described above as reciprocation for service or business operate to relieve an advisor of its obligations under this Rule.

(d) An advisor through which an order is channeled and that knowingly is a party to an arrangement whereby the initiating advisor has not fulfilled its obligations under this Rule, will also be deemed to have violated this Rule.

(e) The obligations described in paragraphs (a) through (d) above exist not only where the advisor acts as agent for the City but also where transactions are executed as principal. Such obligations are distinct from the reasonableness of commission rates, markups or markdowns, which are governed by Rule 2121 and its Supplementary Material.

Reporting

Investment reports shall be prepared monthly and be signed and submitted by the Investment Officer(s) in a timely manner. These reports will be submitted to the City Manager and City Council. This report shall describe in detail the investment position of the City, disclose the

market value and book value of each fund group as well as each separate investment, and state the maturity date of each security and accrued interest for the reporting period. It must also express the compliance of the portfolio to the investment strategy contained in the City's Investment Policy, the Act, and Generally Accepted Accounting Principles (GAAP). Market pricing information is obtained through the use of appropriate software available either internally or externally through investment advisors. A written record shall be maintained of all bids and offerings for securities transactions in order to ensure that the City receives competitive pricing. An independent auditor will review monthly investment reports on an annual basis, as required by the Act.

Changes in Statutes, Ordinances or Procedures

This policy is designed to operate within the restrictions set forth in applicable State of Texas and Federal laws and statutes, but it does not permit all activity allowed by those laws. Changes to state or federal laws, which restrict a permitted activity under this policy shall be incorporated into this policy immediately upon becoming law. Changes to state or federal laws that do not further restrict this policy shall be reviewed by the Audit and Investment Committee and recommended to the City Council when appropriate.

Performance Review

The Audit and Investment Committee shall meet no less than quarterly to review the portfolio's adherence to appropriate risk levels and to compare the portfolio's total return to the established investment objectives and goals.

The Investment Officer(s) shall periodically establish a benchmark yield for the City's investments equal to the average yield on the United States Treasury security, which most closely corresponds to the portfolio's actual weighted average maturity, or any other benchmark as approved by the Audit and Investment Committee. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio will be included in the computation of the portfolio's rate of return.

Ethics and Conflicts of Interest

Investment Officer(s), employees, and Audit and Investment Committee Members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and the Texas Ethics Commission, any material financial interests in financial institutions that conduct business within this City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this City's portfolio. A disclosure statement with the Texas Ethics Commission and the City Manager will also be filed if an Investment Officer, employee, or Audit and Investment Committee Member is related within the third degree by consanguinity or within the second degree by affinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City. Employees and officers shall subordinate their personal investment

transactions to those of the City particularly with regard to the timing of purchases and sales.

Internal Controls

The Investment Officers shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Audit and Investment Committee and with the independent auditor on an annual basis. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees and officers of the City.

Policy Revisions

The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies (Texas Government Code Section 2256.005(e)). The Audit and Investment Committee will review the Investment Policy and Investment Strategies annually. The Audit and Investment Committee shall forward modifications to the Policy or a resolution stating there are no changes to the City Council annually for City Council action.

Authority/Date Issued:
City Council Resolution # 5728/December 18, 1997
City Council Resolution # 5867/May 28, 1998

City Council Resolution #6600/November 4, 1999
City Council Resolution #2000-R0418/November 27, 2000
City Council Resolution #2001-R0471/November 8, 2001
City Council Resolution #2003-R0065/February 13, 2003
City Council Resolution #2003-R0474/October 23, 2003
City Council Resolution #2004- R0560/November 18, 2004
City Council Resolution #2005- R0478/October 13, 2005
City Council Resolution #2007- R0242/June 14, 2007
City Council Resolution #2007- R0402/August, 23, 2007
City Council Resolution #2008-R0113/April 10, 2008
City Council Resolution #2009-R0138/April 9, 2009
City Council Resolution #2010-R0159/April 8, 2010
City Council Resolution #2011-R0135/April 14, 2011
City Council Resolution #2012-R0033/January 26, 2012
City Council Resolution #2013-R0050/January 31, 2013
City Council Resolution #2014-R0002/January 9, 2014
City Council Resolution #2015-R0002/January 8, 2015
City Council Resolution #2016-R0030/January 28, 2016
City Council Resolution #2017-R0003/January 12, 2017
City Council Resolution #2018-R0173/May 24, 2018
City Council Resolution #2019-R0284/August 27, 2019
City Council Resolution #2020-R0406/December 1, 2020
City Council Resolution #2021-O0126/September 14, 2021
City Council Resolution #2022-R0508/December 13, 2022
City Council Resolution #2023-R0488/October 10, 2023

City of Lubbock, TX
Finance Department

Strategic Asset Allocation and Investment Strategy
Fiscal Year 2025

Purpose of the Strategic Asset Allocation and Investment Structure

This document is a supplement to the Investment Policy and Investment Strategy ("IPIS") for the City of Lubbock, TX. The IPIS is long term in nature while this Strategic Asset Allocation and Investment Structure ("Investment Strategy") document is designed to be reviewed and if necessary revised, by the Audit and Investment Committee.

The Investment Strategy includes the following:

- Investment Strategy
- Liquidity Policy
- Strategic Investment targets and ranges with IPIS limitations and current allocation
- Benchmarks

Investment Strategy

In keeping with the priorities of Safety, Liquidity, Diversification then Yield, the first considerations of investing will be the immediate operational needs and scheduled disbursements of capital expenditures and debt service payments. This constitutes the Liquidity Segment of the portfolio and will be maintained sufficiently to assure availability when needed. The portion of the City's cash reserves which include Debt Service Funds and Debt Service Reserve Funds, can be invested in a short-term investment program with a maximum average weighted maturity not to exceed one (1) year. Bond Funds consist of money specifically designated for a Capital Project(s) and issued through Certificates of Obligation, General Obligation Bonds or a Tax Note. The Funds will be placed in an ISIP approved State Pool to ensure that the anticipated cash flows are matched with adequate investment liquidity. If appropriate, an amount not to exceed 50% of available funds may be invested in a laddered bond portfolio. The stated final maturity date of the bond ladder shall not exceed the estimated project completion date and the maximum weighted average maturity shall not exceed two (2) years. The remaining monies constitutes the Investment Segment of the portfolio. This portion will be laddered, a common municipal strategy, dividing up into smaller staggered maturities, safely invested for longer periods of time. Creating a portfolio of bonds with different characteristics (callable, bullet, etc.), types (government, agency, municipal, etc.), issuers and maturities will help manage risk.

The City of Lubbock's investments will not be actively traded, meaning that no attempt to "buy low and sell high" or "time the market" will be made. Investments purchased with the intent of providing investment income shall be intended to be held to maturity, relying on following a prudent course of action for income rather than predicting market direction. Investments may be sold before they mature if market conditions present an opportunity for the City to capture a benefit or to avoid a risk but the strategy will be primarily buy-and-hold.

Liquidity Policy

The IPIS states that a cash flow analysis shall be performed no less than semi-annually. Based on the current liquidity analysis, the Audit and Investment Committee has determined that a minimum of $3,000,000 shall be considered adequate liquidity for daily transaction in the Operating Account held at the City's depository institution. In addition, a reserve amount of $15,000,000 will be held in an account permitted under the PFIA and the ISIP, to maximize current income to the degree consistent with daily liquidity, safety and legality.

When amounts in the daily Operating Account exceed or go below the daily transaction requirement threshold, monies will be moved to or from the Operating Reserve Account to adjust the balance in the Operating Account to meet the threshold requirement. If the Operating Account Reserve exceeds or is below $5,000,000 of the required amount, cash from the liquid short term investment account will be used to adjust the Operating Account Reserve to the appropriate threshold.

Strategic Operating Investment targets and ranges with IPIS limitations and current allocation

Authorized Investment	Policy Limitation	Preferred Range	Current Allocation
U.S. Treasury Obligations	100%	0 – 30%	1.7%
Agency Bonds	80%	0 – 25%	17.5%
Municipal Bonds	50%	10 – 35%	22.9%
Investment Pools	100%	40 – 75%	49.2%
Certificates of Deposit	30%	0%	0.0%
No Load Mutual Fund	30%	0%	1.0%
Commercial Paper	30%	0 – 20%	7.7%
Banker Acceptance	10%	0%	0%

Benchmarks

The benchmark is designed to meet to serve as a guide for the risk-adjusted expected return of investments considering the prevailing economic and market conditions.
The following benchmarks will be used:

- Operating Funds – S&P Short-Term National AMT-Free Municipal Bond Index
- Bond Funds – S&P US Treasury 0-3 Month Index

AI# 13015
Regular City Council Meeting
12/10/2024:

5. 5.

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Settlement Agreement in a pre-litigation claim involving damages to the City of Lubbock's Vital Statistics records between the City of Lubbock and MCCi, LLC & DRS Imaging Services, LLC.

Item Summary

This settlement agreement arises out of alleged damages to Vital Statistics records in 2022, as a result of MCCi, LLC, and DRS Imaging Services, LLC, performing scanning and indexing services of Vital Statistics records at an offsite location.

Fiscal Impact

Funds in the amount of $450,000 will be deposited to the City of Lubbock and utilized by the Vital Statistics Office to replace damaged records.

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Resolution - MCCi Settlement
Settlement Agreement - Signed

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 Settlement Agreement and with MCCi, LLC and DRS Imaging Services, LLC, concerning damage to the City of Lubbock's Vital Statistics records, 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Courtney Paz, City Secretary

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

vw:ccdocsII/RES.Agrmt-MCCI-Daida-COL
11.6.24

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SETTLEMENT AGREEMENT

The City of Lubbock, Texas, MCCi, LLC, and DRS Imaging Services, LLC enter into this Settlement Agreement (the "Agreement") effective on November 5, 2024 (the "Effective Date").

Definitions

"City" means The City of Lubbock, Texas.

"City/MMCi Contract" means the December 14, 2021 Cooperative Purchase Contract between the City and MCCi.

"Daida" means DRS Imaging Services, LLC, together with its current and former agents, directors, officers, employees, attorneys, and insurers, including, without limitation, the Travelers Indemnity Company of America and AXIS Capital Holdings Limited.

"Demand Letter" means the May 30, 2023 letter the City sent to MCCi.

"MCCi" means MCCi, LLC, together with its current and former agents, directors, officers, employees, attorneys, and insurers, including, without limitation, Valley Forge Insurance Company.

"MCCi/Daida Contract" means the June 15, 2021 Partnership Agreement for Imaging Services between MCCi and Daida.

"Parties" means City, MCCi, and Daida.

"Party" means City, MCCi, or Daida.

"Records" means the approximately 249 white banker boxes and 15 brown banker boxes of original birth and death certificates of the citizens of Lubbock, Texas.

Recitals

WHEREAS, the City and MCCi entered into the City/MCCi Contract under which MCCi would obtain original birth and death certificates of the City of Lubbock, remove the certificates from their binders, scan the certificates to digital images, provide the scans to the City, reassemble the certificates back into their original binders, and return the certificates to the City (the "Project");

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WHEREAS, MCCi subcontracted the Project to Daida in the MCCi/Daida Contract;

WHEREAS, on or about February 7, 2022, the City made the Records available for pickup;

WHEREAS, the Records were picked up from the City by a third-party shipping company and delivered to Daida;

WHEREAS, Daida removed the Records from their binders/books, scanned them into digital images, reassembled the Records into their binders/books, and provided digital scans of the Records to the City ("Daida Work");

WHEREAS, on or about November 1, 2022, a third-party shipping company picked up the boxes of Records from Daida and returned them to the City;

WHEREAS, the City notified MCCi and Daida of alleged damage to the Records, including physical damage to the boxes containing the Records, physical damage to some of the Records, and contamination by rodents and insects;

WHEREAS, the City hired ServPro to perform remediation work on the allegedly damaged Records;

WHEREAS, the City sent the Demand Letter to MCCi alleging that the Records were damaged and demanded payment of $779,797.64 to recreate and rebind the Records;

WHEREAS, MCCi's insurer sent a letter to Daida seeking defense and indemnity under the MCCi/Daida Contract for the claims and damages alleged by the City in the Demand Letter;

WHEREAS, MCCi and Daida each denied the City's allegations in the Demand Letter;

WHEREAS, except as otherwise provided herein, the Parties desire to enter into this Agreement in order to provide for certain payments in full, final, and complete discharge and satisfaction of all of the claims, complaints, causes of action, losses, expenses, and damages, past or present, known or unknown, asserted or that could have been asserted, related to the City/MCCi Contract, the MCCi/Daida Contract (solely to the extent related to the Project), the Project, the Records, the Daida Work, the cause and extent of the alleged damage to the Records, the allegations in the Demand Letter (collectively, the "Disputed Claims"). The Parties

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intend that the monetary and non-monetary covenants and agreements contemplated hereby will be in full and final satisfaction of any and all damages related to the Disputed Claims but shall not include any claims to enforce rights under, or with respect to, this Agreement.

Mutual Covenants and Releases

NOW, THEREFORE, in consideration of the recitals, covenants, agreements, representations, and releases contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Settlement Payment

1. In consideration of the promises, releases and agreements set forth herein, MCCi and Daida shall pay the combined sum of **$450,000** (the "Settlement Payment") to the City as follows:

a. MCCi and Valley Forge Insurance Company shall pay the combined sum of $200,000 of the Settlement Payment to the City; and

b. Daida and AXIS Capital Holdings Limited shall pay the combined sum of $250,000 of the Settlement Payment to the City

MCCi, Daida, and their respective insurers shall each send their checks in the amount of its respective contribution of the Settlement Payment to the City. The checks shall be made payable to "The City of Lubbock, Texas," and shall be delivered to the City Secretary, Ms. Courtney Paz, at P.O. Box 2000, Lubbock, Texas 79457.

2. The Settlement Payment shall be made within thirty (30) days after the full execution of this Agreement.

3. The Parties understand and agree that the obligations created by, and the covenants and agreements contemplated in Paragraphs 1-3 of this Agreement will be in full satisfaction of the disputes related to the Disputed Claims and the City shall not be entitled to any compensation or relief from MCCi or Daida with respect to the Disputed Claims other than as set forth in Paragraph 1.

B. Releases

4. **The City's Release of MCCi.** As of the Effective Date, the **City** FULLY RELEASES AND FOREVER DISCHARGES **MCCi** of and from any and all claims, counterclaims, actions, causes of action and/or liabilities, damages, exemplary damages, attorney's fees, costs, sanctions, or other relief of any kind or character

Docusign Envelope ID: 77BE05C0-9C4F-4503-B99C-825976923901

whatsoever, including declaratory and injunctive relief, that the **City** now has or ever had against MCCi, whether sounding in contract or tort, whether intentional, fraudulent, or negligent, whether pursuant to state or federal statute, regulation, or rule or at common law, whether at law or in equity, whether now known or unknown, suspected, unsuspected, matured or not matured, fixed or contingent, or liquidated or unliquidated, that are based upon, arise from, or otherwise relate to the Disputed Claims.

5. **The City's Release of Daida.** As of the Effective Date, the **City** FULLY RELEASES AND FOREVER DISCHARGES **Daida** of and from any and all claims, counterclaims, actions, causes of action and/or liabilities, damages, exemplary damages, attorney's fees, costs, sanctions, or other relief of any kind or character whatsoever, including declaratory and injunctive relief, that the **City** now has or ever had against Daida, whether sounding in contract or tort, whether intentional, fraudulent, or negligent, whether pursuant to state or federal statute, regulation, or rule or at common law, whether at law or in equity, whether now known or unknown, suspected, unsuspected, matured or not matured, fixed or contingent, or liquidated or unliquidated, that are based upon, arise from, otherwise relate to the Disputed Claims.

6. **MCCi's Release of Daida**. As of the Effective Date, **MCCi** FULLY RELEASES AND FOREVER DISCHARGES **Daida** of and from any and all claims, counterclaims, actions, causes of action and/or liabilities, damages, exemplary damages, attorney's fees, costs, sanctions, or other relief of any kind or character whatsoever, including declaratory and injunctive relief, that the **MCCi** now has or ever had against Daida whether sounding in contract or tort, whether intentional, fraudulent, or negligent, whether pursuant to state or federal statute, regulation, or rule or at common law, whether at law or in equity, whether now known or unknown, suspected, unsuspected, matured or not matured, fixed or contingent, or liquidated or unliquidated, that are based upon, arise from, otherwise relate to the Disputed Claims.

7. **Daida's Release of MCCi**. As of the Effective Date, **Daida** FULLY RELEASES AND FOREVER DISCHARGES **MCCi** of and from any and all claims, counterclaims, actions, causes of action and/or liabilities, damages, exemplary damages, attorney's fees, costs, sanctions, or other relief of any kind or character whatsoever, including declaratory and injunctive relief, that **Daida** now has or ever had against MCCi, whether sounding in contract or tort, whether intentional, fraudulent, or negligent, whether pursuant to state or federal statute, regulation, or rule or at common law, whether at law or in equity, whether now known or unknown, suspected, unsuspected, matured or not matured, fixed or contingent, or liquidated or unliquidated, that are based upon, arise from, otherwise relate to the Disputed Claims.

Docusign Envelope ID: 77BE05C0-9C4F-4503-B99C-825976923901

8. The releases in Paragraphs 4, 5, 6, and 7are intended to include, without limitation, a release of any and all claims, demands, and causes of action of any nature whatsoever by and between the Parties, whether arising by statute, regulation, in contract, or in tort, or based upon negligence, negligence per se, gross negligence, strict liability, breach of warranty (whether express or implied), fraud, fraud in the inducement of this Agreement, misrepresentation, negligent misrepresentation, violations of the Texas Deceptive Trade Practices Act, breach of contract, breach of fiduciary duty, actual damages, compensatory damages, punitive or exemplary damages, wanton or willful conduct, civil conspiracy, piercing the corporate veil, single business enterprise, joint enterprise, alter ego, fraudulent transfer, constructive trust, action for accounting, unjust enrichment, attorneys' fees, declaratory judgment, *respondeat superior* or any other theory of recovery, known or unknown, presently existing or which existed in the past arising out of or relating to the Disputed Claims.

C. Non-Disparagement

9. The City agrees it shall not disparage each of MCCi, Daida, or their respective services, employees, agents, representatives, directors, officers, shareholders, attorneys, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement regarding the Disputed Claims. For purposes of this Agreement, "disparage" includes, without limitation, comments or statements to any person or entity (including but not limited to comments posted or published on social media) which adversely and materially affect the reputation or good name of another Party. Nothing in this section shall prohibit any Party from providing truthful information.

D. Covenant Not to Sue

10. The City agrees not to assert or file suit, arbitration, or any other legal action against MCCi and/or Daida based on any of the Disputed Claims. In the event that the City asserts or files any such claim that is later judicially determined to be contrary to this Agreement or to have been released by this Agreement, the prevailing Party forced to respond to the claim shall be entitled to an award of its attorney's fees and costs incurred in responding to and/or defending against the improper claim.

D. Miscellaneous

11. This Agreement is executed for the sole purpose of compromising and settling disputed claims, and it is expressly understood and agreed, as a condition hereof, that this Agreement, and the consideration identified herein, shall not constitute, be deemed to be, or be construed as an admission of liability by any Party, or to indicate any degree an admission of the truth or correctness of any of the claims asserted by any Party against any other in the Lawsuit.

Docusign Envelope ID: 77BE05C0-9C4F-4503-B99C-825976923901

12. Each signatory to this Agreement represents or warrants that such person is duly authorized to bind the Party for whom such person acts.

13. The Parties represent that they are each legally competent to execute this Agreement and that they do so of its own free will and accord, without reliance on any representation of any kind or character not expressly set forth herein.

14. Each Party represents and warrants that it has not assigned, transferred, or sold, or otherwise encumbered the claims, rights, and other matters released and/or covered by this Agreement.

15. The Parties acknowledge that they have each consulted with and received advice from their chosen legal counsel on this matter, including as to the terms of this Agreement and the advisability of executing this Agreement. Each Party represents that it understands the legal effect and content of this Agreement and is executing the same as its knowing and voluntary act and deed.

16. No Party shall assign its rights under this Agreement without the prior written consent of the other Parties.

17. This Agreement may not be changed, modified, or amended in any manner whatsoever except in a writing signed by all Parties.

18. This Agreement and any disputes in connection with, arising from, or Relating. in any way to this Agreement, or its subject, formation, validity, performance, interpretation, or enforcement shall be governed by, construed, and entered in accordance with the laws of the State of Texas, excluding the conflict of laws provisions thereof. Any action brought to enforce this Agreement shall be brought in the state or federal courts of Lubbock County, Texas.

19. This Agreement contains the full and complete understanding and agreement of the Parties with respect to the matters covered hereby, and no statements, representations, agreements, understandings, writings, or other communications made prior to the execution of this Agreement, unless expressly contained herein, shall be binding on the Parties.

20. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to any Party.

21. Should any provision of this Agreement be declared or determined to be illegal, invalid, or otherwise enforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby, but such will remain valid and

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enforceable, with the illegal or invalid parts, terms, or provisions, deemed not to be part of this Agreement.

22. This Agreement may be executed in one or more counterparts or copies and/or on separate signature pages and/or by electronic signature, any or all of which, when taken together, shall be deemed an original for all purposes. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute the same Agreement. Counterparts may be delivered by electronic mail (including scanned or pdf signature or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall suffice with the same force and effect as an original signature.

23. The Parties shall each bear its own attorney's fees and costs related to the Disputed Claims and the negotiation of this Agreement. If litigation is commenced to enforce or interpret the terms of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party, in addition to all other forms of recovery, its reasonable costs and attorney's fees.

AGREED AND EXECUTED:

The City of Lubbock, Texas

By: _____
Name: _____
Title: _____
Date: _____

MCCi, LLC

By: DocuSigned by: Donny Barstow A32D0B4245C34BB...
Name: Donny Barstow
Title: CEO
Date: November 26, 2024 | 11:40 AM EST

DRS Imaging Services, LLC

By: DocuSigned by: Natalie Schubert F4FD11799F6547E...
Name: Natalie Schubert
Title: Chief Executive Officer
Date: December 3, 2024 | 9:41 AM EST

AI# 13049
Regular City Council Meeting
12/10/2024:

5. 6.

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of a private utility easement located south of 48th Street, between Avenue P and Avenue Q, in the Wayland Edward 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 15-foot sewer line easement located south of 48th Street, between Avenue P and Avenue Q, in the Wayland Edward Addition.

The total area of the easements being closed is 4,188 square feet. There is no charge to close easements. The proponent desires to close the easement due to the sewer line being abandoned and plugged, and to eliminate this encumbrance from future title searches.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Wayland Edwards, Sec 10, Blk B
Metes & bounds - Wayland Edwards
GIS Map - Wayland Edwards, Sec 10, Blk B

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF A PRIVATE UTILITY EASEMENT LOCATED IN LOTS 2 AND 3, WAYLAND EDWARDS 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 are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the private utility easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibits "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 _____, 2024.

Passed by the City Council on second reading this ____day of _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

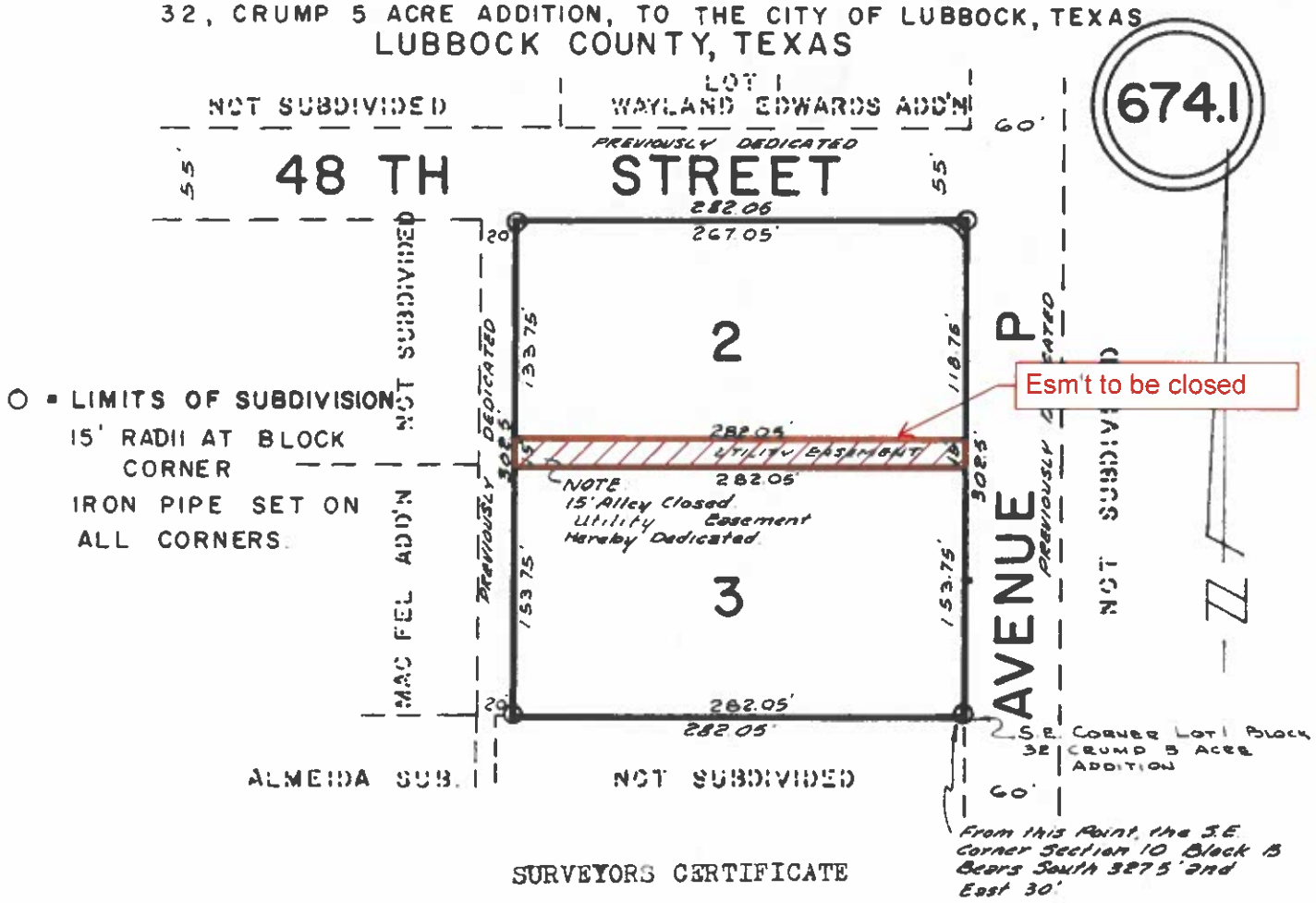
Ord. Easement Closure Lots 2 and 3 Wayland Edwards Addition

VOL. 732, PG. 693

LOTS 2 AND 3

WAYLAND-EDWARDS-ADDITION

A RE-PLAT OF LOTS 4 AND 5 MAC FEL ADDITION AND A PART OF LOT 1 BLOCK 32, CRUMP 5 ACRE ADDITION, TO THE CITY OF LUBBOCK, TEXAS
LUBBOCK COUNTY, TEXAS



SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
That I, John F. Wilson , do hereby certify that I prepared this Plat from an actual and accurate survey of land and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the subdivison Regulations of the City of Lubbock, Texas.

John F. Wilson
Registered Public Surveyor

Approved this 18Th day of August, 1959 by the City Planning Commission of the City of Lubbock, Texas.

A. L. Bradshaw
Chairman

J R Smith
Secretary

LUBBOCK ENGINEERING COMPANY
1638 Main Street

CERTIFIED CORRECT: John F. Wilson
John F. Wilson
Registered Public Surveyor
Date: September 29, 1958
Scale: 1" = 100'

John F. Wilson
262

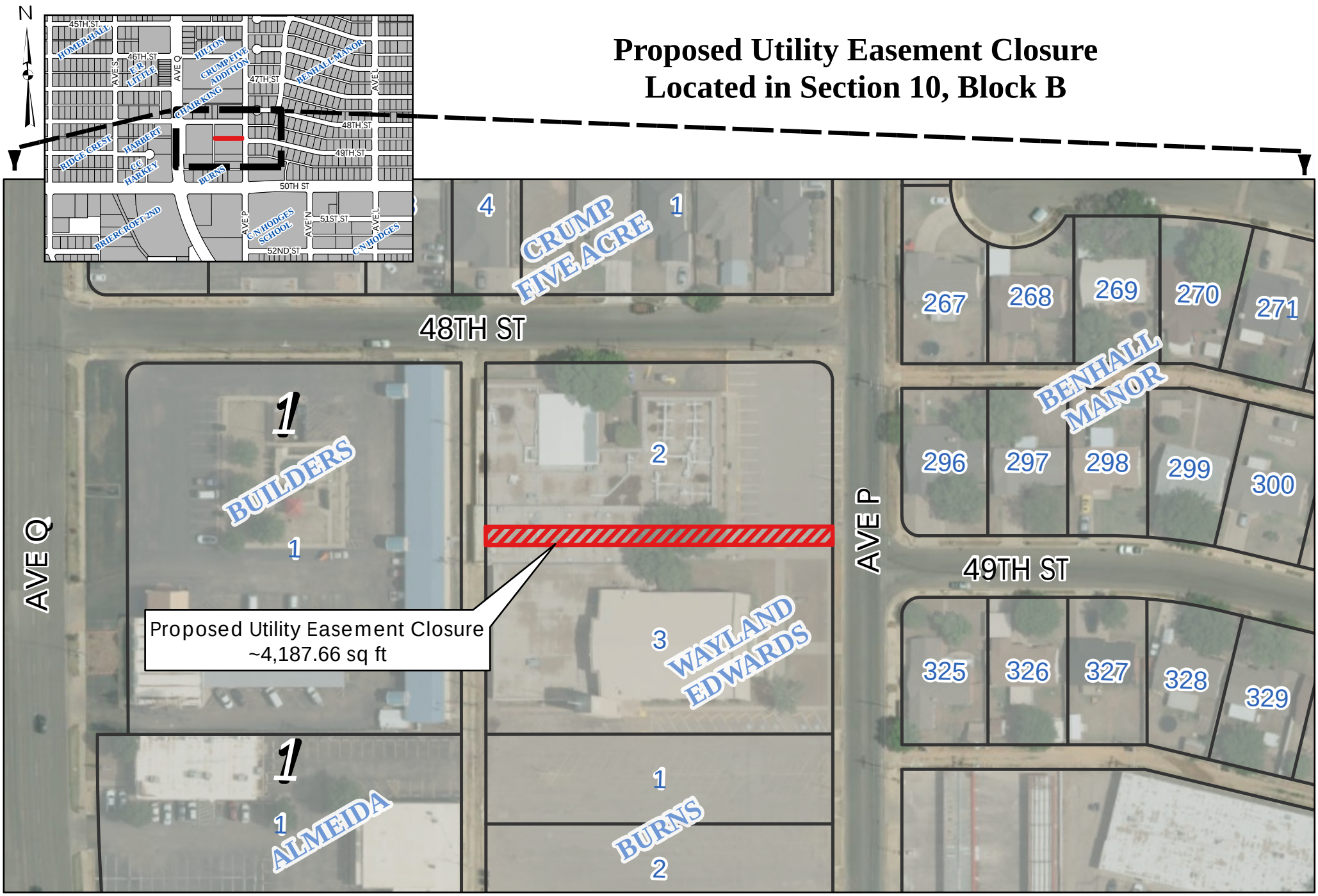
LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LEGAL DESCRIPITON OF A 15' UTILITY EASEMENT TO BE CLOSED:

All of that "15' UTILITY EASEMENT", also being the South 15 feet of Lot 2, Wayland Edwards Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 732, Page 693 of the Deed Records of Lubbock County, Texas, said easement being granted by said plat of Wayland Edwards Addition.

Proposed Utility Easement Closure
Located in Section 10, Block B



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 2023

AI# 13065
Regular City Council Meeting 5. 7.
12/10/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 14), on the east side of Upland Avenue, south of 4th Street, and north of 8th Street, to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

Item Summary

Timothy and Huber Johns are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project, on the east side of Upland Avenue, south of 4th Street, north of 8th Street.

The proponents will dedicate a 1,979 square foot tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $25,727 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 14 - Resolution
Parcel 14 - Dedication Deed
Parcel 14 - GIS Map
CIP Budget Detail
CIP ProjectDetail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 14), to be utilized for the North Upland Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

North Upland Avenue (4th to 19th) Project
Parcel No. 14
Abbreviated Property Description: A 0.0454-acre (1,979 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 1-acre tract as described in Volume 5290, Page 14, Real Property Records of Lubbock County, Texas (RPRLCT)

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

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

THAT **TIMOTHY WAYNE JOHNS** and **HUBERT LEE JOHNS**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 13th day of November, 2024

GRANTOR:

GRANTOR:

TIMOTHY WAYNE JOHNS **HUBERT LEE JOHNS**

Timothy Wayne Johns **Hubert Lee Johns**

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 13th day of November, 2024 by **TIMOTHY WAYNE JOHNS**. The acknowledging person personally appeared by:

☑ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

KAYDEE FINCANNON
Notary Public
State of Texas
ID # 134589809
My Comm. Expires 10-04-2027

Kaydee Fincannon
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 10-4-2027

STATE OF Texas

COUNTY OF Travis

This instrument was acknowledged before me on the 12th day of November, 2024 by **HUBERT LEE JOHNS**. The acknowledging person personally appeared by:

☑ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

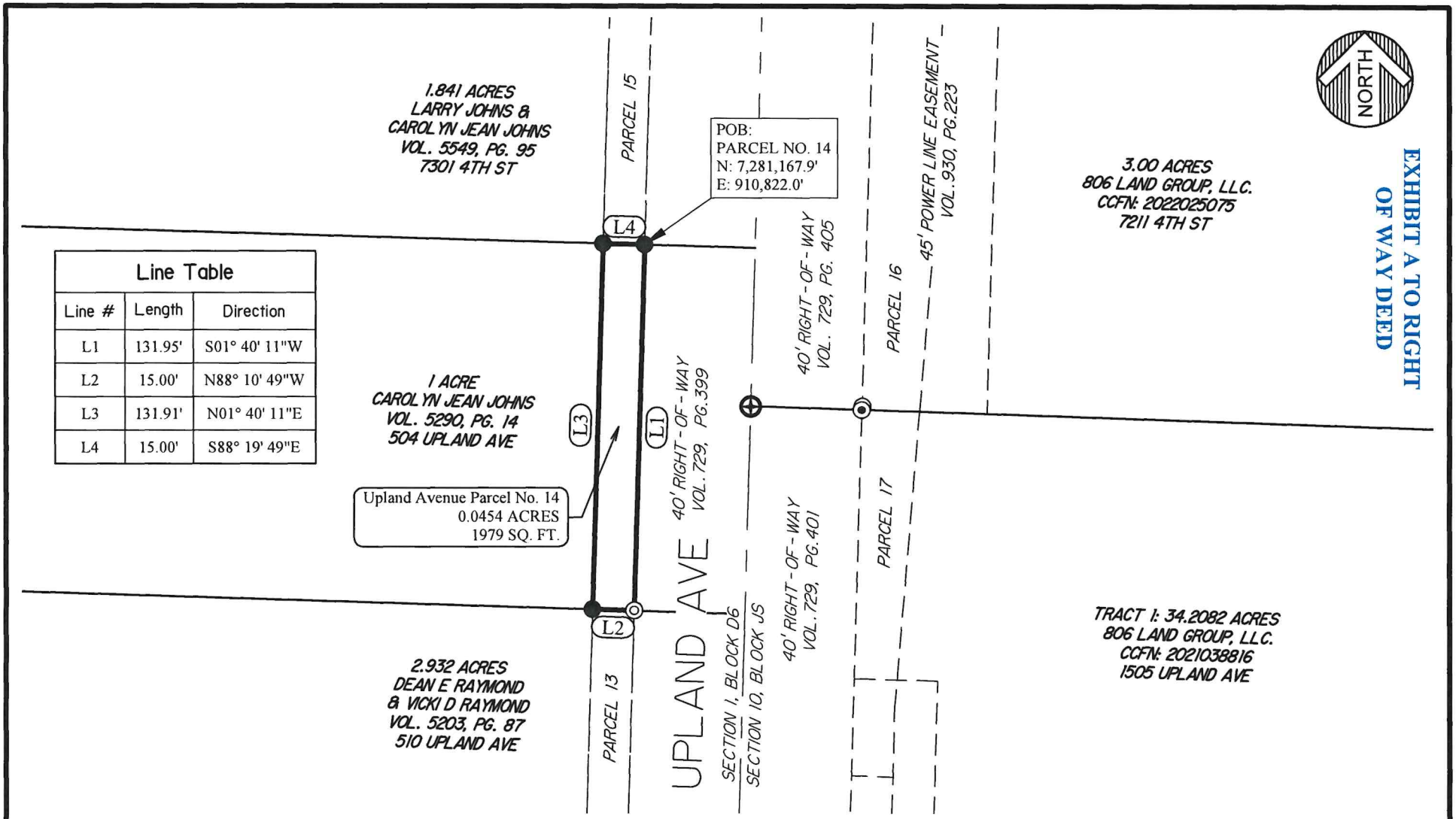
Mary Chavez Herrera

NOTARY PUBLIC, STATE OF Texas

My Commission Expires: 09-01-2028

MARY CHAVEZ HERRERA
Notary Public, State of Texas
Comm. Expires 09-01-2028
Notary ID 11285245

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401



Line Table		
Line #	Length	Direction
L1	131.95'	S01° 40' 11"W
L2	15.00'	N88° 10' 49"W
L3	131.91'	N01° 40' 11"E
L4	15.00'	S88° 19' 49"E

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 14
PERIMETER SURVEY OF A
0.0454 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor No.5167 State of Texas

STATE OF TEXAS REGISTERED ROBERT A. CHRISTOPHER 5167 PROFESSIONAL LAND SURVEYOR

2/28/24

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FOUND MAG NAIL /SHINER
- SET 1/2" IRON ROD/CAP (HRA)
- FOUND 1/2" IRON ROD/CAP (AMD)
- FOUND 3/4" IRON PIPE

POB- POINT OF BEGINNING
NTS- NOT TO SCALE
CCFN- COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 14

METES AND BOUNDS DESCRIPTION of a 0.0454-acre (1,979 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 1-acre tract as described in Volume 5290, Page 14, Real Property Records of Lubbock County, Texas (RPRLCT), said 0.0454-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,281,167.9', E=910,822.0') set in the West line of that 40' Right-of-Way described in Volume 729, Page 399, Official Public Records of Lubbock County, Texas (OPRLCT), in the South line of that 1.841-acre tract described in Volume 5549, Page 95, RPRLCT, for the Northeast corner of this parcel, which bears N. 01°40'11" E. a distance of 242.93 feet and N. 88°19'49" W. a distance of 40.00 feet from the Northeast corner of said Section 1, Block D-6;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way, a distance of 131.95 feet to a 3/4" iron pipe found in the North line of that 2.932-acre tract described in Volume 5203, Page 87, RPRLCT, at the Southeast corner of this parcel;

THENCE N. 88°19'49" W., along the North line of said 2.932-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this parcel;

THENCE N. 01°40'11" E., 55.00 feet West of and parallel to the East line of said Section 1, Block D-6, a distance of 132.02 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." in the South line of that 1.841-acre tract described in Volume: 5549, Page: 95, RPRLCT, set for the Northwest corner of this parcel;

THENCE S. 88°19'49" E., along the South line of said 1.841-acre tract, a distance of 15.00 feet to the POINT OF BEGINNING, having an area of 0.0454 Acres (1,979 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 14
PERIMETER SURVEY OF A
0.0454 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor No.5167 State of Texas



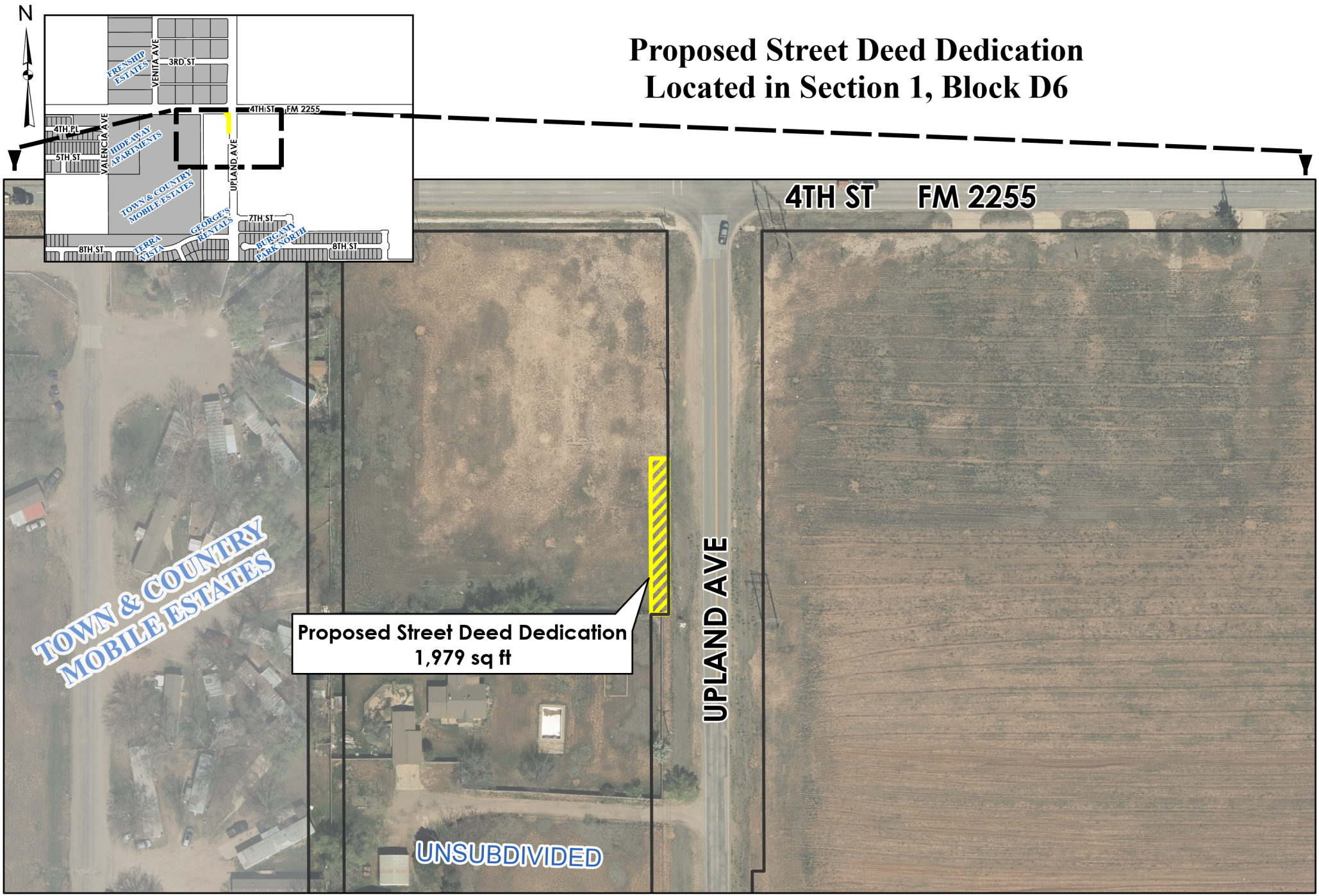
2/28/24

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.00023

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Proposed Street Deed Dedication
Located in Section 1, Block D6



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 - March 2024

City of Lubbock
Capital Project
Project Cost Detail
December 10th, 2024

Capital Project Number:	92812
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	10,808
Contract 17113 with Half Associates, Inc. for Design Services	949,700
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	14,493
Parcel 8 - Land Acquisition	55,625
Parcel 12 - Land Acquisition	32,422
Parcel 13 - Land Acquisition	52,055
Parcel 16 - Land Acquisition	65,026
Parcel 17 - Land Acquisition	96,876
Parcel 21 - Land Acquisition	37,680
Parcel 20 - Land Acquisition	29,232
Agenda Item December 10, 2024	
Parcel 14 - Land Acquisition	25,727
Parcel 15 - Land Acquisition	43,485
Encumbered/Expended To Date	1,437,869
Estimated Cost for Remaining Appropriation	
Upland Avenue: 4th St to 19th St - 22B Construction	13,262,131
Remaining Appropriation	
Total Appropriation	14,700,000



CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 $3,200,000 was appropriated by Ord. 2022-O0169
- FY 2024-25 $11,500,000 was appropriated by Ord. 2024-O0128

Project Dates

Design Start Date: 02/2023
Design Completion: 08/2025
Bid for Constuction:10/2025
Award Construction: 12/2025
Project Completion: 06/2027

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$3,200,000	$11,500,000	$0	$0	$0	$0	$0
TOTAL	**$3,200,000**	**$11,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	$3,200,000	$11,500,000	$0	$0	$0	$0	$0
TOTAL	**$3,200,000**	**$11,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 13066
Regular City Council Meeting 5. 8.
12/10/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 15), on the southwest corner of Upland Avenue and 4th Street, to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

Item Summary

Timothy and Huber Johns are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project, on the southwest corner of Upland Avenue and 4th Street.

The proponents will dedicate a 3,345 square foot tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $43,485 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 15 - Resolution
Parcel 15 - Dedication Deed
Parcel 15 - GIS Map
CIP Budget Detail
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 15), to be utilized for the North Upland Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

North Upland Avenue (4th to 19th) Project
Parcel No. 15
Abbreviated Property Description: A 0.0768-acre (3,345 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 1.841-acre tract described in Volume 5549, Page 95, Real Property Records of Lubbock County, Texas (RPRLCT)

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

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

THAT **TIMOTHY WAYNE JOHNS** and **HUBERT LEE JOHNS**, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 13th day of November, 2024

GRANTOR:

TIMOTHY WAYNE JOHNS **HUBERT LEE JOHNS**

Timothy Wayne Johns **Hubert Lee Johns**

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 13th day of November, 2024 by **TIMOTHY WAYNE JOHNS**. The acknowledging person personally appeared by:

☑ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

KAYDEE FINCANNON
Notary Public
State of Texas
ID # 134589809
My Comm. Expires 10-04-2027

Kaydee Fincannon
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 10-4-2029

STATE OF Texas

COUNTY OF Travis

This instrument was acknowledged before me on the 12th day of November, 2024 by **HUBERT LEE JOHNS**. The acknowledging person personally appeared by:

☑ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

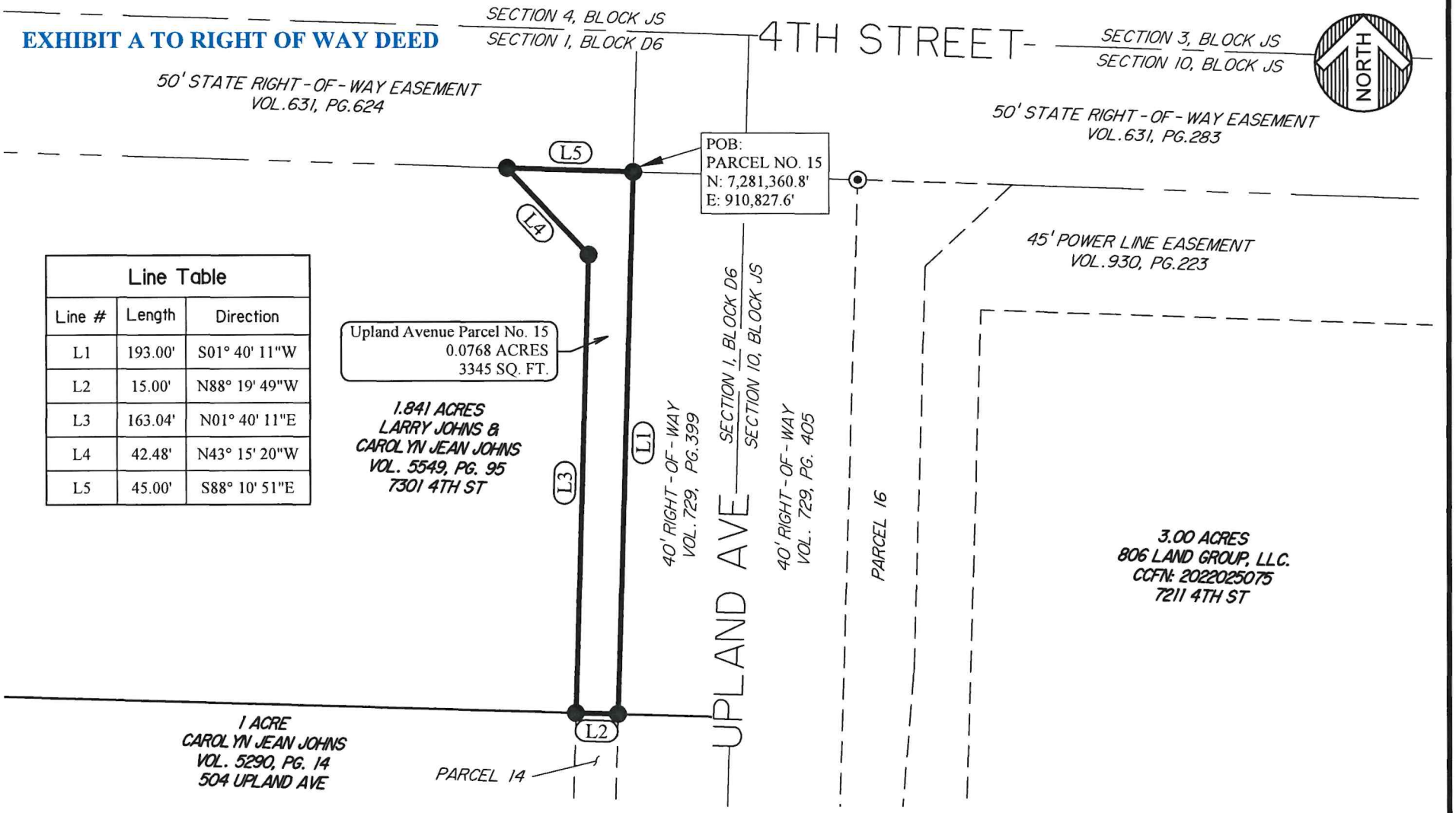
MARY CHAVEZ HERRERA
Notary Public, State of Texas
Comm. Expires 09-01-2028
Notary ID 11285245

Mary Chavez Herrera

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 09-01-2028

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

EXHIBIT A TO RIGHT OF WAY DEED



Line Table		
Line #	Length	Direction
L1	193.00'	S01° 40' 11"W
L2	15.00'	N88° 19' 49"W
L3	163.04'	N01° 40' 11"E
L4	42.48'	N43° 15' 20"W
L5	45.00'	S88° 10' 51"E

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 15
PERIMETER SURVEY OF A
0.0768 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor No.5167 State of Texas

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

2/28/24

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

Copyright 2024, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" IRON ROD/CAP (HRA)
- FOUND 1/2" IRON ROD/CAP (AMD)

POB- POINT OF BEGINNING
NTS- NOT TO SCALE
CCFN- COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 15

METES AND BOUNDS DESCRIPTION of a 0.0768-acre (3,345 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 1.841-acre tract described in Volume 5549, Page 95, Real Property Records of Lubbock County, Texas (RPRLCT), said 0.0768-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,281,360.7', E=910,827.6') set in the West line of that 40' Right-of-Way easement described in Volume 729, Page 399, Deed Records of Lubbock County, Texas (DRLCT), and the South right-of-way line of 4th Street as described in Volume 631, Page 624, DRLCT, for the Northeast corner of this parcel, which bears S. 01°40'11" W. a distance of 50.00 feet and N. 88°10'51" W. a distance of 40.00 feet from the Northeast corner of said Section 1, Block D-6;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way, a distance of 193.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of that 1-acre tract described in Volume 5290, Page 14, RPRLCT, for the Southeast corner of this parcel;

THENCE N. 88°19'49" W., along the North line of said 1-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this parcel;

THENCE N. 01°40'11" E., 55.00 feet West of and parallel with the East line of said Section 1, a distance of 163.04 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a corner of this parcel;

THENCE N. 43°15'20" W. a distance of 42.48 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South line of said 4th Street, for the Northwest corner of this parcel;

THENCE S. 88°10'51" E., along the South line of said 4th Street, a distance of 45.00 feet to the POINT OF BEGINNING, having an area of 0.0768 Acres (3,345 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 15
PERIMETER SURVEY OF A
0.0768 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor No.5167 State of Texas

STATE OF TEXAS REGISTERED ROBERT A. CHRISTOPHER 5167 PROFESSIONAL LAND SURVEYOR

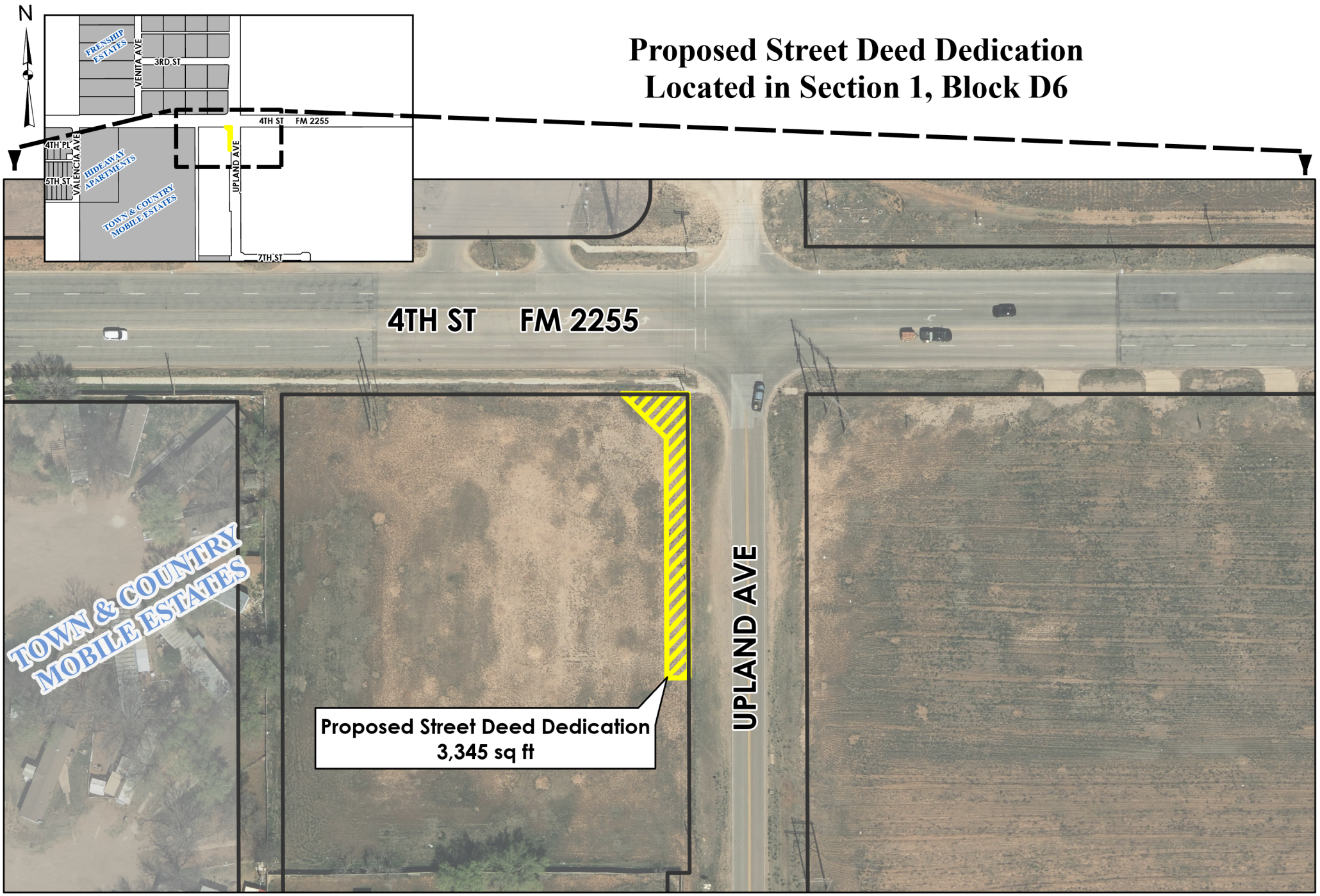
2/28/24

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

Copyright 2024, Hugo Reed and Associates, Inc.

Proposed Street Deed Dedication
Located in Section 1, Block D6



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 - March 2024

City of Lubbock
Capital Project
Project Cost Detail
December 10th, 2024

Capital Project Number:	92812
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	10,808
Contract 17113 with Half Associates, Inc. for Design Services	949,700
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	14,493
Parcel 8 - Land Acquisition	55,625
Parcel 12 - Land Acquisition	32,422
Parcel 13 - Land Acquisition	52,055
Parcel 16 - Land Acquisition	65,026
Parcel 17 - Land Acquisition	96,876
Parcel 21 - Land Acquisition	37,680
Parcel 20 - Land Acquisition	29,232
Agenda Item December 10, 2024	
Parcel 14 - Land Acquisition	25,727
Parcel 15 - Land Acquisition	43,485
Encumbered/Expended To Date	1,437,869
Estimated Cost for Remaining Appropriation	
Upland Avenue: 4th St to 19th St - 22B Construction	13,262,131
Remaining Appropriation	
Total Appropriation	14,700,000



CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 $3,200,000 was appropriated by Ord. 2022-O0169
- FY 2024-25 $11,500,000 was appropriated by Ord. 2024-O0128

Project Dates

Design Start Date: 02/2023
Design Completion: 08/2025
Bid for Constuction:10/2025
Award Construction: 12/2025
Project Completion: 06/2027

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$3,200,000	$11,500,000	$0	$0	$0	$0	$0
TOTAL	**$3,200,000**	**$11,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	$3,200,000	$11,500,000	$0	$0	$0	$0	$0
TOTAL	**$3,200,000**	**$11,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 13067
Regular City Council Meeting 5. 9.
12/10/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17649, and all related documents, with MH Civil Constructors, Inc., for the Playa Lake 054 Lateral Extension.

Item Summary

Lake 054 (Blue Sky Lake) is a non-overflow playa located at the southern edge of the Arnett Benson neighborhood, between Systems C and D of the City of Lubbock Playa Lakes System. The purpose of this project is to install a new storm sewer line to convey excess water from Playa Lake 054 during storm events.

On December 5, 2023, a Unit Price Contract 17649 was awarded to MH Civil Constructors, Inc., per Request For Proposal (RFP) 24-17649-TF, with 300 days construction time. Change Order No. 1 increases the scope of work to include extra materials, labor, and time to address conflicts that came up during construction. Change Order No. 1 will add $101,231.05 and 44 days to Contract 17649.

Fiscal Impact

This contract change order in the amount of $101,231.05, is funded in Capital Improvement Project 92743, Playa Lake 054 Lateral Extension.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/ City Engineer

Attachments

Resolution
Change Order 1
Original Construction Contract
Location Map
CIP Budget Detail
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 01 to that certain Contract No. 17649 by and between the City of Lubbock and MH Civil Constructors, Inc. for the playa lake 054 lateral extension as per RFP 24-17649-TF, and related documents. Said Change Order No. 01 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, 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.ChgOrd#1 – 17649 MH Civil playa lake 54
11.18.24

Office of Purchasing and Contract Management
Change Order

Contract No: 17649	Contractor: MH Civil Constructors, Inc.
Change Order No: 1	Contract Title: Playa Lake 054 Lateral Extension
Bid/RFP No: RFP 24-17649-TF	Project No: 92743

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

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

Changes as a result of alterations, conflicts, additions, and deletions per the following RCPs and CPs:

RCP-001.2 – Relocation of storm water structure to provide better access for maintenance – 7 days added
RCP-002.1 – Relocation of sewer line STA 5+14 to eliminate a conflict with storm sewer – 7 days added
CP-001.2 – AC line Conflict with proposed storm sewer – all extra work and material – 30 days added
CP-002 – 12" AC line removal and disposal

This change order will result in an additional $101,231.05 and 44 days being added to the contract

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$5,965,000.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000	$101,231.05
	COST CENTER:9243 ACCOUNT:92743	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	1.7%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$101,231.05
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	1.7%
G.	NEW CONTRACT AMOUNT (A+E):	**$6,066,231.05**

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)*:

Jonathan Dimas	11/14/2024	Heather Kister	11/14/2024
(1) Contractor	Date	(2) Project Architect/Engineer	Date
Bailey Ratcliffe	15 NOV 2024		11/18/2024
(3) Owner's Representative	Date	(4) Director of Purchasing & Contract Management	Date
Melissa Serino	11-15-24		11-18-24
(5) Capital Project Manager	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 #: _____

Project	Playa Lake 054 Blue Sky Lateral Extension	**Project Number**	
Owner	City of Lubbock		92743.9243.30000
Contractor	MH Civil Constructors		
Construction Manager	Freese and Nichols Inc.		LUB22311
Design Professional	Heather Keister		

Change Order No. 1 **Date** 11/11/2024

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1	**RCP-001.2 - Relocation of Storm Water Structure**	$ 19,000.00
2	**RCP-002.1 - Relocation of Sewer Line STA 5+14**	$ 39,411.68
3	**CP-001.2 - 12" AC line conflict with Proposed Storm Sewer**	$ 33,438.37
4	**CP-002 – 12" AC Line Removed from CP-001.2**	$ 9,381.00
5		$
Net Change in Contract Price this Change Order		$ 101,231.05
Net Change in Contract Times this Change Order		44 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 5,965,000.00
b. Previously Approved Change Order/Contract Amendment Amounts	$ 0
c. Adjusted Contract Price (a + b)	$ 5,965,000.00
d. Contract Amendment Amount	$ 101,231.05
e. Revised Contract Price (c + d)	$ 6,066,231.05
f. Percent Change in Contract Price to Date	1.7 %

	Original	Previous	Current
Substantial Completion Date	11/22/2024	11/22/2024	01/05/2025
Final Completion Date	12/22/2024	12/22/2024	02/04/2025

Recommended by Design Professional

Name _____ Date _____

Recommended by Construction Manager

Name Kelly Smith Date 11/12/2024

Approved by Contractor

Name Jonathan Dimas Date 11/12/2024

Approved by Owner

Name _____ Date _____

RCP-001.2

Relocation of Storm Water Structure

MH CIVIL

Proposed Change Order Cover Letter

August 6, 2024

Freese and Nichols
1500 Broadway St
Suite 206
Lubbock, Texas 79401

Attn: Kelly Smith

Re: Proposed Change Order No. 1

Kelly,

MH Civil Constructors, Inc. has evaluated your request for pricing for Proposed Change Order No. 1. Please see the below and attached Proposed Change Order No. 1 which includes costs to MH for **relocation of the CDS structure to sta 3+00.** To provide clarity to the overall scope, MH has provided a scope breakdown of inclusions and exclusion following the Proposed Change Order Cover Letter.

MH would like to propose an increase in contract time of **7 days** for Proposed Change Order No. 1.

In accordance with Specification – Section 01 26 00 – Change Management – 1.02 Change Proposals, MH would like to propose a **lump sum cost of $19,000.00.**

This proposal represents the associated fees for the specified scope of work included. If unknowns not detailed in Proposed Change Order No. 1 are discovered and additional work is required because of this change order due to circumstances outside of MH's control, this will be discussed and addressed under a separate cover.

Should you have any questions or need additional information, please let me know.

Respectfully yours,

MH CIVIL CONSTRUCTORS, INC.

Jonathan Dimas
Project Engineer

CC: Raul Hernandez

MH CIVIL

GENERAL SCOPE OF WORK PROPOSED BY MH CIVIL CONSTRUCTORS, INC.:

Specifications & Assumptions:

- All work assumes the use of existing MH equipment onsite for the current work under contract. **Delay in work will cause additional mobilization costs of equipment and labor.**

Inclusions:

- Project Management
- Survey & Layout
- Hydro Excavation of Existing Utilities
- HMAC Removal & Repair

Exclusions:

- Unknowns encountered as a part of Proposed Change Order No. 1.

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	CDS Device Relocation	1.000	LS	19,000.00	19,000.00
	Bid Total				**$19,000.00**

2024-02 Lubbock Playa Lake 054 Lateral Extension
PCO 1 - CDS Relocate

LABOR

Classification	Unbur. Base Rate	FICA & Medi.	FUTA	SUTA	WC	GL	IRA & PS Plan	Holiday	Vacation	Consum.	Health	Admin	Group Life	Reg. Rate	OT Rate	Reg Hours	OT Hours	Suggested Billing Rate
		7.65%	0.60%	1.76%	6.70%	2.78%	12.50%	6.00%	6.00%	9.50%	6.44%	5.6%						
Labor - Demo	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	20		$ 1,109.73
Labor - Survey	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	10		$ 554.86
Labor - SUE	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	10		$ 554.86
Skilled Trade - Gravity	36.46	2.79	0.22	0.64	2.44	1.01	4.56	2.19	2.19	3.46	2.35	2.04	0.10	60.45	83.94	20		$ 1,209.04
Heavy Equipment Operator	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	30		$ 1,962.54
Field Supervisor	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	25		$ 1,635.45
Surveyor	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	10		$ 654.18
Estimator	54.46	4.17	0.33	0.96	3.65	1.51	6.81	3.27	3.27	5.17	3.51	3.05	0.10	90.25	125.39	6		$ 541.49
Project Engineer	57.46	4.40	0.34	1.01	3.85	1.60	7.18	3.45	3.45	5.46	3.70	3.22	0.10	95.21	132.29	8		$ 761.71
																139	0	$ 8,983.87

		Long Term Teams			Short Term			
PER DIEM	Days for this work	Monthly	Working Days per month	Daily Per Diem or Rent	Fuel / Mileage	Hotel	Food	Total Travel & Subsistence
Lodging Rental #1			22	$ -				$ -
Lodging Rental #2			22	$ -				$ -
Lodging Rental #3			22	$ -				$ -
Labor - Gravity				$ 40				$ -
Skilled Trade - Gravity				$ 40				$ -
Heavy Equipment Operator				$ 40				$ -
Trenchless Operator				$ 40				$ -
Superintendent				$ 40				$ -
								$ -

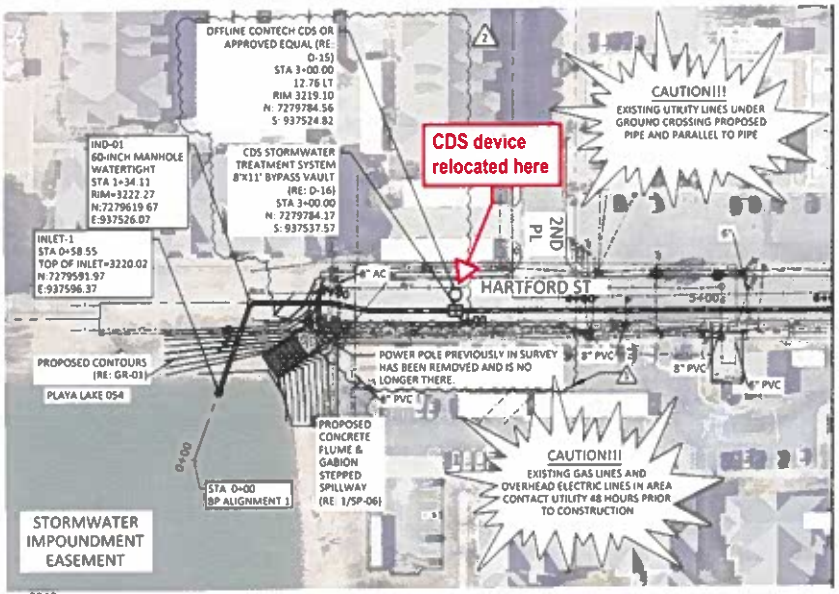
EQUIPMENT

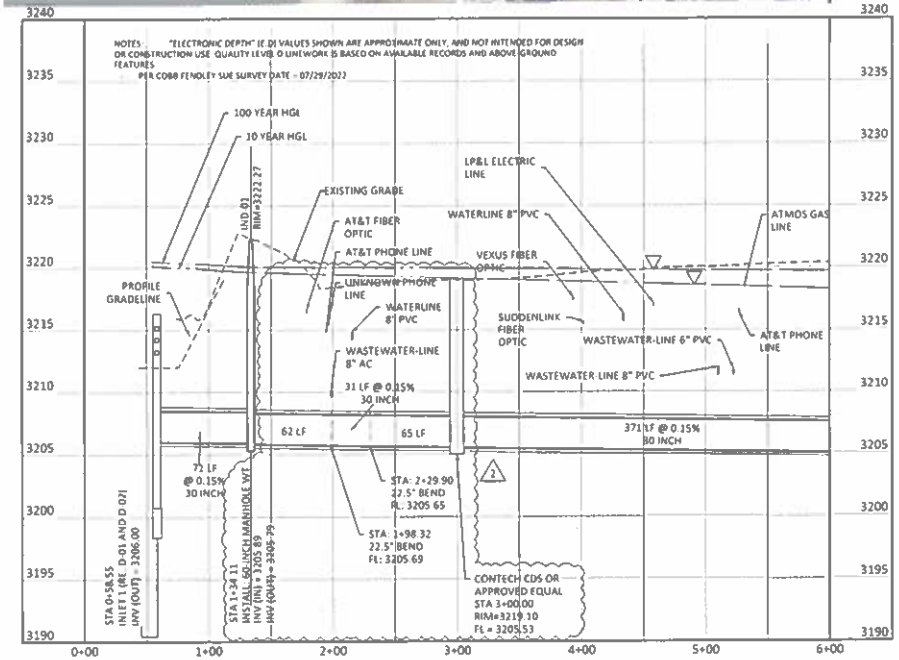
Description	Hourly Rate	Hours On-Site	Daily Rate	Days On-Site	Weekly Rate	Weeks On-Site	Monthly Rate	Months On Site			Delivery / PU		Delivery / PU Quant.	Extended Cost
Mack-Water Truck 2000 ga	$ 39.50	10												$ 395.00
Peterbilt 379 & Trailer	$ 85.00	5												$ 425.00
Breaker Attachment	$ 19.00	5												$ 95.00
Cat 320 Excavator	$ 109.98	5												$ 549.90
Survey Equipment	$ 15.00	10												$ 150.00
Cat 930M Loader	$ 60.46	15												$ 906.90
Cat CP34 Vibratory Compactor	$ 65.33	15												$ 979.95
														$ -
														$ -
														$ -
														$ -
														$ -
														$ -
														$ -
														$ 3,501.75

VENDOR (SUBCONTRACTORS, SUPPLIERS)

Description	Quantity	Unit		Unit Cost	Extended Cost
Flexible base for additional pavement repairs	1	LS		$250.00	$ 250.00
Sub - HMAC Paving	1	LS		$2,652.00	$ 2,652.00
					$ -
					$ -
					$ -
					$ 2,902.00

	TOTAL
Direct Cost of Labor	$ 8,983.87
Direct Cost of Per Diem	$ -
Direct Cost of Equipment	$ 3,501.75
Direct Cost of Vendors	$ 2,902.00
Contractor's Fee	$ 3,077.52
Subtotal	$ 18,465.15
Direct Cost of Bond	$ 534.85
TOTAL	$ 19,000.00





NOTES (TYPICAL - PLAN & PROFILE)

1. CONTRACTOR TO SUPPORT AND PROTECT EXISTING PIPE AND BEDDING. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES AT NO EXPENSE TO THE OWNER.
2. CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.
3. CONTRACTOR SHALL BRACE AND ADEQUATELY SUPPORT CROSSING WATER AND SEWER LINES UNLESS OTHERWISE NOTED.
4. SEE SHEET D-08 AND D-09 FOR MANHOLE DETAILS.
5. SEE SHEET D-06 FOR OTHER THAN OPEN CUT DETAILS. BORE PIT/ACCESS SHAFT LIMITS SHALL BE WITHIN ALLOWABLE EASEMENT, ROW, AND WORK ZONE LIMITS.
6. SEE SHEET D-01 AND D-02 FOR INLET DETAILS.
7. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.
8. SEE SHEET GR-01 FOR GRADING DETAILS.
9. SEE SHEET D-15 AND D-16 FOR TREATMENT UNIT DETAILS
10. SEE SHEET PP-01 AND PP-02 FOR LIMITS OF PAVEMENT AND CHANNEL REPAIR.
11. SEE SHEET D-05, PP-01, PP-02, AND SP-01 FOR PAVEMENT, RIPRAP, AND CHANNEL REPAIR DETAILS.
12. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
13. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS
14. SEE SHEET SP-03, SP-04, SP-05, AND SP-6 FOR GABION DETAILS.
15. INLET IS TO BE BUILT EARLY IN PROJECT TO SUPPORT CITY OF LUBBOCK FEMA MAP UPDATE EFFORTS.

N

0 50' 100'
SCALE IN FEET HORIZONTAL

0 5' 10'
SCALE IN FEET VERTICAL

Trevor Joe Nichols, PE
Texas Registered Engineering Firm F-2144
10/23/2023

FREESE NICHOLS

1500 Broadway Street
Suite 200
Lubbock, Texas 79401
Phone - (806) 686-7100
Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE
LINE IND (1 OF 7)

NO.	DATE	BY	REVISIONS	FN NO. LUB27111
1	10/23/2023		ADDENDUM NO. 2	DESIGNED MRK
2	06/05/2024		REV MH-D10	DRAWN MRK
	10/30/2023			CHECKED MRK
				APPROVED MRK

PRINT SCALE: BAR = 1 INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE

SHEET P-01

SEQ. 11

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Last Saved: 6/6/2024 10:48 AM Saved By: 08107

Plot Date: 6/6/2024 10:50 AM Plot By: 08107 Filename: N:\SW\Base\2D Design\CV-ALL-OA-PL-STDN-1.dwg

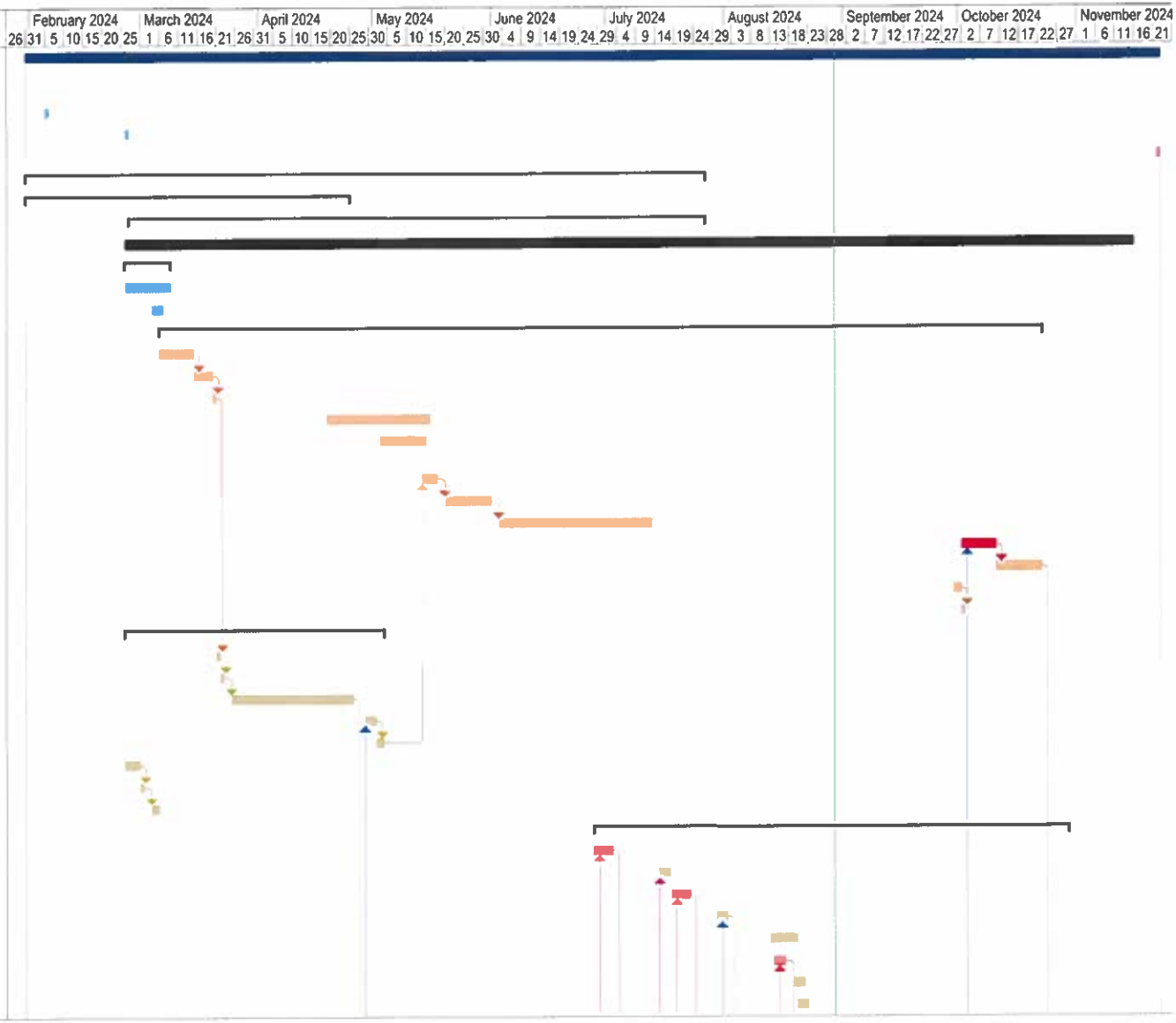
MH CIVIL

Project Schedule

City of Lubbock - Playa Lake 054 Lateral Extension - Blue Sky

Fri 8/30/24 5:57 PM

ID	Task Name	Duration	Start	Finish
1	**City of Lubbock - Playa Lake 054 Lateral Extension - Blue Sky**	184 days	Mon 2/26/24	Thu 11/14/24
2	Preconstruction Meeting	1 day	Mon 2/5/24	Mon 2/5/24
3	NTP	1 day	Mon 2/26/24	Mon 2/26/24
4	Substantial Completion	1 day	Fri 11/22/24	Fri 11/22/24
5	Material	124 days	Wed 1/31/24	Fri 7/26/24
6	**Submittal Preparation**	60 days	Wed 1/31/24	Wed 4/24/24
17	**Material Lead Time**	105 days	Tue 2/27/24	Fri 7/26/24
28	Construction			
29	**Mobilization**	10 days	Mon 2/26/24	Fri 3/8/24
30	Asbuilt & Photograph Existing Conditions	10 days	Mon 2/26/24	Fri 3/8/24
31	Equipment & Tools, Laydown Area	3 days	Mon 3/4/24	Wed 3/6/24
32	**Sitework**	160 days	Wed 3/6/24	Tue 10/22/24
33	Cofferdam	7 days	Wed 3/6/24	Thu 3/14/24
34	Excavate, inlet	3 days	Fri 3/15/24	Tue 3/19/24
35	Inlet, foundation prep	1 day	Wed 3/20/24	Wed 3/20/24
36	Install gabions	19 days	Fri 4/19/24	Wed 5/15/24
37	Prep subgrade for concrete flume & gabions stepped spillway	8 days	Fri 5/3/24	Tue 5/14/24
38	Backfill around inlet	4 days	Tue 5/14/24	Fri 5/17/24
39	Install geotextile fabric & Armorflex concrete mattres	9 days	Mon 5/20/24	Fri 5/31/24
40	Demo & haul off cofferdam	28 days	Mon 6/3/24	Fri 7/12/24
41	[illegible]	7 days	Wed 10/2/24	Thu 10/10/24
42	Excavate, Bypass Vault & CDS Device	8 days	Fri 10/11/24	Tue 10/22/24
43	Site grading	2 days	Mon 9/30/24	Tue 10/1/24
44	Erosion control blankets	1 day	Wed 10/2/24	Wed 10/2/24
45	**Cast-in-Place Concrete**	49 days	Mon 2/26/24	Fri 5/3/24
46	Inlet base, forms & rebar	1 day	Thu 3/21/24	Thu 3/21/24
47	Inlet base, concrete pour	1 day	Fri 3/22/24	Fri 3/22/24
48	Inlet walls & top, forms & rebar	23 days	Mon 3/25/24	Thu 4/25/24
49	Inlet walls & top, concrete pour	3 days	Mon 4/29/24	Wed 5/1/24
50	Inlet walls & top, break forms	2 days	Thu 5/2/24	Fri 5/3/24
51	Flume; forms & wire mesh	4 days	Mon 2/26/24	Thu 2/29/24
52	Flume; concrete pour	1 day	Fri 3/1/24	Fri 3/1/24
53	Flume; break forms	2 days	Mon 3/4/24	Tue 3/5/24
54	**Install Precast Concrete**	85 days	Fri 6/28/24	Tue 10/29/24
55	Install MH8	3 days	Fri 6/28/24	Tue 7/2/24
56	Install MH3	3 days	Mon 7/15/24	Wed 7/17/24
57	Install MH7	3 days	Thu 7/18/24	Mon 7/22/24
58	Install MH2	3 days	Tue 7/30/24	Thu 8/1/24
59	Install MH1	5 days	Tue 8/13/24	Mon 8/19/24
60	Install MH6	3 days	Wed 8/14/24	Fri 8/16/24
61	Install MH5	3 days	Mon 8/19/24	Wed 8/21/24
62	Install MH4	3 days	Tue 8/20/24	Thu 8/22/24



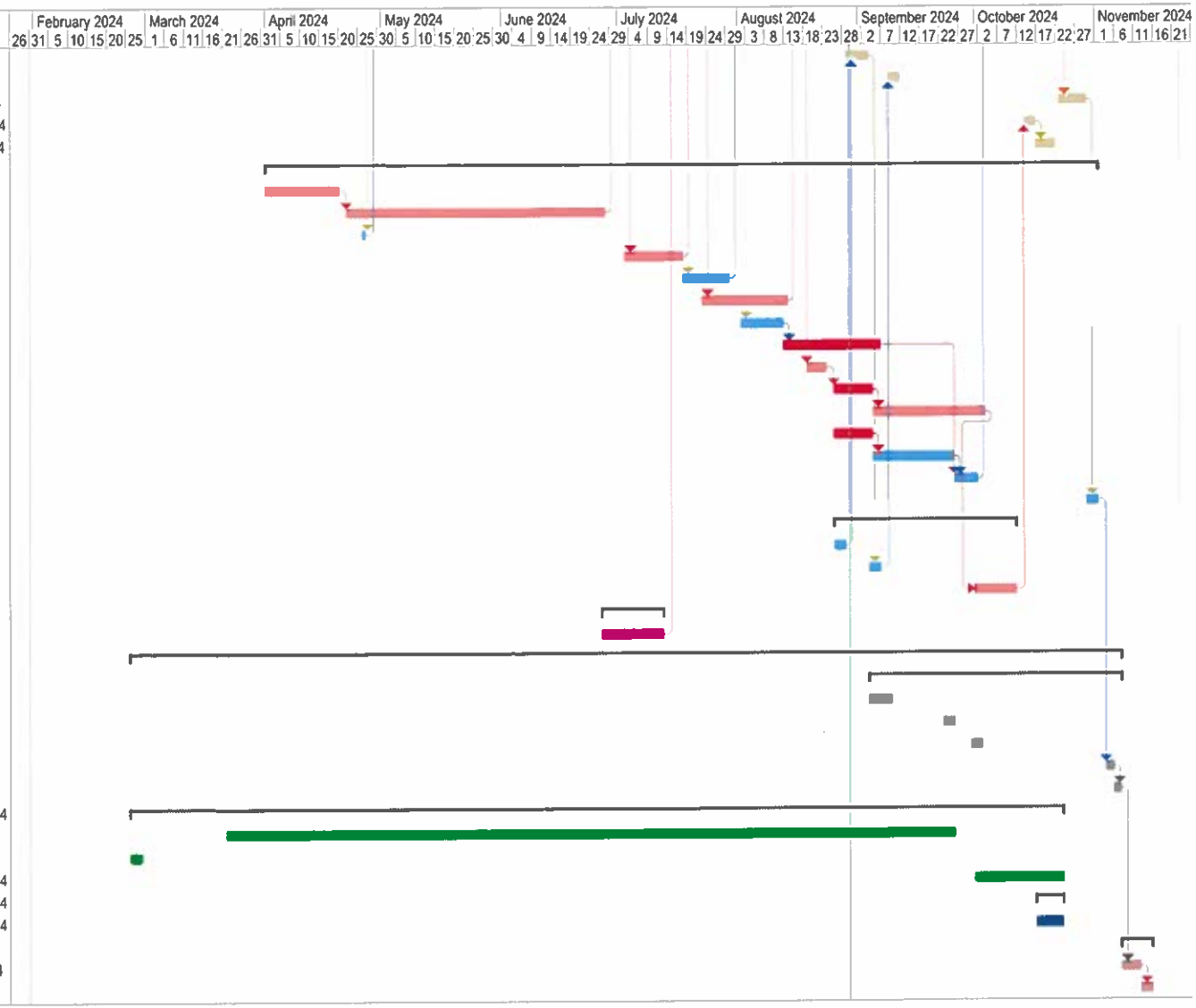
MH CIVIL

Project Schedule

City of Lubbock - Playa Lake 054 Lateral Extension - Blue Sky

Fri 8/30/24 5:57 PM

ID	Task Name	Duration	Start	Finish
63	Inlet 1	3 days	Thu 8/29/24	Tue 9/3/24
64	Inlet 2	3 days	Mon 9/9/24	Wed 9/11/24
65	Install Vault & CDS Device	5 days	Wed 10/23/24	Tue 10/29/24
66	Inlet 4	3 days	Mon 10/14/24	Wed 10/16/24
67	Inlet 3	3 days	Thu 10/17/24	Mon 10/21/24
68	Install 30" PP Corrugated Pipe	151 days	Mon 4/1/24	Fri 11/1/24
69	Tie-in to existing MH9 at sta 65+85	15 days	Mon 4/1/24	Fri 4/19/24
70	Sta 65+85 to 54+92	48 days	Mon 4/22/24	Thu 6/27/24
71	Sta 0+58 to 1+34	1 day	Fri 4/26/24	Fri 4/26/24
72	Sta 54+92 to 51+94	9 days	Wed 7/3/24	Wed 7/17/24
73	Sta 11+94 to 7+02	8 days	Thu 7/18/24	Mon 7/29/24
74	Sta 51+94 to 44+55	16 days	Tue 7/23/24	Tue 8/13/24
75	Sta 7+02 to 5+22	7 days	Fri 8/2/24	Mon 8/12/24
76	Sta 5+22 sewage utility conflict delay SL	18 days	Tue 8/13/24	Fri 9/6/24
77	Sta 44+55 to 41+49	5 days	Mon 8/19/24	Fri 8/23/24
78	Sta 41+49 existing utility conflict delay AC	7 days	Mon 8/26/24	Wed 9/4/24
79	Sta 41+49 to 24+00	21 days	Thu 9/5/24	Thu 10/3/24
80	Sta 24+00 existing utility conflict delay AC	7 days	Mon 8/26/24	Wed 9/4/24
81	Sta 24+00 to 11+94	15 days	Thu 9/5/24	Wed 9/25/24
82	Sta 5+22 to 3+20	4 days	Thu 9/26/24	Tue 10/1/24
83	Sta 1+34 to 2+80	3 days	Wed 10/30/24	Fri 11/1/24
84	Install 24" PP Corrugated Pipe	34 days	Mon 8/26/24	Fri 10/11/24
85	Lateral 1; sta 41+49	3 days	Mon 8/26/24	Wed 8/28/24
86	Lateral 2; sta 44+55	3 days	Wed 9/4/24	Fri 9/6/24
87	Lateral 3; sta 51+94	9 days	Tue 10/1/24	Fri 10/11/24
88	Class Trun Open Cut	10 days	Thu 6/27/24	Fri 7/12/24
89	Install 48" TLP; Sta 11+20 to 11+76	10 days	Thu 6/27/24	Fri 7/12/24
90	Subcontractors	179 days	Mon 2/26/24	Thu 11/7/24
91	HMAC Pavement Repair	47 days	Wed 9/4/24	Thu 11/7/24
92	Sta 65+83 to 54+92 ; 11+94 to 7+02	4 days	Wed 9/4/24	Mon 9/9/24
93	Sta 54+92 to 33+00	3 days	Mon 9/23/24	Wed 9/25/24
94	Sta 33+00 to 11+94	3 days	Mon 9/30/24	Wed 10/2/24
95	Sta 7+02 to 1+80	2 days	Mon 11/4/24	Tue 11/5/24
96	Lateral 3 (Erskine)	2 days	Wed 11/6/24	Thu 11/7/24
97	Traffic Control	168 days	Mon 2/26/24	Wed 10/23/24
98	Sta 65+83 to 54+92	129 days	Fri 3/22/24	Wed 9/25/24
99	Sta 54+92 to 2+00	3 days	Mon 2/26/24	Wed 2/28/24
100	Lateral 3; sta 51+94	17 days	Tue 10/1/24	Wed 10/23/24
101	Weather Days	5 days	Thu 10/17/24	Wed 10/23/24
102	5 weather days	5 days	Thu 10/17/24	Wed 10/23/24
103	Project Closeout	6 days	Fri 11/8/24	Fri 11/15/24
104	Demobilization, Cleanup, Final Walk-through	3 days	Fri 11/8/24	Tue 11/12/24
105	Punchlist	3 days	Wed 11/13/24	Fri 11/15/24



RCP-002.1

Relocation of Gravity Sewer Line

STA 5+14

MH CIVIL

CHANGE ORDER

November 8, 2024

Freese and Nichols
1500 Broadway St
Suite 206
Lubbock, Texas 79401

Attn: Kelly Smith

Re: Proposed Change Order No. 4

Kelly,

MH Civil Constructors, Inc. has evaluated your request for pricing for the subject Proposed CO. Please see below and the attached this PCO which includes costs to MH for the **installation of new sewer manhole near STA 4+15, and installation of new 24" storm sewer pipe and fittings at STA 2+00.** MH has provided a scope breakdown of inclusions and exclusions following this page.

MH would like to propose an increase in contract time of **7 calendar days** for the subject Proposed CO.

In accordance with Specification – Section 01 26 00 – Change Management – 1.02 Change Proposals, MH would like to propose a **Lump Sum price of $39,411.68.**

This proposal represents the associated fees for the specified scope of work included. If unknowns not detailed in this Proposed CO are discovered and additional work is required because of this change order due to circumstances outside of MH's control, this will be discussed and addressed under a separate cover.

Should you have any questions or need additional information, please let me know.

Respectfully yours,

MH CIVIL CONSTRUCTORS, INC.

Jonathan Dimas
Project Engineer

cc: Raul Hernandez

MH CIVIL

GENERAL SCOPE OF WORK PROPOSED BY MH CIVIL CONSTRUCTORS, INC.:

Specifications & Assumptions:

- All work assumes the use of existing MH equipment onsite for the current work under contract. **Delay in work will cause additional mobilization costs of equipment and labor.**

Inclusions:

- Hydro Excavation of Existing Utilities
- Installation of new sewer manhole on East line near STA 4+15, and tie into existing manhole on West Line.
- Cut and plug the existing sewer line in conflict with the proposed 30" storm sewer pipe.
- 24" reducers and 24" pipe joint at sta 2+00 to be billed as a quantity overrun of bid item 1-5 at a quantity of 20 LF

Exclusions:

- Asphalt repair to be billed as a quantity overrun of bid item 1-12 at an estimated quantity of 80 SY
- Items not addressed in RFI 11 (unknown encounters).

2024-02 Lubbock Playa Lake 054 Lateral Extension
PCO 4 - Relocate Sewer Line

MH CIVIL CONSTRUCTORS, INC.

LABOR

Classification	Unbur. Base Rate	FICA & Medi.	FUTA	SUTA	WC	GL	IRA & PS Plan	Holiday	Vacation	Consum.	Health	Admin	Group Life	Reg. Rate	OT Rate	Reg Hours	OT Hours	Suggested Billing Rate
		7.65%	0.60%	1.76%	6.70%	2.78%	12.50%	6.00%	6.00%	9.50%	6.44%	5.6%						
Labor - Gravity	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	86		$ 4,771.83
Labor - SUE	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	12.16		$ 674.71
Labor - Survey	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04			$ -
Skilled Trade - Gravity	36.46	2.79	0.22	0.64	2.44	1.01	4.56	2.19	2.19	3.46	2.35	2.04	0.10	60.45	83.94			$ -
Heavy Equipment Operator	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	44		$ 2,878.40
Heavy Equipment Operator - SUE	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85			$ -
Surveyor	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85			$ -
Field Supervisor	56.46	4.32	0.34	0.99	3.78	1.57	7.06	3.39	3.39	5.36	3.64	3.16	0.10	93.56	129.99	35.5		$ 3,321.32
Superintendent	59.46	4.55	0.36	1.05	3.98	1.65	7.43	3.57	3.57	5.65	3.83	3.33	0.10	98.52	136.90			$ -
																177.66	0	$ 11,646.25

		Long Term Teams			Short Term			
PER DIEM	Days for this work	Monthly	Working Days per month	Daily Per Diem or Rent	Fuel / Mileage	Hotel	Food	Total Travel & Subsistence
Lodging Rental #1	5	$ 1,650	22	$ 75.00				$ 375.00
Lodging Rental #2			22	$ -				$ -
Lodging Rental #3			22	$ -				$ -
Labor - Gravity	10			$ 40				$ 400.00
Labor - SUE	2			$ 40				$ 80.00
Heavy Equipment Operator	5			$ 40				$ 200.00
Field Supervisor	4			$ 40				$ 160.00
								$ 1,215.00

EQUIPMENT

Description	Hourly Rate	Hours On-Site	Daily Rate	Days On-Site	Weekly Rate	Weeks On-Site	Monthly Rate	Months On-Site			Delivery / PU		Delivery / PU Quant.	Extended Cost
CAT 320E Excavator		4.33	$ 860.00	1										$ 860.00
CAT 305E Excavator		18.75	$ 215.00	2										$ 430.00
Vermeer VXT300 Vac Truck		26.08	$ 1,389.00	3										$ 4,167.00
CAT 906M Loader		5	$ 200.00	1										$ 200.00
Husq FS400 Concrete Saw		1	$ 205.00	1										$ 205.00
Wacker Vibratory Rammer		8.5	$ 205.00	1										$ 205.00
Bobcat T590 Skid Steer		9.5	$ 505.00	1										$ 505.00
														$ -
														$ 6,572.00

VENDOR (SUBCONTRACTORS, SUPPLIERS)

Description	Quantity	Unit		Unit Cost		Extended Cost
Manhole - 48" Fiberglass	1	EA		$8,000.00	$	8,000.00
Sanitary Sewer Pipe SDR 6"	30	LF		$6.41	$	192.30
Sanitary Sewer PVC Fittings 22 5 degree	2	EA		$36.85	$	73.70
Rubber Sleeve 6"	1	EA		$165.22	$	165.22
#57 Aggregate	5	CY		$76.00	$	380.00
4000 psi concrete	9	CY		$210.72	$	1,896.48
Concrete - flowable fill	6	CY		$138.92	$	833.52
Manhole Shields	1	WK		$912.00	$	912.00
					$	12,453.22

	TOTAL	
Direct Cost of Labor	$	11,646.25
Direct Cost of Per Diem	$	1,215.00
Direct Cost of Equipment	$	6,572.00
Direct Cost of Vendors	$	12,453.22
Contractor's Fee	$	6,377.29
Subtotal	$	38,263.77
Direct Cost of Bond	$	1,147.91
TOTAL	**$**	**39,411.68**

Texas Department of Transportation
Form 316
(Rev. 02/10)
Page 1 of 2

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/1/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
CAT 320E Excavator		111.56	$ -	Rafael Vicencio (Rocky) - Labor	6.08		55.49		$ 337.38
CAT 305E Excavator		33.32	$ -	Enrique Velazquez - Labor	6.08		55.49		$ 337.38
Bobcat T590 Skid Steer		67.89	$ -	Israel Robles - Labor			55.49		$ -
CAT 906M Loader		29.95	$ -	Felipe Nunez(Conejo)- Operator			65.42		$ -
Vermeer VXT300 Vac Truck	5.08	29.57	$ 150.22	Edgar Beristain - Operator			65.42		$ -
Husq FS400 Concrete Saw	1.00	23.07	$ 23.07	Javier Amaya- Foreman			93.56		$ -
Stihl TS420 Cutoff Saw		23.07	$ -						$ -
Wacker Vibratory Rammer		21.43	$ -						$ -
			$ -						$ -
			$ -						$ -
		Total	$ 173.29					Total	$ 674.76

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
No material used		

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

_____
Signature

Texas Department of Transportation
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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/2/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator	3.33	111.56	$ 371.49
CAT 305E Excavator	5.25	33.32	$ 174.93
Bobcat T590 Skid Steer		67.89	$ -
CAT 906M Loader		29.95	$ -
Vermeer VXT300 Vac Truck	6.00	29.57	$ 177.42
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer		21.43	$ -
			$ -
			$ -
		Total	$ 723.84

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Rafael Vicencio (Rocky) - Labor	9.50		55.49		$ 527.16
Enrique Velazquez - Labor	9.50		55.49		$ 527.16
Israel Robles - Labor					$ -
Felipe Nunez(Conejo)- Operator	9.50		65.42		$ 621.49
Edgar Beristain - Operator					$ -
Javier Amaya- Foreman	9.50		93.56		$ 888.82
					$ -
					$ -
					$ -
					$ -
				Total	$ 2,564.62

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

Kelly Smith
Signature

Texas Department of Transportation
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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/3/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator	1.00	111.56	$ 111.56
CAT 305E Excavator	9.50	33.32	$ 316.54
Bobcat T590 Skid Steer		67.89	$ -
CAT 906M Loader	3.00	29.95	$ 89.85
Vermeer VXT300 Vac Truck	4.00	29.57	$ 118.28
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer		21.43	$ -
			$ -
			$ -
		Total	$ 636.23

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Rafael Vicencio (Rocky) - Labor	10.00		55.49		$ 554.90
Enrique Velazquez - Labor	10.00		55.49		$ 554.90
Israel Robles - Labor			55.49		$ -
Felipe Nunez(Conejo)- Operator	10.00		65.42		$ 654.20
Edgar Beristain - Operator			65.42		$ -
Javier Amaya- Foreman	10.00		93.56		$ 935.60
					$ -
					$ -
					$ -
					$ -
				Total	$ 2,699.60

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
4000 psi concrete		4cy
Manhole - 48" Fiberglass		1

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

Kelly Smith
Signature

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/4/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator		111.56	$ -
CAT 305E Excavator		33.32	$ -
Bobcat T590 Skid Steer	1.00	67.89	$ 67.89
CAT 906M Loader		29.95	$ -
Vermeer VXT300 Vac Truck	7.00	29.57	$ 206.99
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer		21.43	$ -
			$ -
			$ -
		Total	$ 274.88

LABOR

Classification and Name	Hours		Rate		Amount
	Reg.	O.T.	Reg.	O.T.	
Rafael Vicencio (Rocky) - Labor	10.50		55.49		$ 582.65
Enrique Velazquez - Labor	10.50		55.49		$ 582.65
Israel Robles - Labor			55.49		$ -
Felipe Nunez(Conejo)- Operator	4.00		66.42		$ 261.68
Edgar Beristain - Operator			65.42		$ -
Javier Amaya- Foreman	8.50		93.56		$ 795.26
					$ -
					$ -
					$ -
					$ -
				Total	$ 2,222.23

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

Kelly Smith
Signature

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/7/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator		111.56	$ -
CAT 305E Excavator	1.00	33.32	$ 33.32
Bobcat T590 Skid Steer		67.89	$ -
CAT 906M Loader		29.95	$ -
Vermeer VXT300 Vac Truck		29.57	$ -
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer		21.43	$ -
			$ -
			$ -
		Total	$ 33.32

LABOR

Classification and Name	Hours		Rate		Amount
	Reg.	O.T.	Reg.	O.T.	
Rafael Vicencio (Rocky) - Labor			55.49		$ -
Enrique Velazquez - Labor			55.49		$ -
Israel Robles - Labor			55.49		$ -
Felipe Nunez(Conejo)- Operator	1.00		65.42		$ 65.42
Edgar Beristain - Operator			65.42		$ -
Javier Amaya- Foreman	1.00		93.56		$ 93.56
					$ -
					$ -
					$ -
					$ -
				Total	$ 158.98

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

_____
Signature

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/8/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator		111.56	$ -
CAT 305E Excavator	3.00	33.32	$ 99.96
Bobcat T590 Skid Steer		67.89	$ -
CAT 906M Loader	2.00	29.95	$ 59.90
Vermeer VXT300 Vac Truck	4.00	29.57	$ 118.28
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer		21.43	$ -
			$ -
			$ -
		Total	$ 278.14

LABOR

Classification and Name	Hours		Rate		Amount
	Reg.	O.T.	Reg.	O.T.	
Rafael Vicencio (Rocky) - Labor	7.00		55.49		$ 388.43
Enrique Velazquez - Labor			55.49		$ -
Israel Robles - Labor	7.00		55.49		$ 388.43
Felipe Nunez(Conejo)- Operator			65.42		$ -
Edgar Beristain - Operator	10.00		65.42		$ 654.20
Javier Amaya- Foreman	5.50		93.56		$ 514.58
					$ -
					$ -
					$ -
					$ -
				Total	$ 1,945.64

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
#57 Aggregate		5cy
Sanitary Sewer Pipe SDR 6"		30 ft
Sanitary Sewer PVC Fittings 22.5 degree		2
Rubber Sleeve 6"		1

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

_____
Signature

Texas Department of Transportation

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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/9/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator		111.56	$ -
CAT 305E Excavator		33.32	$ -
Bobcat T590 Skid Steer	8.50	67.89	$ 577.07
CAT 906M Loader		29.95	$ -
Vermeer VXT300 Vac Truck		29.57	$ -
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer	8.50	21.43	$ 182.16
			$ -
			$ -
		Total	$ 759.22

LABOR

Classification and Name	Hours Reg.	Hours O.T.	Rate Reg.	Rate O.T.	Amount
Rafael Vicencio (Rocky) - Labor			55.49		$ -
Enrique Velazquez - Labor	9.50		55.49		$ 527.16
Israel Robles - Labor	2.50		55.49		$ 138.73
Felipe Nunez(Conejo)- Operator			65.42		$ -
Edgar Beristain - Operator	9.50		65.42		$ 621.49
Javier Amaya- Foreman			93.56		$ -
					$ -
					$ -
					$ -
					$ -
				Total	$ 1,287.37

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Concrete - Flowable Fill		6cy

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

Kelly Smith
Signature

Texas Department of Transportation
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DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO. _____

County: _____ Project: LUB22311 CSJ: _____ Highway: _____

Date: 10/10/2024 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT

Description	Hrs.	Rate	Amount
CAT 320E Excavator		111.56	$ -
CAT 305E Excavator		33.32	$ -
Bobcat T590 Skid Steer		67.89	$ -
CAT 906M Loader		29.95	$ -
Vermeer VXT300 Vac Truck		29.57	$ -
Husq FS400 Concrete Saw		23.07	$ -
Stihl TS420 Cutoff Saw		23.07	$ -
Wacker Vibratory Rammer		21.43	$ -
			$ -
			$ -
		Total	$ -

LABOR

Classification and Name	Hours		Rate		Amount
	Reg.	O.T.	Reg.	O.T.	
Rafael Vicencio (Rocky) - Labor			55.49		$ -
Enrique Velazquez - Labor			55.49		$ -
Israel Robles - Labor			55.49		$ -
Felipe Nunez(Conejo)- Operator			65.42		$ -
Edgar Beristain - Operator			65.42		$ -
Javier Amaya- Foreman	1.00		93.56		$ 93.56
					$ -
					$ -
					$ -
					$ -
				Total	$ 93.56

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
Concrete 4000 psi		5cy

MH Civil Constructors
Contractor

by _____
Signature and Title

Kelly Smith- Freese and Nichols Inc.
Inspector

_____
Signature

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 7, 2024

Caterpillar 320E L (disc. 2016)
Crawler Mounted Hydraulic Excavators



Size Class:
21.5 - 24.4 mt
Weight:
N/A

Configuration for 320E L (disc. 2016)

Horsepower	153.0 hp	Operating Weight	23.7 mt
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $12,240.00	USD $3,430.00	USD $860.00	USD $130.00	USD $42.01	USD $111.56
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2016: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $12,240.00**	**USD $3,430.00**	**USD $860.00**	**USD $130.00**	**USD $42.01**	**USD $111.56**

Non-Active Use Rates	Hourly
Standby Rate	USD $40.82
Idling Rate	USD $80.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.51%	USD $3,856.53/mo
Overhaul (ownership)	41.31%	USD $5,055.82/mo
CFC (ownership)	16.96%	USD $2,075.77/mo
Indirect (ownership)	10.23%	USD $1,251.88/mo
Fuel (operating) @ USD 3.65	25.26%	USD $10.61/hr

Revised Date: 4th quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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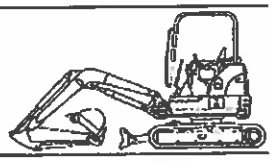
All prices shown in US dollars ($)

Rental Rate Blue Book®

October 7, 2024

Caterpillar 305E CR (disc. 2017)
Crawler Mounted Compact Excavators

Size Class:
4.5 - 5.4 mt
Weight:
10836 lbs



Configuration for 305E CR (disc. 2017)

Horsepower	**40.2 hp**	Operating Weight	**5.42 mt**
Operator Protection	**FOPS/TOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,095.00	USD $865.00	USD $215.00	USD $32.00	USD $15.73	USD $33.32
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,095.00**	**USD $865.00**	**USD $215.00**	**USD $32.00**	**USD $15.73**	**USD $33.32**

Non-Active Use Rates

	Hourly
Standby Rate	USD $11.10
Idling Rate	USD $23.02

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.32%	USD $845.62/mo
Overhaul (ownership)	36.88%	USD $1,141.58/mo
CFC (ownership)	17.86%	USD $552.92/mo
Indirect (ownership)	17.93%	USD $554.88/mo
Fuel (operating) @ USD 3.65	34.52%	USD $5.43/hr

Revised Date: 4th quarter 2024

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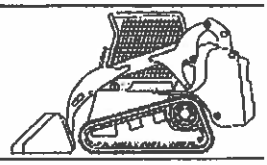
All prices shown in US dollars ($)

Rental Rate Blue Book®

October 7, 2024

Bobcat T590
Compact Track Loaders

Size Class:
1751 - 2200 lbs
Weight:
N/A



Configuration for T590

Horsepower	**66.0 hp**	Operator Protection	**Enclosed**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,230.00	USD $2,025.00	USD $505.00	USD $76.00	USD $26.81	USD $67.89
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,230.00**	**USD $2,025.00**	**USD $505.00**	**USD $76.00**	**USD $26.81**	**USD $67.89**

Non-Active Use Rates	Hourly
Standby Rate	USD $18.54
Idling Rate	USD $50.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	21.22%	USD $1,534.28/mo
Overhaul (ownership)	54.87%	USD $3,967.14/mo
CFC (ownership)	10.74%	USD $776.25/mo
Indirect (ownership)	13.17%	USD $952.33/mo
Fuel (operating) @ USD 3.65	33.27%	USD $8.92/hr

Revised Date: 4th quarter 2024

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 7, 2024

Caterpillar 906M (disc. 2022)
4-Wd Articulated Wheel Loaders

Size Class:
60 - 69 hp
Weight:
N/A



Configuration for 906M (disc. 2022)

Horsepower	69.0 hp	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,855.00	USD $800.00	USD $200.00	USD $30.00	USD $13.73	USD $29.95
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,855.00**	**USD $800.00**	**USD $200.00**	**USD $30.00**	**USD $13.73**	**USD $29.95**

Non-Active Use Rates

	Hourly
Standby Rate	USD $11.00
Idling Rate	USD $21.10

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39.46%	USD $1,126.63/mo
Overhaul (ownership)	32.17%	USD $918.41/mo
CFC (ownership)	17.73%	USD $506.22/mo
Indirect (ownership)	10.64%	USD $303.74/mo
Fuel (operating) @ USD 3.65	35.54%	USD $4.88/hr

Revised Date: 4th quarter 2024

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Rental Rate Blue Book®

October 7, 2024

Ditch Witch FXT50
Vacuum Trucks

Size Class:
All
Weight:
N/A

Configuration for FXT50

Power Mode	Diesel	Water Tank Capacity	400 gal
Spoils Tank Capacity	800 gal	Carrier Power Mode	Diesel
Carrier Horsepower	49 hp	Carrier Gvwr	33000 lbs
System Air Flow	500 cu ft/min	Maximum Flow	5.1 gal/min

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,880.00	USD $805.00	USD $200.00	USD $30.00	USD $13.21	USD $29.57
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,880.00**	**USD $805.00**	**USD $200.00**	**USD $30.00**	**USD $13.21**	**USD $29.57**

Non-Active Use Rates	Hourly
Standby Rate	USD $10.09
Idling Rate	USD $20.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37.53%	USD $1,080.97/mo
Overhaul (ownership)	38.35%	USD $1,104.56/mo
CFC (ownership)	9.93%	USD $286.11/mo
Indirect (ownership)	14.18%	USD $408.36/mo
Fuel (operating) @ USD 3.65	33.16%	USD $4.38/hr

Revised Date: 4th quarter 2024

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Rental Rate Blue Book®

October 7, 2024

Miscellaneous 8-20SM
Concrete Saws

Size Class:
To 10 hp
Weight:
N/A

Configuration for 8-20SM

Horsepower	12.0	Maximum Cutting Depth	8.0 in
Power Mode	Gasoline	Type	Stone & Masonry

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,940.00	USD $825.00	USD $205.00	USD $31.00	USD $6.37	USD $23.07
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,940.00**	**USD $825.00**	**USD $205.00**	**USD $31.00**	**USD $6.37**	**USD $23.07**

Non-Active Use Rates

	Hourly
Standby Rate	USD $4.08
Idling Rate	USD $19.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	11.98%	USD $352.19/mo
Overhaul (ownership)	75.6%	USD $2,222.70/mo
CFC (ownership)	5.59%	USD $164.29/mo
Indirect (ownership)	6.83%	USD $200.82/mo
Fuel (operating) @ USD 3.31	48.67%	USD $3.10/hr

Revised Date: 4th quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (john.rinacke@freese.com)

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

AED Green Book®

October 7, 2024

Stihl TS 420 CUT-OFF SAW (disc. 2014)
Cut-Off Saws

Size Class:
All
Weight:
N/A



Configuration for TS 420 CUT-OFF SAW (disc. 2014)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	USD $741.00	USD $270.00	USD $81.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	**USD $741.00**	**USD $270.00**	**USD $81.00**

Date Last Updated: Jun 01, 2024

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

October 7, 2024

Wacker Neuson BS50-2
Hand Held Rammers

Size Class:
All
Weight:
N/A



Configuration for BS50-2

Horsepower	2.3 hp	Pounds Per Blow	3597 lbs
Power Mode	Gasoline	Shoe Size	9.8 x 13.4 in

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,940.00	USD $825.00	USD $205.00	USD $31.00	USD $4.73	USD $21.43
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,940.00**	**USD $825.00**	**USD $205.00**	**USD $31.00**	**USD $4.73**	**USD $21.43**

Non-Active Use Rates	Hourly
Standby Rate	USD $2.46
Idling Rate	USD $17.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	7.26%	USD $213.54/mo
Overhaul (ownership)	85.24%	USD $2,506.16/mo
CFC (ownership)	2.87%	USD $84.39/mo
Indirect (ownership)	4.62%	USD $135.90/mo
Fuel (operating) @ USD 3.31	14.59%	USD $0.69/hr

Revised Date: 4th quarter 2024

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PBMaterials
DBA WALLACH CONCRETE Inc &
CROCKETT COUNTY MINING Ltd

MH CIVIL CONSTRUCTORS
PO BOX 15623
AMARILLO, TX 79105-5623

JAVIER
2ND PLACE & HARTFORD
2ND PLACE & HARTFORD
LUBBOCK, TX 79404

CUSTOMER	INVOICE	DATE	TERMS
60143	525669	10/03/2024	NET SAME DAY NEXT MONTH

PRODUCT #	PRODUCT DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
	PO#: 2024-02				
Ticket Number 215-278477		10/03/2024			
G4020A45WG	4000 PSI W/ ASH/AIR	4.00	CY	160.00	640.00
MACMTRX3	FIBER MACRO 3.0 LBS / CY	4.00	CY	18.00	72.00
SL	SHORT LOAD	1.00	LD	120.00	120.00
FUEL	FUEL SURCHARGE	1.00	LD	20.00	20.00
	TOTAL YARDS:	4.00			
	JOB TAX				70.29
	JOB TOTAL				922.29

TAXABLE AMOUNT	852.00
EXEMPT AMOUNT	0.00
SALES TAX	70.29
INVOICE TOTAL	922.29

Permian Basin Materials
4044 Penbrook, Ste. 100
Odessa, TX. 79762
www.pb-materials.com
Phone: 844-266-6244 Fax: 432-563-8037

PBMaterials
DBA WALLACH CONCRETE Inc &
CROCKETT COUNTY MINING Ltd

Ticket Number
278477

Customer #	P.O. Number	Job Number	Order Number
60143	2024-02	JOB	533229

Sold To
MH CIVIL CONSTRUCTORS

Shipped To
2ND PLACE & HARTFORD
2ND PLACE & HARTFORD
LUBBOCK

Slump Placed	☐ Estimate ☐ Actual	Leave Plant	913
Load Tested	☐ Yes ☐ No	Arrive Job	926
Tested By		Finish Pouring	936
Cylinders Taken	☐ Yes ☐ No	Leave Job	
Water added at customer request		Arrive Plant	

Special Instructions
<UNKNOWN>

Delivery Instructions

Zone	Time	Date	Driver
	9:04 AM	10/03/2024	3134

Quantity This Load	Quantity Ordered	Quantity Delivered	Product Code	Product Description	Unit of Measure	Unit Price	Extended Price
4.00	4.00	4.00	G4020A45W	G 4000 PSI W/ ASH/AIR	yd		
4.00	1.00	4.00	MACMTRX3	FIBER MACRO 3.0 LBS / CY	CY		
1.00	1.00	1.00	FUEL	FUEL SURCHARGE	LD		
1.00	1.00	1.00	SL	SHORT LOAD	LD		

Truck	Plant	Slump	Due at Job	Use Of Concrete
3130	215	5.00	9:27 AM	<UNKNOWN>

Sub Total	
Tax	
Total	
Grand Total	

WARNING: Contains Portland Cement. Potential Injurious to Eyes: Can cause skin irritation and burns. Read warnings on back of ticket for more information.

By the execution hereof, the Customer above named agrees to the Standard Terms and Conditions of Sale of PB...., including, but not limited to the agreement hereby, by Customer:

a) to pay the amount of the ticket, without offset or credit, within 30 days of the date of the ticket at ...., Odessa, Ect
b) the subject account will accrue interest from the date of the delivery of materials at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less;
c) PB.. is entitled to contact the contractor and/or owner on this project and require a joint check payable to both Customer and PB....;
d) in the event of a claim by Customer, and/or its customer, as against PB .., in no event is PB.. liable for additional or consequential damages and the maximum claim, and recovery, is the amount actually paid to PM for the subject
e) that it is not relying upon PB.. to design the proper materials for the subject job and that PB sole warranty is that the materials are provided in accordance with any written specifications of Customer; and
f) there are NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION except as herein specifically articulated.

Caution: All mixes are designed for a specific slump workability. All water is recorded at the batch plant to ensure quality. Addition of water at the job site can cause reduction of strength and durability. If a mix with increased workability is desired contact your sales representative.

Notice: Limitation of Liability: In no event shall PBM be liable for damages of any kind whatsoever, including, but not limited to, damages arising out of acts of PBM's own negligence, for any concrete removed, replaced, or deemed faulty by customer without (1) PBM's written approval and (2) PBM's opportunity to examine, test, or sample the concrete prior to removal or replacement.

Signature: _____

1841038

PB150

PBMaterials
DBA WALLACH CONCRETE Inc &
CROCKETT COUNTY MINING Ltd

MH CIVIL CONSTRUCTORS
PO BOX 15623
AMARILLO, TX 79105-5623

JAVIER
2ND PLACE & HARTFORD
2ND PLACE & HARTFORD
LUBBOCK, TX 79404

CUSTOMER	INVOICE	DATE	TERMS
60143	526362	10/09/2024	NET SAME DAY NEXT MONTH

PRODUCT #	PRODUCT DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
	PO#: 2024-02				
Ticket Number 215-282430		10/09/2024			
2SKFF215	2 SACK FLOW FILL	6.00	CY	125.00	750.00
FUEL	FUEL SURCHARGE	1.00	LD	20.00	20.00
	TOTAL YARDS:	6.00			
	JOB TAX				63.53
	JOB TOTAL				833.53

TAXABLE AMOUNT	770.00
EXEMPT AMOUNT	0.00
SALES TAX	63.53
INVOICE TOTAL	833.53

Permian Basin Materials
4044 Penbrook, Ste. 100
Odessa, TX. 79762
www.pb-materials.com
Phone: 844-266-6244 Fax: 432-563-8037

PBMaterials
DBA WALLACH CONCRETE Inc & CROCKETT COUNTY MINING Ltd

Ticket Number
282430

Customer #	P.O. Number	Job Number
60143	2024-02	000096 534223

Sold To	Shipped To	Order Number
MH CIVIL CONSTRUCTORS	2ND PLACE & HARTFORD 2ND PLACE & HARTFORD LUBBOCK	

Slump Placed ☐ Estimate ☐ Actual	Leave Plant 1000	Special Instructions <UNKNOWN>	
Load Tested ☐ Yes ☐ No	Arrive Job 1009		
Tested By	Finish Pouring 1025	Delivery Instructions	
Cylinders Taken ☐ Yes ☐ No	Leave Job 1036		
Water added at customer request	Arrive Plant 1047		
Zone	Time 9:49 AM	Date 10/09/2024	Driver 3134

Quantity This Load	Quantity Ordered	Quantity Delivered	Product Code	Product Description	Unit of Measure	Unit Price	Extended Price
6.00	6.00	6.00	2SKFF215	2 SACK FLOW FILL	yd		
1.00	1.00	1.00	FUEL	FUEL SURCHARGE	LD		

Truck	Plant	Slump	Due at Job	Use Of Concrete		
3130	215	8.00	10:11 AM	<UNKNOWN>	Sub Total	
					Tax	
					Total	
					Grand Total	

WARNING: Contains Portland Cement. Potential Injurious to Eyes: Can cause skin irritation and burns. Read warnings on back of ticket for more information.

By the execution hereof, the Customer above named agrees to the Standard Terms and Conditions of Sale of PB...., including, but not limited to the agreement hereby, by Customer:

a) to pay the amount of the ticket, without offset or credit, within 30 days of the date of the ticket at ...., Odessa, Ect
b) the subject account will accrue interest from the date of the delivery of materials at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less;
c) .PB... is entitled to contact the contractor and/or owner on this project and require a joint check payable to both Customer and PB...;
d) In the event of a claim by Customer, and/or its customer, as against PB..., in no event is PB... liable for additional or consequential damages and the maximum claim, and recovery, is the amount actually paid to PM for the subject
e) that it is not relying upon PB... to design the proper materials for the subject job and that PB sole warranty is that the materials are provided in accordance with any written specifications of Customer; and
f) there are NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION except as herein specifically articulated.

Caution: All mixes are designed for a specific slump workability. All water is recorded at the batch plant to ensure quality. Addition of water at the job site can cause reduction of strength and durability. If a mix with increased workability is desired contact your sales representative.

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Signature: _____ 1841619

PB150

PBMaterials
DBA WALLACH CONCRETE Inc &
CROCKETT COUNTY MINING Ltd

MH CIVIL CONSTRUCTORS
PO BOX 15623
AMARILLO, TX 79105-5623

JAVIER
2ND PLACE & HARTFORD
INDIANA & ERSKINE
LUBBOCK, TX 79404

CUSTOMER	INVOICE	DATE	TERMS
60143	526865	10/11/2024	NET SAME DAY NEXT MONTH

PRODUCT #	PRODUCT DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
	PO#: 2024-02				
Ticket Number 215-284762		10/11/2024			
G4020A45WG	4000 PSI W/ ASH/AIR	10.00	CY	160.00	1600.00
MACMTRX3	FIBER MACRO 3.0 LBS / CY	10.00	CY	18.00	180.00
FUEL	FUEL SURCHARGE	1.00	LD	20.00	20.00
	TOTAL YARDS:	10.00			
	JOB TAX				148.50
	JOB TOTAL				1948.50

TAXABLE AMOUNT	1,800.00
EXEMPT AMOUNT	0.00
SALES TAX	148.50
INVOICE TOTAL	1,948.50

Permian Basin Materials
4044 Penbrook, Ste. 100
Odessa, TX. 79762
www.pb-materials.com
Phone: 844-266-6244 Fax: 432-563-8037

PBMaterials
DBA WALLACH CONCRETE Inc & CROCKETT COUNTY MINING Ltd

Ticket Number
284762

Customer #	P.O. Number	Job Number
60143	2024-02	000096

Sold To	Shipped To	Order Number
MH CIVIL CONSTRUCTORS	2ND PLACE & HARTFORD INDIANA & ERSKINE LUBBOCK	534679

Slump Placed ☐ Estimate ☐ Actual		Leave Plant	
Load Tested ☐ Yes ☐ No		Arrive Job	
Tested By		Finish Pouring	
Cylinders Taken ☐ Yes ☐ No		Leave Job	
Water added at customer request		Arrive Plant	

Special Instructions: <UNKNOWN>

Delivery Instructions:

Zone	Time	Date	Driver
	9:53 AM	10/11/2024	1002

Quantity This Load	Quantity Ordered	Quantity Delivered	Product Code	Product Description	Unit of Measure	Unit Price	Extended Price
10.00	10.00	10.00	G4020A45WG	4000 PSI W/ ASH/AIR	yd		
10.00	1.00	10.00	MACMTRX3	FIBER MACRO 3.0 LBS / CY	CY		
1.00	1.00	1.00	FUEL	FUEL SURCHARGE	LD		

Truck	Plant	Slump	Due at Job	Use Of Concrete
3160	215	5.00	10:16 AM	<UNKNOWN>

Sub Total	
Tax	
Total	
Grand Total	

WARNING: Contains Portland Cement. Potential Injurious to Eyes: Can cause skin irritation and burns. Read warnings on back of ticket for more information.

By the execution hereof, the Customer above named agrees to the Standard Terms and Conditions of Sale of PB..., including, but not limited to the agreement hereby, by Customer:

a) to pay the amount of the ticket, without offset or credit, within 30 days of the date of the ticket at ..., Odessa, Ect
b) the subject account will accrue interest from the date of the delivery of materials at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less;
c) PB... is entitled to contact the contractor and/or owner on this project and require a joint check payable to both Customer and PB...;
d) in the event of a claim by Customer, and/or its customer, as against PB..., in no event is PB... liable for additional or consequential damages and the maximum claim, and recovery, is the amount actually paid to PM for the subject
e) that it is not relying upon PB... to design the proper materials for the subject job and that PB sole warranty is that the materials are provided in accordance with any written specifications of Customer; and
f) there are NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION except as herein specifically articulated.

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Signature: _____

1841298

PB150

INVOICE

BenMark Supply Company Inc.
Branch: 06 Abilene

PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3403271	
Invoice Date	Page
09/25/2024 16:28:54	1 of 2
ORDER NUMBER	
1458220	

Bill To:

MH Civil Constructors, Inc.
PO Box 15623
Amarillo, TX 79105-5623

Ship To:

MH Civil Constructors, Inc.
621 SW Sixth Ave
Amarillo, TX 79101

Customer ID: 101786

PO Number	*Term Description*	*Net Due Date*	*Disc Due Date*	*Discount Amount*
Blue Sky Additional Sewer	Net 30	10/25/2024	10/25/2024	0.00

Order Date	*Pick Ticket No*	*Job Name*	*Taker*
09/20/2024 15:56:58	2406396		GARRETTS

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
Carrier:					*Tracking #:*			
1	1	0 EA	1.0		FMH-140 14ft Fiberglass Manhole Open Bottom	EA 1.0000	8,000.0000	8,000.00
5	5	0 EA	1.0		G626 6 SDR35 Coupling less/ Stop GxG	EA 1.0000	46.2070	231.04
70	70	0 FT	1.0		SDR35-060G-14 6 x 14 SDR35 Sewer Pipe OR	FT 1.0000	6.4064	448.45
1	1	0 EA	1.0		QS-6 6 SDR35 Quick Seal Adapter	EA 1.0000	165.2200	165.22
1	1	0 EA	1.0		G1706 6 SDR35 1/16 Bend 22.5 GxG	EA 1.0000	36.8480	36.85

ORIGINAL

INVOICE

BenMark Supply Company Inc.
Branch: 06 Abilene

PO Box 198
Midland, TX 79702

432-682-6584

INVOICE	
3403271	
Invoice Date	Page
09/25/2024 16:28:54	2 of 2
ORDER NUMBER	
1458220	

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM Unit Size*	*Disp.*				

Shipment Accepted By:

Total Lines: 5

SUB-TOTAL:	8,881.56
TAX:	0.00
AMOUNT DUE:	**8,881.56**

ORIGINAL

CP-001.2

12” Asbestos Concrete Line conflict

MH CIVIL

CHANGE ORDER

October 17, 2024

Freese and Nichols
1500 Broadway St
Suite 206
Lubbock, Texas 79401

Attn: Kelly Smith

Re: Proposed Change Order No. 3

Kelly,

MH Civil Constructors, Inc. has evaluated your request for pricing for the subject Proposed CO. Please see below and the attached this PCO which includes costs to MH for **re-routing the proposed 30" storm line in conflict with the existing 12" AC Pipe.** MH has provided a scope breakdown of inclusions and exclusions following this page.

MH would like to propose an increase in contract time of **30 calendar days** for the subject Proposed CO.

In accordance with Specification – Section 01 26 00 – Change Management – 1.02 Change Proposals, MH would like to propose a **Lump Sum price of $33,438.37.**

This proposal represents the associated fees for the specified scope of work included. If unknowns not detailed in this Proposed CO are discovered and additional work is required because of this change order due to circumstances outside of MH's control, this will be discussed and addressed under a separate cover.

Should you have any questions or need additional information, please let me know.

Respectfully yours,

MH CIVIL CONSTRUCTORS, INC.

Jonathan Dimas
Project Engineer

cc: Raul Hernandez

MH CIVIL

GENERAL SCOPE OF WORK PROPOSED BY MH CIVIL CONSTRUCTORS, INC.:

Specifications & Assumptions:

- All work assumes the use of existing MH equipment onsite for the current work under contract. Delay in work will cause additional mobilization costs of equipment and labor.
- If asbestos cement pipe removal is required, the cost will be $177 per linear foot, measured along the pipe's centerline.
- **Intact asbestos-cement pipe is considered nonregulated asbestos containing material (non-RACM) that could be disposed of at any MSW Type I, Type IAE, Type IV, or Type IVAE Landfill if allowed by the individual MSW permit.**
- The CAT 349E Excavator has a tail swing radius of 12.3 feet. To safely perform the work without altering the current traffic control methods, a 14-foot buffer from the east side of the turning lane is required.

Inclusions:

- Administration
- Survey & Layout
- Hydro Excavation of Existing Utilities
- Installation of Bends for Redirecting the Stormwater Line
- Field Office Costs, Home Office Costs, Materials, Equipment, Labor, Consumables, Bonds, Insurance, Overhead & Profit

Exclusions:

- Any additional quantities of asphalt repair to be billed as a quantity overrun of bid item 1-14
- Any additional quantities of concrete flatwork repair to be billed as a quantity overrun of bid item 1-32
- Items not addressed in RFI 12 (unknown encounters).
- Air monitoring or third-party asbestos consulting.
- Texas Asbestos Supervisor Certification

Proposed CO 3
Conflict with Existing 12" AC Line

MH CIVIL CONSTRUCTORS, INC.

LABOR

Classification	Unbur. Base Rate	FICA & Medi.	FUTA	SUTA	WC	GL	IRA & PS Plan	Holiday	Vacation	Consum.	Health	Admin	Group Life	Reg. Rate	OT Rate	Reg Hours	OT Hours	Suggested Billing Rate
		7.65%	0.60%	1.76%	6.70%	2.78%	12.50%	6.00%	6.00%	9.50%	6.44%	5.6%						
Labor - Gravity	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	100		$ 5,548.63
Labor - Survey	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	20		$ 1,109.73
Labor - SUE	33.46	2.56	0.20	0.59	2.24	0.93	4.18	2.01	2.01	3.18	2.15	1.87	0.10	55.49	77.04	80		$ 4,438.91
Skilled Trade - Gravity	36.46	2.79	0.22	0.64	2.44	1.01	4.56	2.19	2.19	3.46	2.35	2.04	0.10	60.45	83.94	110		$ 6,649.75
Heavy Equipment Operator - SUE	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	20		$ 1,308.36
Heavy Equipment Operator	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	40		$ 2,616.73
Surveyor	39.46	3.02	0.24	0.69	2.64	1.10	4.93	2.37	2.37	3.75	2.54	2.21	0.10	65.42	90.85	20		$ 1,308.36
Field Supervisor	56.46	4.32	0.34	0.99	3.78	1.57	7.06	3.39	3.39	5.36	3.64	3.16	0.10	93.56	129.99	20		$ 1,871.16
Superintendent	59.46	4.55	0.36	1.05	3.98	1.65	7.43	3.57	3.57	5.65	3.83	3.33	0.10	98.52	136.90	20		$ 1,970.48
																430	0	$ 26,822.11

Reg. Rate * Hours = Billing Rate
$55.49 * 64 = $3,551.36
$55.49 * 4 = $221.96
$55.49 * 6 = $332.94
$60.45 * 64 = $3,868.80
$65.41 * 6 = $392.52
$65.42 * 32 = $2,093.44
$65.42 * 4 = $261.68
$93.56 * 4 = $374.24
$98.52 * 4 = $394.08
Total LABOR: $11,491.02

		Long Term Teams			Short Term			
PER DIEM	Days for this work	Monthly	Working Days per month	Daily Per Diem or Rent	Fuel / Mileage	Hotel	Food	Total Travel & Subsistence
Lodging Rental #1		$ 1,650	22	$ 75.00				$ -
Lodging Rental #2		$ 1,650	22	$ 75.00				$ -
Lodging Rental #3		$ 1,650	22	$ 75.00				$ -
Labor - Gravity				$ 40				$ -
Labor - Survey				$ 40				$ -
Skilled Trade - Gravity				$ 40				$ -
Hauler / Driver				$ 40				$ -
Heavy Equipment Operator				$ 40				$ -
Surveyor				$ 40				$ -
Field Supervisor				$ 40				$ -
Superintendent				$ 40				$ -
								$ -

EQUIPMENT

Description	Hourly Rate	Hours On-Site	Daily Rate	Days On-Site	Weekly Rate	Weeks On-Site	Monthly Rate	Months On-Site			Delivery / PU		Delivery / PU Quant.	Extended Cost
CAT 349E Excavator	$ 180.97		$ 1,380.39		$ 5,521.56	1	~~$ 19,717.06~~							$ 5,521.56
Survey Equipment	$ 15.00	~~20~~												~~$ 300.00~~
Trench Boxes					$ 3,333	1								$ 3,333.33
Hydro Vac Truck			~~$ 650.00~~	~~2~~										~~$ 1,300.00~~
														$ -
														$ -
														$ 10,454.89

4 hours

$200 per day for one day

$5,521.56
$60
$3,333.33
$200 [1]
Total EQUIPMENT: $9,114.89

VENDOR (SUBCONTRACTORS, SUPPLIERS)

Description	Quantity	Unit		Unit Cost	Extended Cost
Office trailer	~~1~~	~~WEEK~~		~~$2,165.00~~	$ ~~2,165.00~~
Pipe fittings	1	LS		$10,693.72	$ 10,693.72
Traffic control	~~1~~	~~WEEK~~		~~$1,000.00~~	$ ~~1,000.00~~
					$ -
					$ -
					$ 13,858.72

Direct Cost of Labor: $11,491.02
Direct cost of Equipment: $9,114.89
Direct Cost of Vendors* 20% profit per spec: $12,832.46
REVISED TOTAL: **$33,438.37**

	TOTAL
Direct Cost of Labor	$ ~~26,822.11~~
Direct Cost of Per Diem	$ -
Direct Cost of Equipment	$ ~~10,454.89~~
Direct Cost of Vendors	$ ~~13,058.72~~
~~Contractor's Fee~~	$ ~~10,227.15~~
~~Subtotal~~	$ ~~61,382.87~~
~~Direct Cost of Bond~~	$ ~~1,840.89~~
TOTAL	$ ~~63,203.76~~

BENMARK
SUPPLY COMPANY INC

Date: 9/9/2024
Terms: Net 30

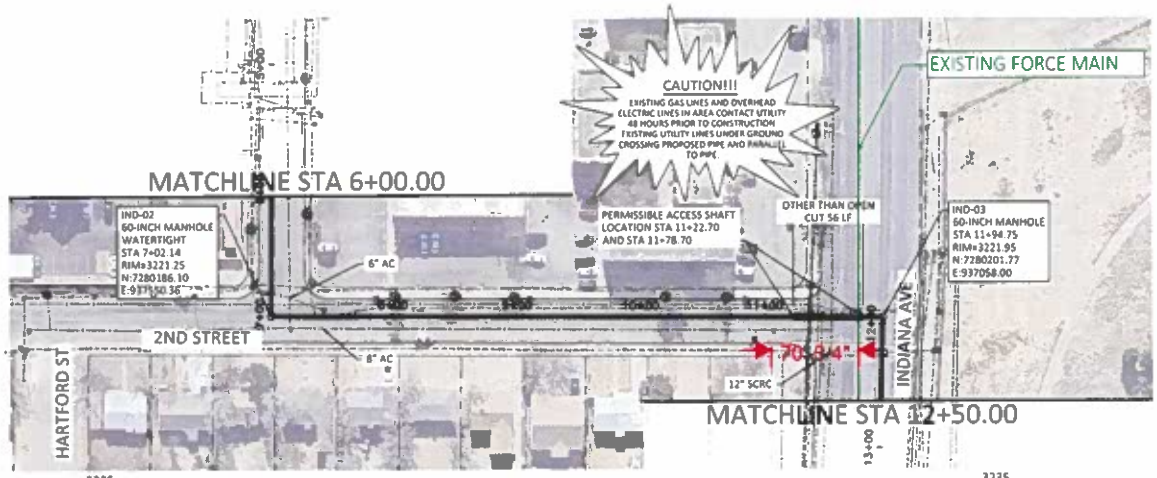
To: MH Civil
Quoted By: Shae Garrett
Lubbock Blue Sky Lateral Additional Bends
Lubbock, TX

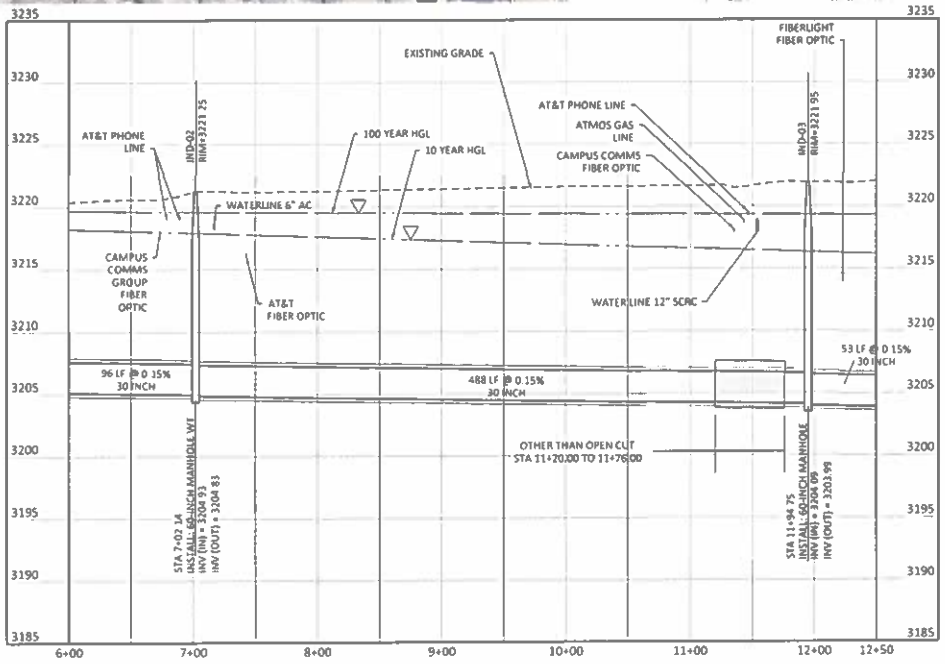
7 FT sections of pipe

2 ~~4~~ ~~3~~ ea	3000ANP Custom 30" Sanitite Bend	$1,088.06 ea	$2,176.12 ~~$4,352.24~~ ~~$3,264.17~~	$8,517.60
4 ~~6~~ ~~8~~ ea	3097AN30BP 30" Sanitite 48 B/S	$2,129.40 ea	~~$17,035.20~~ ~~$12,776.40~~	
~~60 ft~~	~~30" HP Sanitite~~	~~$64.07 ea~~	~~$3,844.20~~	

45 degree bends

TOTAL- ~~$24,143.57~~ ~~$17,128.64~~ **$10,693.72**





NOTES (TYPICAL PLAN & PROFILE)

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09/12/2023

Freese and Nichols
1500 Broadway Street
Suite 1400
Lubbock, Texas 79401
Phone (806) 686-7700
Web www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE
LINE IND (2 OF 7)

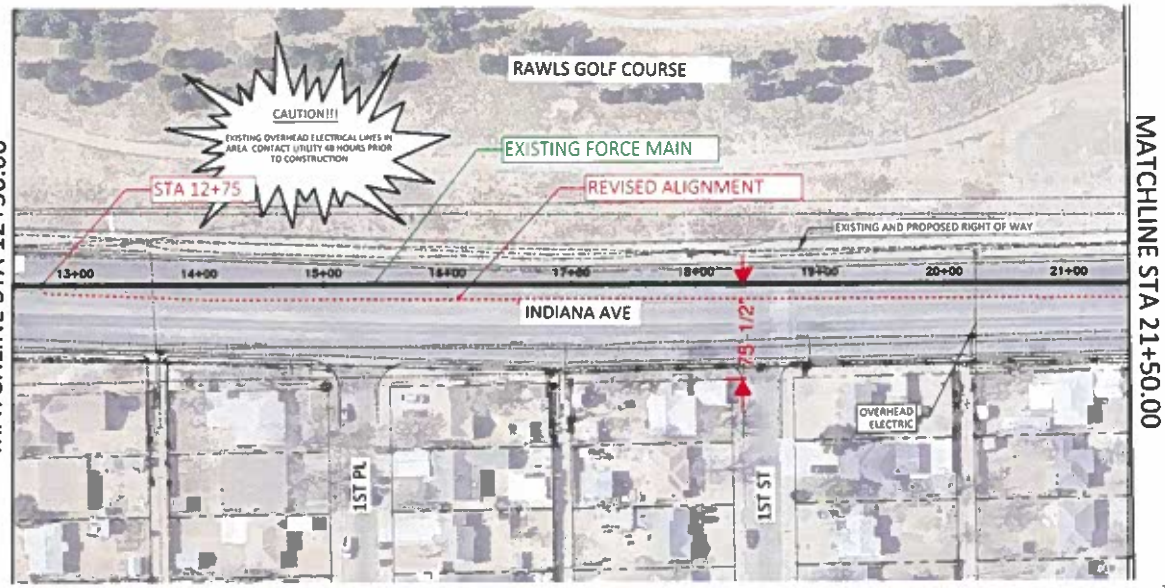
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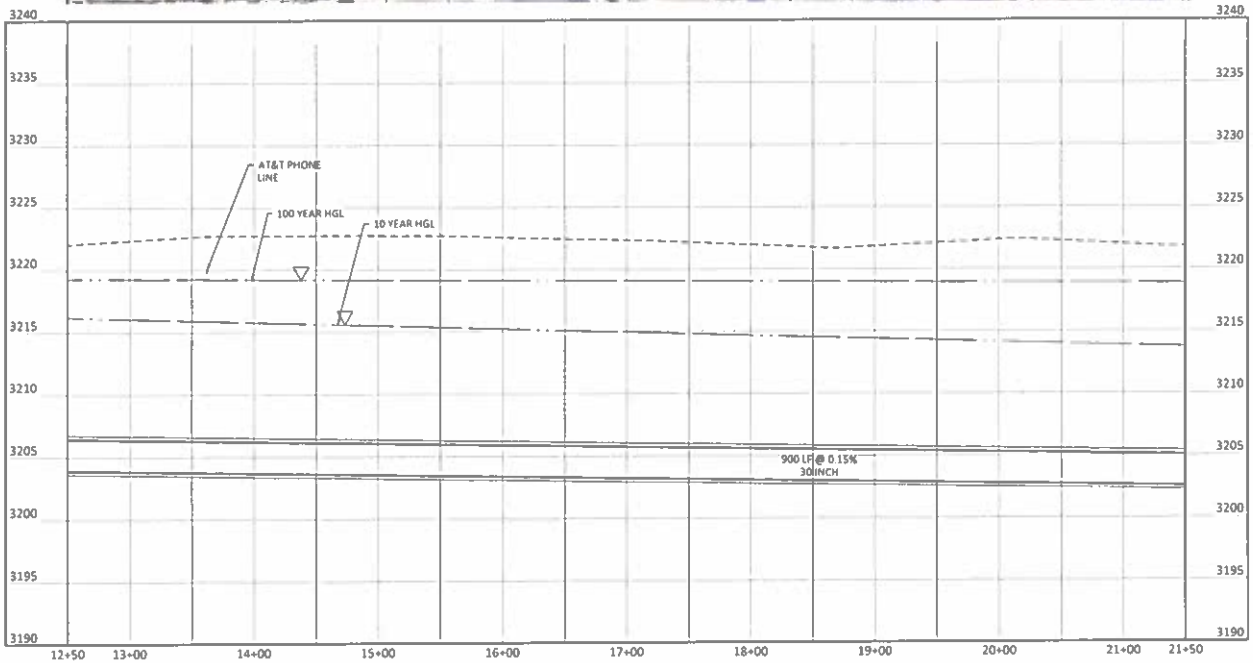
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DESIGNED MRS
DRAWN MRS
CHECKED MRS
PROJECT MGR MRS
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NOTES [TYPICAL- PLAN & PROFILE]

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HORIZONTAL

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SCALE IN FEET
VERTICAL

09/12/2023

Texas Registered Engineering Firm F-1344

Freese and Nichols, Inc.
1500 Broadway Street
Suite 200
Lubbock, Texas 79401
Phone: (806) 686-2700
Web: www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE
LINE IND (3 OF 7)

NO	REVISION	BY	DATE
1			

DESIGNED: MRK
DRAWN: MRK
CHECKED: MRK
DATE: 09/12/2023
FNI No. LU022311

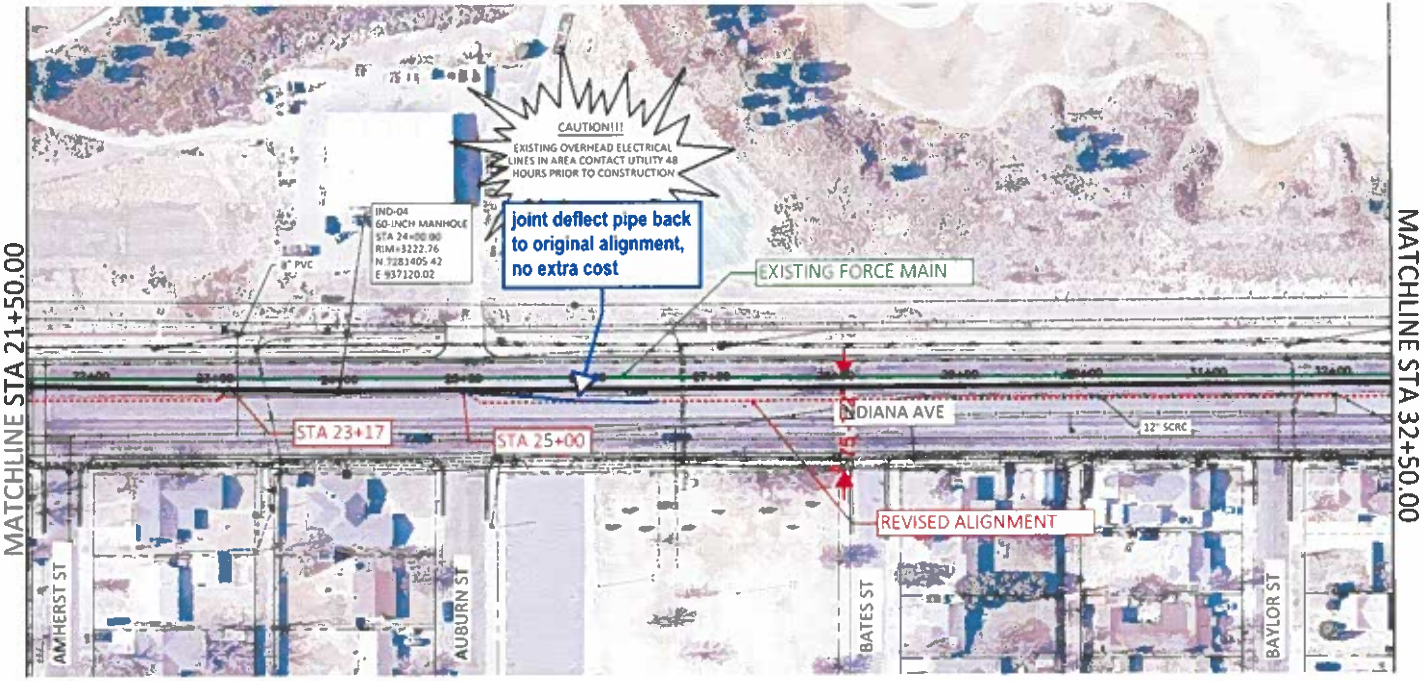
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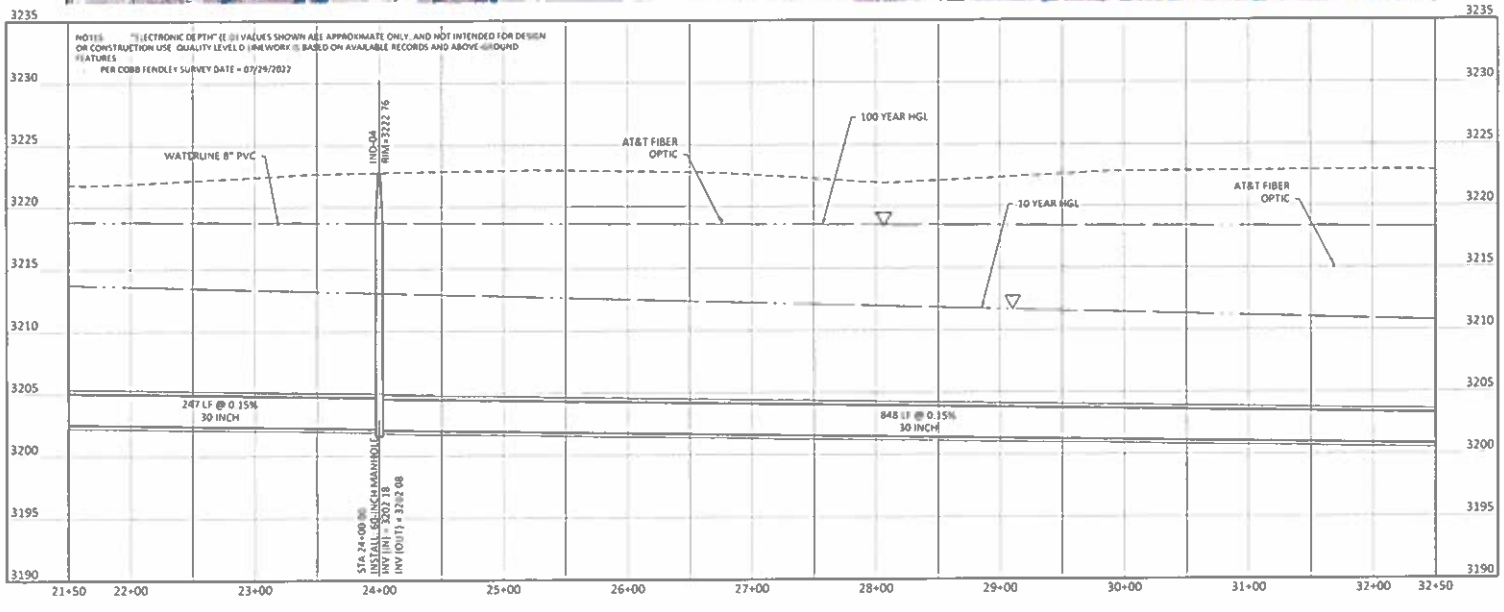
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09/12/2023

FREESE NICHOLS
1500 Broadway Street
Suite 1400
Lubbock, Texas 79401
Phone: (806) 686-2900
Web: www.freese.com

CITY OF LUBBOCK
DESIGN OF BLUE SKY LATERAL
CIVIL
STORM DRAIN PLAN AND PROFILE
LINE IND (4 OF 7)

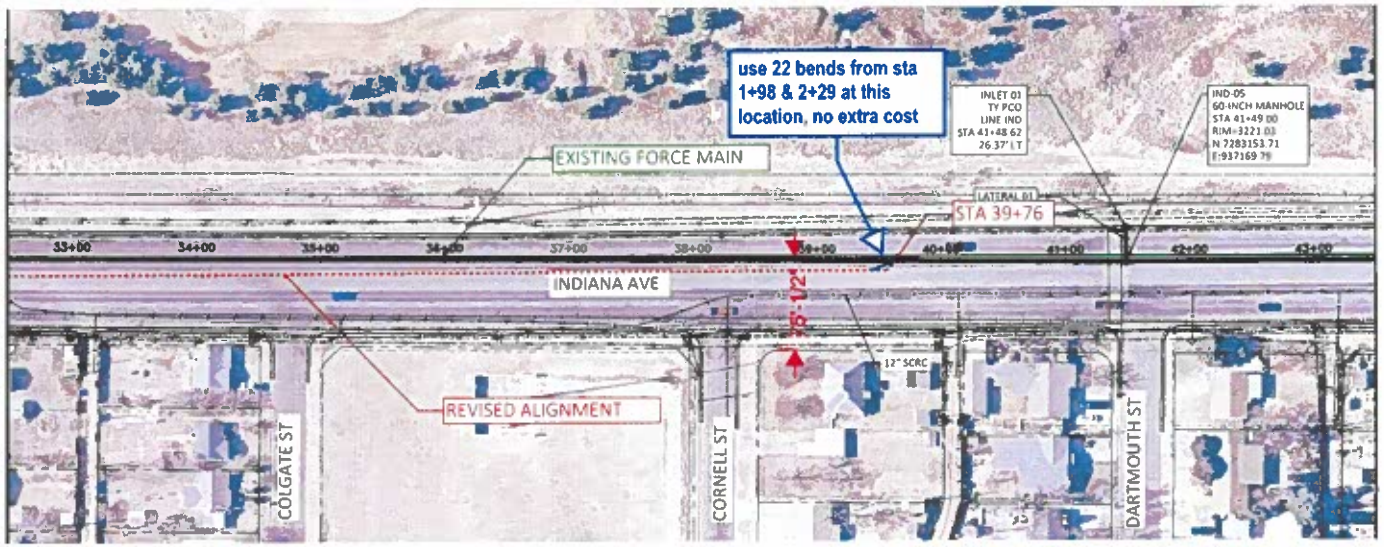
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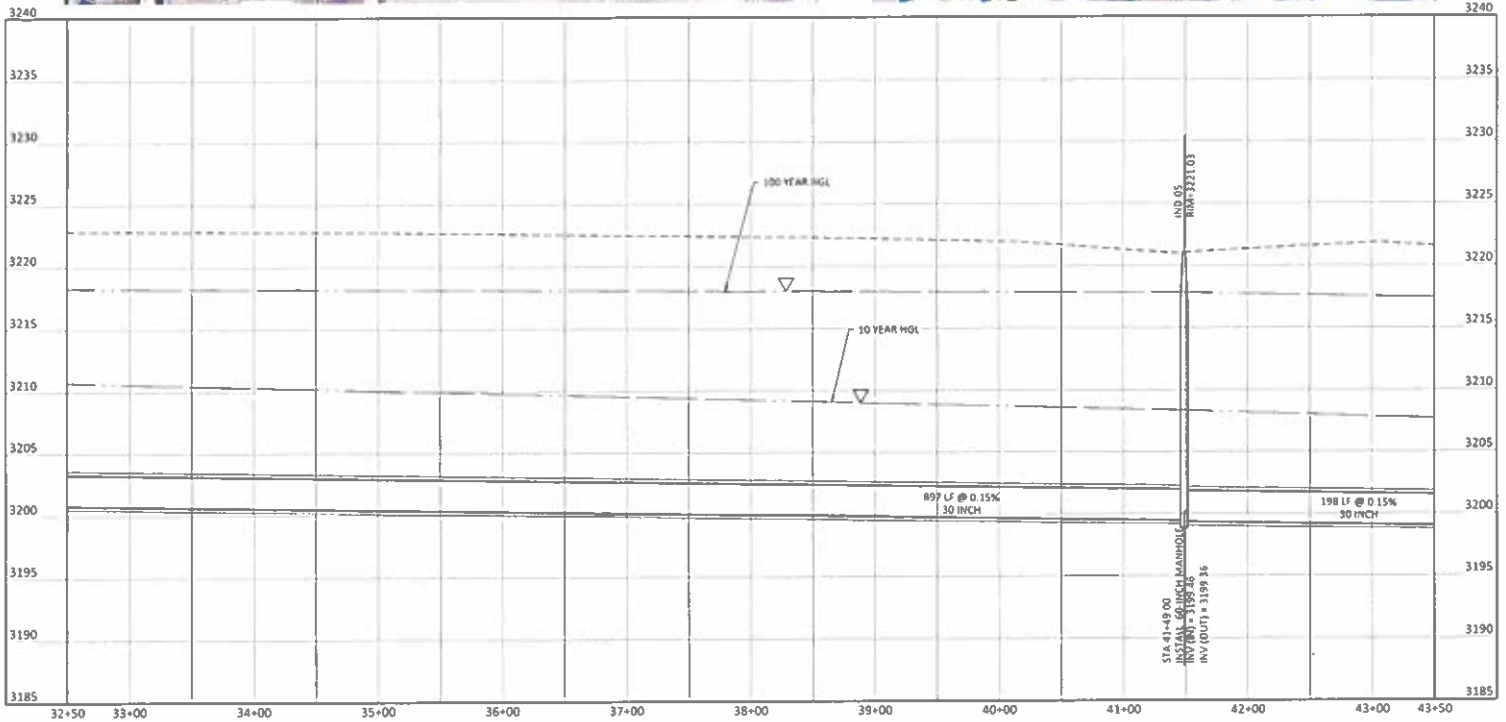
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CHECKED: MRK
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JOB NO: LUB23111
PROJECT MANAGER: MRK
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0 50' 100'
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HORIZONTAL

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SCALE IN FEET
VERTICAL

09/12/2023

FREESE NICHOLS
1500 Broadway Street
Suite 500
Lubbock, Texas 79401
Phone: (806) 686-2700
Web: www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE
LINE IND (5 OF 7)

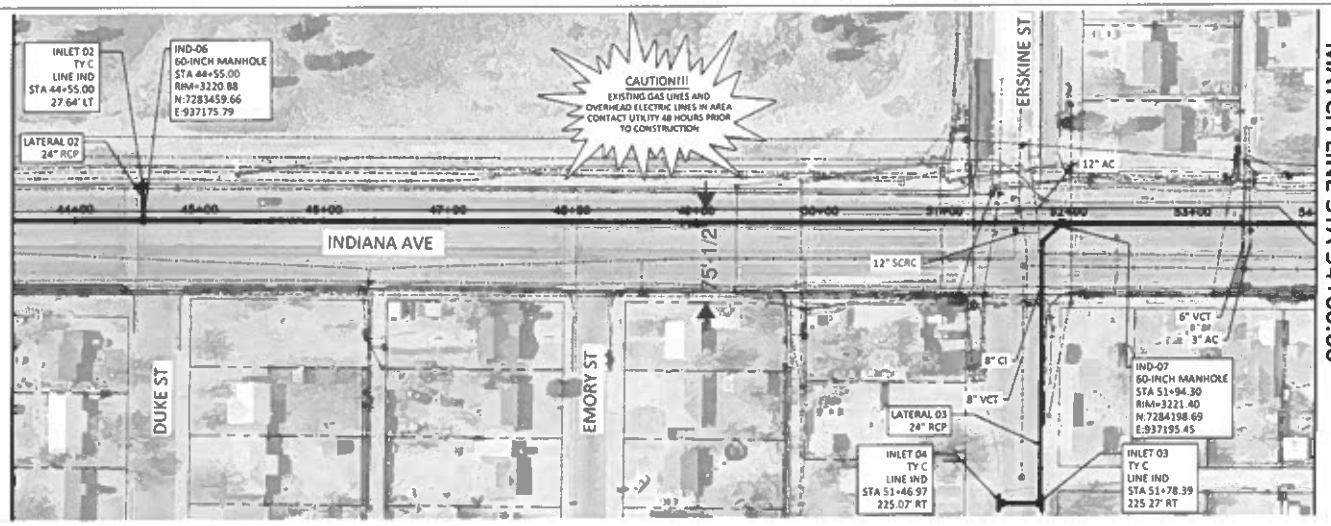
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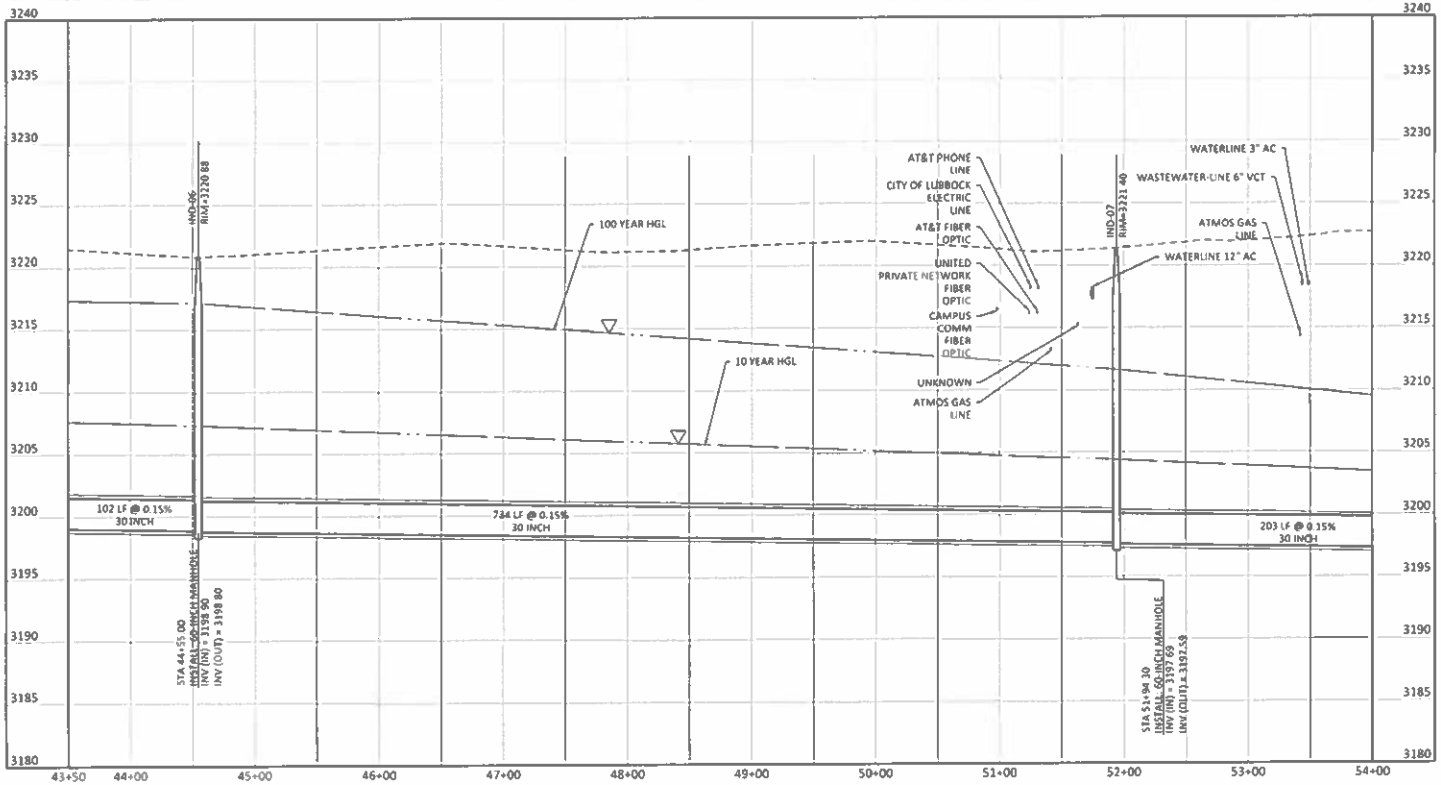
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DESIGNED: MRS
DRAWN: MRS
CHECKED: MRS
APPROVED: MRE
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NOTES (TYPICAL - PLAN & PROFILE)

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HORIZONTAL

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

09/12/2023

FREESE NICHOLS
3500 Broadway Street
Suite 208
Lubbock, Texas 79415
Phone: 806-412-3450
Web: www.freese.com

CITY OF LUBBOCK
DESIGN OF BLUE SKY LATERAL
CIVIL
STORM DRAIN PLAN AND PROFILE
LINE IND (6 OF 7)

NO	DESC	BY	DATE

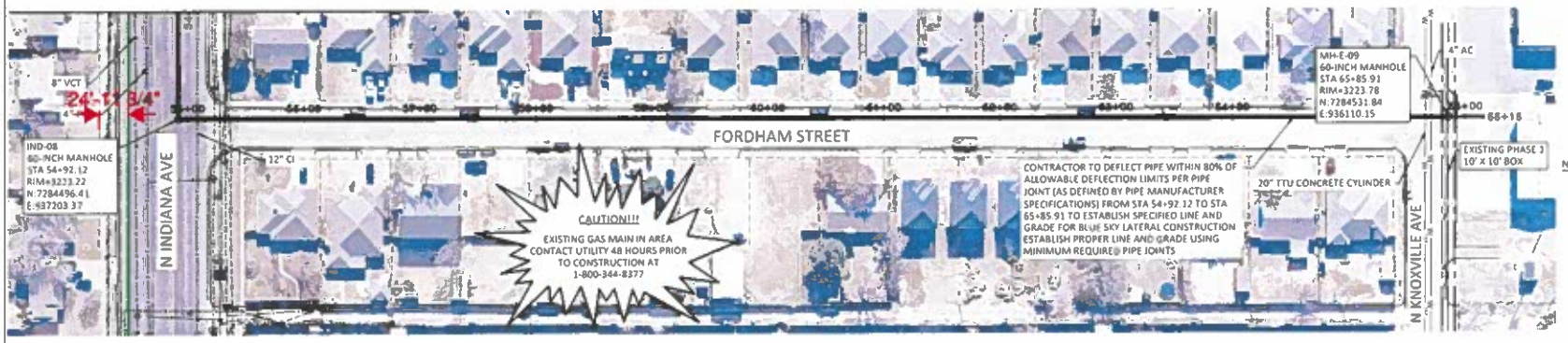
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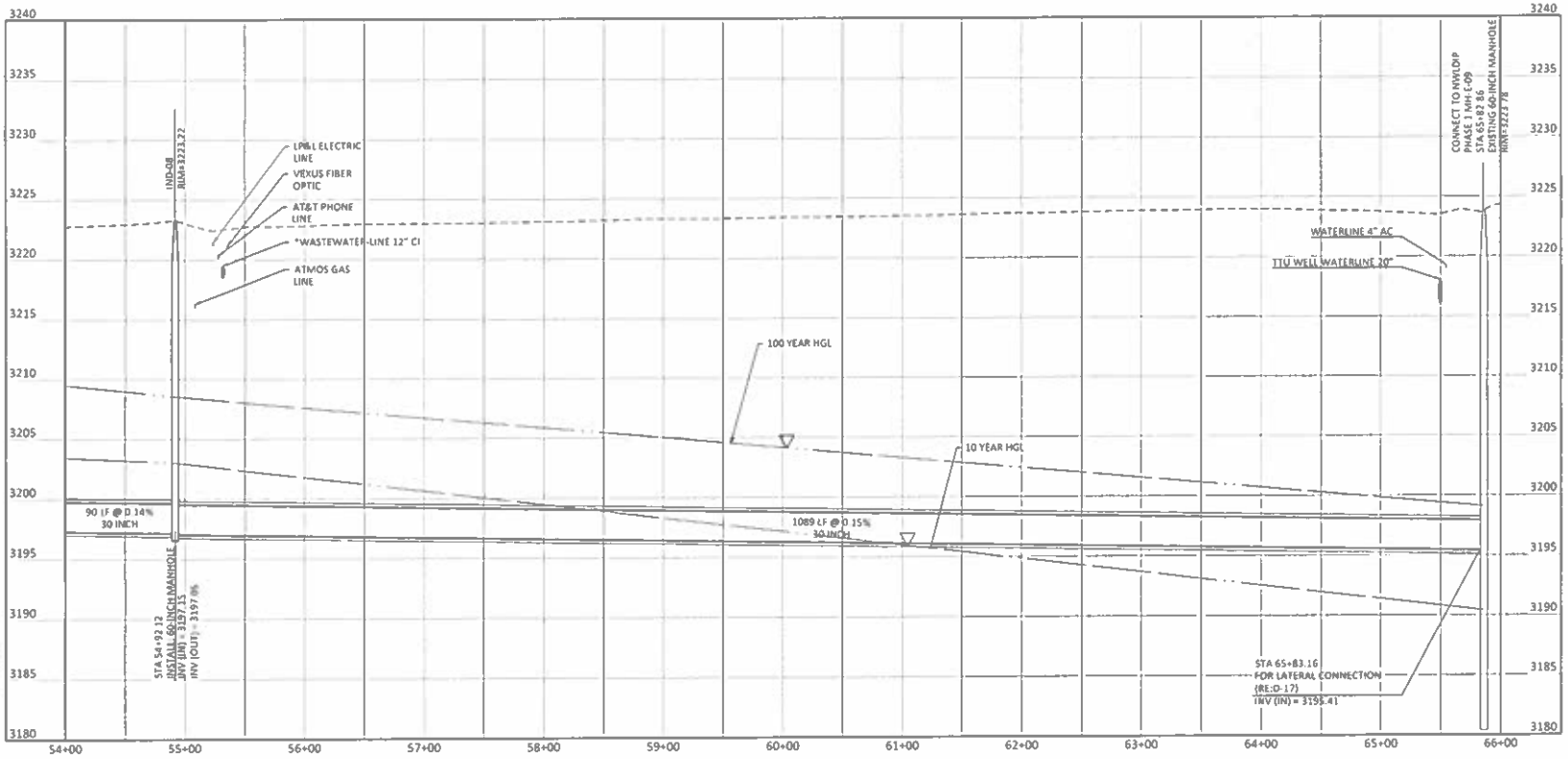
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P-06
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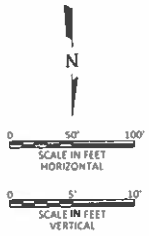
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Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
09/12/2023

FREESE NICHOLS
1500 Broadway Street
Suite 200
Lubbock, Texas 79401
Phone: (806) 686-3700
www.freese.com

CITY OF LUBBOCK
DESIGN OF BLUE SKY LATERAL
CIVIL
STORM DRAIN PLAN AND PROFILE
LINE IND (7 OF 7)

NO.	BY	DATE	REVISIONS
			PROJECT NO. 50622311
			DATE 09/12/2023
			DESIGNED HRS
			DRAWN MSG
			CHECKED ---
			APPROVED HRS
			PLT NAME CV-ALL-OA-PL-STON-1.dwg

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

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SEQ. 17

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CP-002

12” Asbestos Concrete Line Removal

MH CIVIL

CHANGE ORDER

November 11, 2024

Freese and Nichols
1500 Broadway St
Suite 206
Lubbock, Texas 79401

Attn: Kelly Smith

Re: Proposed Change Order No. 3.1

Kelly,

This PCO includes costs to MH for **53 LF of 12" AC pipe removed and disposed in reference to the agreed upon amount per CP-001.2 (MH Civil PCO3) at $177/LF.** MH has provided a scope breakdown of inclusions and exclusions following this page.

MH would like to propose an increase in contract time of **0 calendar days** for the subject Proposed CO.

In accordance with Specification – Section 01 26 00 – Change Management – 1.02 Change Proposals, MH would like to propose a **Lump Sum price of $9,381.**

This proposal represents the associated fees for the specified scope of work included. If unknowns not detailed in this Proposed CO are discovered and additional work is required because of this change order due to circumstances outside of MH's control, this will be discussed and addressed under a separate cover.

Should you have any questions or need additional information, please let me know.

Respectfully yours,

MH CIVIL CONSTRUCTORS, INC.

Jonathan Dimas
Project Engineer

cc: Raul Hernandez

MH CIVIL

GENERAL SCOPE OF WORK PROPOSED BY MH CIVIL CONSTRUCTORS, INC.:

Specifications & Assumptions:

- All work assumes the use of existing MH equipment onsite for the current work under contract. Delay in work will cause additional mobilization costs of equipment and labor.
- If asbestos cement pipe removal is required, the cost will be $177 per linear foot, measured along the pipe's centerline.
- **Intact asbestos-cement pipe is considered nonregulated asbestos containing material (non-RACM) that could be disposed of at any MSW Type I, Type IAE, Type IV, or Type IVAE Landfill if allowed by the individual MSW permit.**
- The CAT 349E Excavator has a tail swing radius of 12.3 feet. To safely perform the work without altering the current traffic control methods, a 14-foot buffer from the east side of the turning lane is required.

Inclusions:

- 53 LF of 12" AC pipe removed and disposed
- Refer to CP-001.2 (MH Civil PCO3)

Exclusions:

- Any additional quantities of asphalt repair to be billed as a quantity overrun of bid item 1-14
- Any additional quantities of concrete flatwork repair to be billed as a quantity overrun of bid item 1-32
- Items not addressed in RFI 12 (unknown encounters).
- Air monitoring or third-party asbestos consulting.
- Texas Asbestos Supervisor Certification

2023-R0571

BOND CHECK
BEST RATING A
LICENSED IN TEXAS
DATE 1.10.24 BY: TF

CONTRACT AWARD DATE: December 5, 2023

CITY OF LUBBOCK
SPECIFICATIONS FOR

Playa Lake 054 Lateral Extension – Blue Sky

RFP 24-17649-TF
CONTRACT 17649
PROJECT NUMBER: 92743.9243.30000

Plans & Specifications may be obtained from
https://ci-lubbock-tx.bonfirehub.com/

City of Lubbock TEXAS

CITY OF LUBBOCK

Lubbock, Texas

Addenda

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ADDENDUM 1

Closing Date Extension

RFP 24-17649-TF

Playa Lake 054 Lateral Extension – Blue Sky

DATE ISSUED: October 17, 2023

NEW CLOSING DATE: November 2, 2023, at 2:00 p.m.

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

Closing Date Extension

1. The bid due date has been extended to **November 2, 2023, at 2:00 p.m.**

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

Teofilo Flores, Asst. Director
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, Texas 79401

Questions may be faxed to (806)775-2164 or Email to TKFlores@mylubbock.us
Questions are preferred to be posted on Bonfire.

THANK YOU,

Teofilo Flores

CITY OF LUBBOCK
Teofilo Flores
Asst. Director
City of Lubbock
Purchasing and Contracts Management Office

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

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ADDENDUM 2

BidTable Modification, Davis Bacon Wages, & Engineer's Addendum 1

RFP 24-17649-TF

Playa Lake 054 Lateral Extension – Blue Sky

DATE ISSUED: October 25, 2023

CLOSING DATE: November 2, 2023, at 2:00 p.m.

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

BidTable Modification

1. As of issuance of this addendum, the bidtable has been modified. Please utilize the updated table when submitting a response.

Davis Bacon Wages

1. Please see the exhibit, attached.

Engineer's Addendum 1

1. Please see Addendum No. 1, attached.

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

Teofilo Flores, Asst. Director
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, Texas 79401

Questions may be faxed to (806)775-2164 or Email to TKFlores@mylubbock.us
Questions are preferred to be posted on Bonfire.

THANK YOU,

Teofilo Flores

CITY OF LUBBOCK
Teofilo Flores
Asst. Director
City of Lubbock
Purchasing and Contracts Management Office

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

EXHIBIT A

"General Decision Number: TX20230002 01/06/2023

Superseded General Decision Number: TX20220002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed

	on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	

Broom and Sweeper.....$ 11.21 **
Crane, Lattice Boom 80
Tons or Less.....$ 16.82
Crawler Tractor Operator....$ 13.96 **
Excavator, 50,000 lbs or
less.....$ 13.46 **
Front End Loader Operator,
Over 3 CY.....$ 12.77 **
Front End Loader, 3CY or
less.....$ 12.28 **
Loader/Backhoe.....$ 14.18 **
Mechanic.....$ 20.14
Milling Machine.....$ 15.54 **
Motor Grader, Rough.....$ 16.15 **
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42
Reclaimer/Pulverizer.....$ 12.85 **
Roller, Asphalt.....$ 10.95 **
Roller, Other.....$ 10.36 **
Scraper.....$ 10.61 **
Spreader Box.....$ 12.60 **

Servicer.....$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
Lowboy-Float.....$ 14.46 **
Single Axle.....$ 12.74 **
Single or Tandem Axle Dump..$ 11.33 **
Tandem Axle Tractor with
Semi.....$ 12.49 **

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

CITY OF LUBBOCK
BLUE SKY LATERAL
LUB22311

ADDENDUM NO. 1
October 23, 2023

00 91 13 ADDENDUM NUMBER 001

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

The Pre-Bid Questions Response Log documents all questions received by October 23, 2023 responses provided by Freese and Nichols, Inc. If a question warranted a change to the bid documents then those changes are reflected in the addenda and supporting documentation. If a question did not warrant a change to the bid documents, a response is provided as part of the response log, which has been included as an attachment to this Addendum.



10/23/2023
FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

TECHNICAL SPECIFICATIONS:

A1-6 Section 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

A. Modification: Supplement 1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS title to read as follows:

1.04 G. Item 11 – Pavement Repair Collector:

B. Modification: Supplement 1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS title to read as follows:

1.04 H. Item 12 – Pavement Repair Arterial:

A1-9 Delete the following Specification Sections:

Section	Section Title
02 61 16	HYDROCARBON CONTAMINATED GEOLOGIC MATERIALS
02 62 16	SOIL VAPOR EXTRACTION
02 71 16	HYDROCARBON CONTAMINATED GROUNDWATER TREATMENT

DRAWINGS:

Replace the following Drawings:

Replace Drawing		With Drawing	
Drawing No.	**Drawing Title**	**Drawing No.**	**Drawing Title**
D-04	TRENCH PAVEMENT DESIGN TYPICAL STANDARDS	D-04	TRENCH PAVEMENT DESIGN TYPICAL STANDARDS
PP-01	LINE IND PAVING PLAN (1 OF 2)	PP-01	LINE IND PAVING PLAN (1 OF 2)
PP-02	LINE IND PAVING PLAN (2 OF 2)	PP-02	LINE IND PAVING PLAN (2 OF 2)

END OF ADDENDUM NO. 1

PHASE 1 PRE-BID QUESTIONS RESPONSE LOG

PRE-BID QUESTIONS
RESPONSE LOG

FREESE and NICHOLS

Innovative approaches
Practical results
Outstanding service

City of Lubbock TEXAS

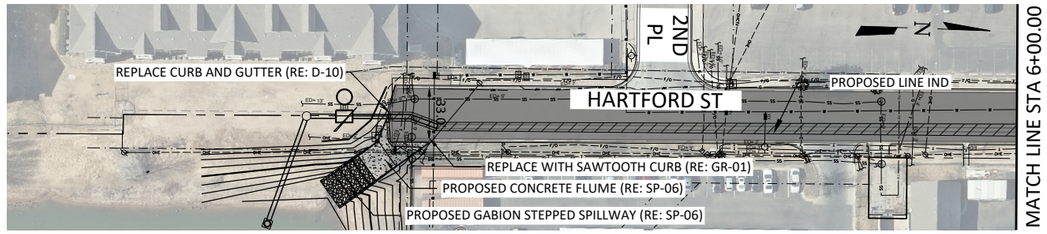
Project: Playa Lake 054 Lateral Extentsion **FNI Project No:** LUB22311 **Last Updated:** 10/23/2023

QUESTIONS SUBMITTED BY: APRIL 30, 2020

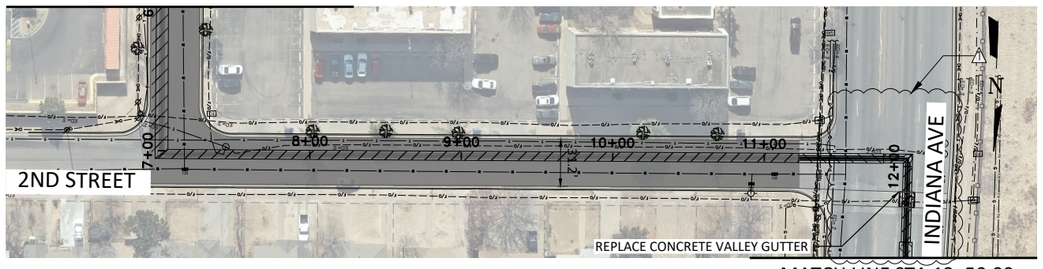
NUM.	QUESTION	RESPONSE	ACTION
1	Due to schedule conflict, contractor is requesting to push back opening data a week.	Close Date has been changed to Nov. 2nd, 2023, 2:00 PM CDT.	Answered by City
2	The depth of pipe varies significantly and has always been broke out by range of depths for bid items. The various depths will require different class and stiffness of pipe, size of trench boxes, and time of placement. Can these bid items be broke out as per the plans show on sheet G-09?	Bid items have been broken out according to depths shown on sheet G-09 as requested. An updated bid form is being provided with Addendum 1.	Refer to updated bid item quantities sheet
3	The plans require existing asphalt and flexible base to be milled and hauled to City site, each instances being performed separately. There is no breakout for these as pay items. Please confirm how these operations will be captured and paid.	All detail regarding what activities are included within each bid item is included in Section 01 29 01 Measurement and Basis for Payment. 1.4.F, G and H have lists of what is included for each roadway type. All three items include: "sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incindental to work" as number 1 within their respective subsection.	No Action
4	For the placement of the new concrete flume on Plan Sheet GR-1, page 20, there is no bid/pay item for this new concrete flume.	Refer to Spec 01 29 01, Items 34 and 35 - Removal and Replacement of Concrete Flatwork, where it details that the pay item includes "all sawing, chipping, breaking, ahuling, disposal or recycling, and all other items incidential to removal of concrete flatwork (valleygutter, pilot channel, riprap, and sidewalk) as specified within the areas designated as eligible for payment on the Paving Plans." The name of Bid Items 34 and 35 have been revised to refer to Concrete Flatwork.	No Action
5	The roadway details show to be replaced with flexbase and hot mix per details on Plan Sheet D-05, page 27. The City of Lubbock standard sheets show place flowfill on all roadways thickness based on thoroughfare type and then hot mix, Plan Sheet D-04, page 26. Please clarify which method to use.	FNI revised Plan Sheet D-04, page 26 to remove City of Lubbock standard sheet, "Asphalt Pavement Cut Repairs." Follow details for residential, collector, and arterial roadway types based on Plan Sheet D-05, page 27.	Refer to Addendum 1.
6	Is there existing core data for Indiana Avenue? The existing roadway structure is approximately 12" - 14" thickness. Will have 6"-8" of hot mix base and then 4"-6" of hot mix service. Is the new hot mix to match the existing roadway depth? This will also effect the milling of the existing hot mix and flexbase quantities.	Core data exists in geotechnical boring logs provided. Contractor to follow details for residential, collector, and arterial roadway types based on Plan Sheet D-05, page 27. New hot mix and pavement repair depth does not need to match existing roadway depth, but comply with the provided details. Adjusted pay item in specs to directly correspond with residential, collector, and arterial pavement repair as shown in details on Plan Sheet D-05, page 27. FNI revised sheets PP-01 and PP-02 to remove "seal coat" hatch from sheets for the arterial and updated bid item quantities.	Refer to Addendum 1 A1-6.
7	Will the Inlet 1 Structure be allowed to be pre-cast?	Yes.	No Action

UPDATED TECHNICAL SPECIFICATIONS

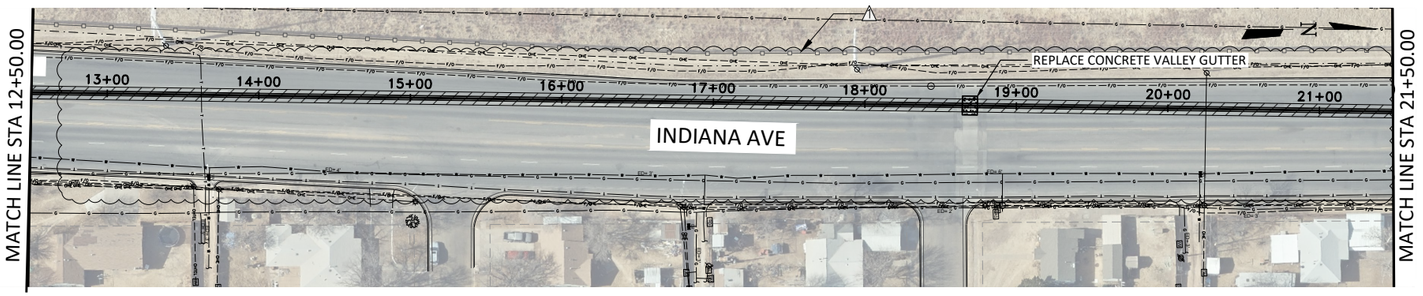
UPDATED DRAWINGS

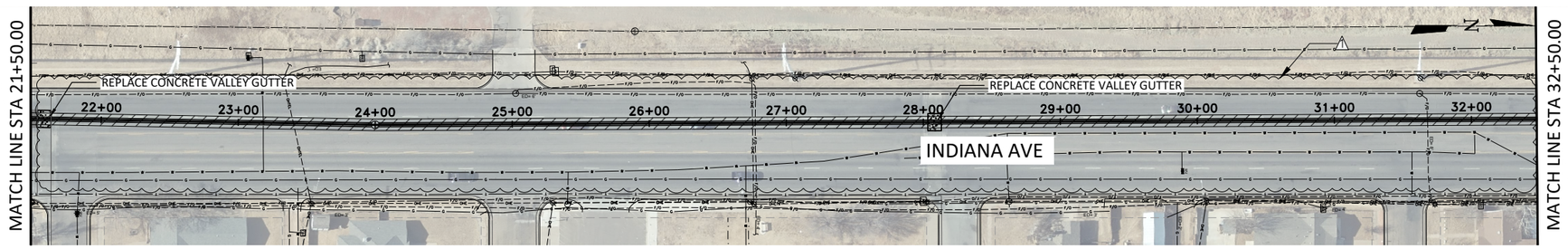


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NOTES:

1. EMERGENCY ACCESS AND ACCESS TO RESIDENCE DRIVES SHALL BE PROVIDED AT ALL TIMES. ACCESS SHALL BE CLOSED FOR NO MORE THAN 2 HOURS AT ANY TIME DURING DAY, OPEN AT ALL TIMES DURING NIGHT.
2. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADE, FLAGMAN, ETC. TO MAINTAIN SAFE TRAFFIC FLOW DURING ENTIRE TIME CONSTRUCTION OR EXCAVATION IS OCCURRING WITHIN THE RIGHT-OF-WAY.
3. CONTRACTOR SHALL CONTAIN EASEMENT WORKING OPERATIONS WITHIN THE ROW. ANY PAVEMENT DAMAGED BY THE CONTRACTOR'S OPERATIONS THAT IS SHOWN TO BE OUTSIDE OF PAVEMENT REPLACEMENT LIMITS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL REPAIR AND REPAVE EACH CITY STREET, WITHIN 7 DAYS UPON COMPLETION OF ALL PIPE LAYING ACTIVITIES FOR EACH STREET. (I.E. WHEN CONTRACTOR LEAVES ONE STREET TO PRIVATE PROPERTY OR TO ANOTHER STREET, THE STREET MUST BE REPAVED.)
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6. CONTRACTOR IS TO FIRST MILL THE EXISTING ASPHALT PAVING AS DEFINED IN THE LIMITS OF PAVING CONTRACTOR SHALL THEN DELIVER THOSE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P. LUBBOCK, TEXAS 79403. THEN THE CONTRACTOR IS TO MILL THE EXISTING FLEXBASE MATERIAL AS DEFINED IN THE LIMITS OF PAVING. CONTRACTOR SHALL THEN DELIVER THE FLEXBASE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P. LUBBOCK, TEXAS, 79403. THE CONTRACTOR SHALL THEN REMOVE ANY ADDITIONAL EXISTING SOIL TO OBTAIN DEPTH REQUIRED TO INSTALL 12-INCHES OF FLEXBASE AND AT LEAST 2 INCHES OF ASPHALT PAVEMENT. THE CONTRACTOR CAN COORDINATE DELIVERY OF MILLINGS WITH SITE OPERATIONS BY CALLING (806) 775-2657.
7. LIMITS OF REMOVAL FOR CURB AND GUTTER AND CONCRETE VALLEY GUTTER, ARE APPROXIMATE. REMOVAL FOR THESE ITEMS SHALL BE AS NEEDED FOR THE TRENCH AND TO THE NEAREST JOINT IN THE FIELD. SEE SHEET D-11 FOR CURB DETAILS AND SHEET D-10 FOR VALLEY GUTTER DETAILS.
8. LIMITS OF CONCRETE RIPRAP REMOVAL ARE APPROXIMATE. CONTRACTOR SHALL SURVEY ALL CONCRETE FLATWORK PRIOR TO REMOVAL. CONTRACTOR SHALL REMOVE CONCRETE RIPRAP WITH CLEAN SAWCUTS AT THE LIMITS OF THE TRENCH AND REPLACE TO MATCH THE EXISTING LINES AND GRADES. SEE SHEET D-09 FOR VALLEY GUTTER DETAILS.
9. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
10. SEE SHEET D-03, D-04, D-05, D-06 FOR TRENCH DETAILS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING SEDIMENT FROM EXISTING CONCRETE DRAINAGE INFRASTRUCTURE TO REMAIN.

LEGEND:

- PROPOSED MANHOLE
- PROPOSED STORM WATER PIPE
- TREE
- SEAL COAT
- CONCRETE REPLACEMENT
- LIMITS OF TRENCH / FULL DEPTH PAVEMENT REMOVAL/REPLACEMENT

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SCALE IN FEET

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
HEATHER RAE KEISTER 100095 LICENSED PROFESSIONAL ENGINEER
10/23/2023

FREESE NICHOLS
1500 Broadway Street
Suite 206
Lubbock, Texas 79401
Phone - (806) 686-2700
Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL
LINE IND
PAVING PLAN (1 OF 2)

NO.	ISSUE	BY	DATE
1	ADDENDUM NO. 1	HRK	10/23/2023

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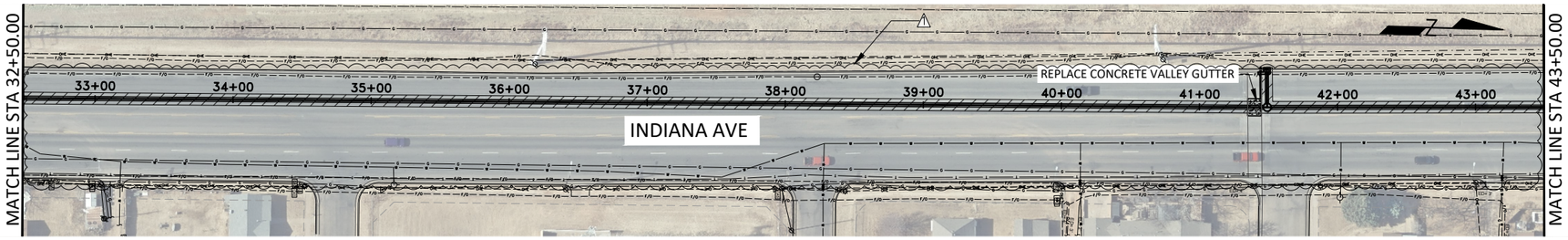
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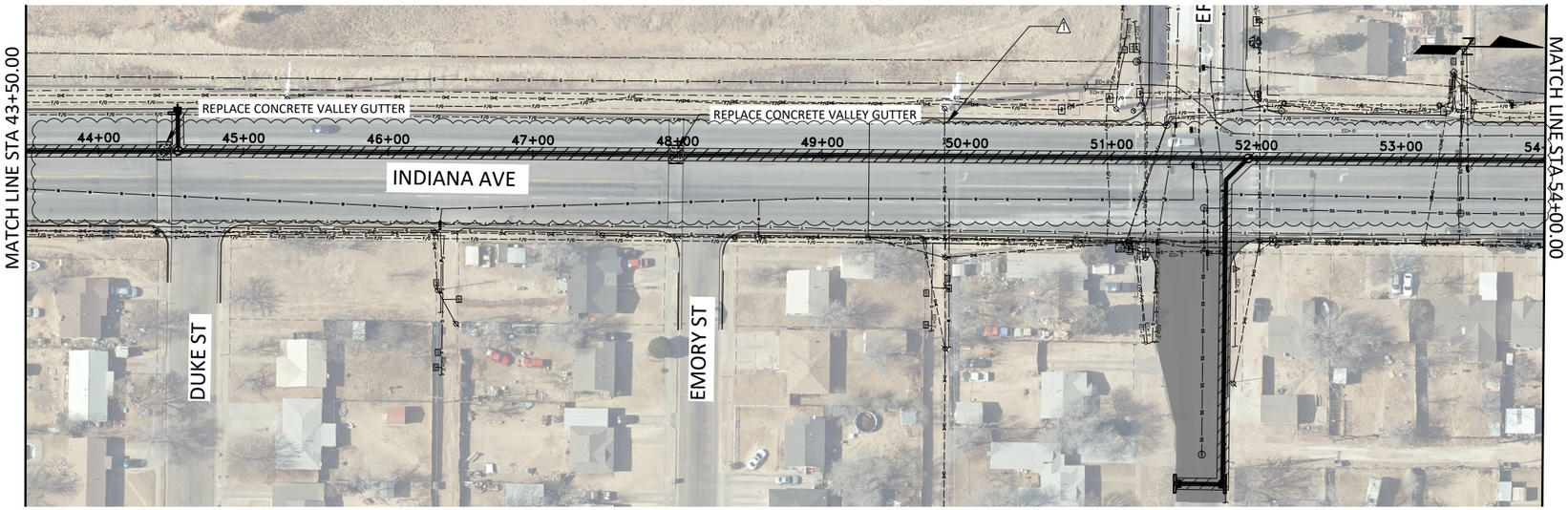
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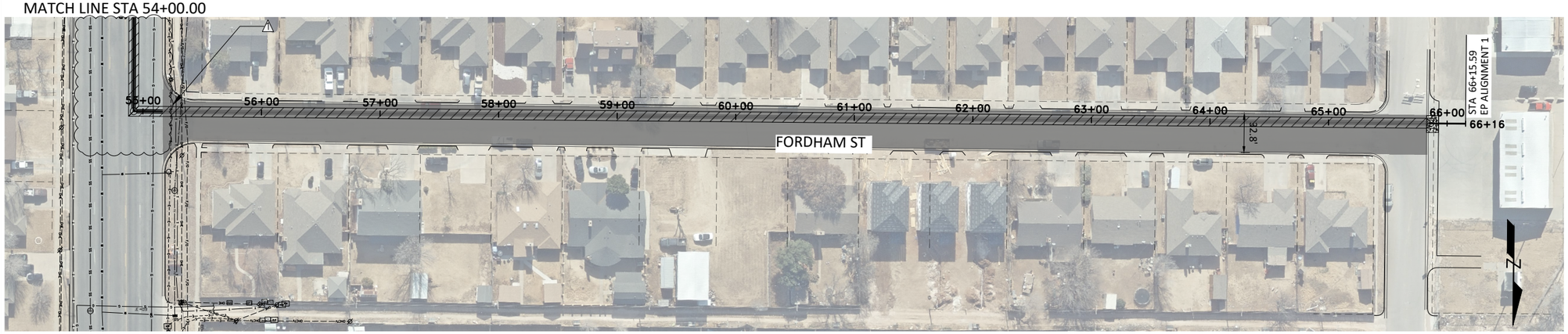
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LEGEND:

- PROPOSED MANHOLE
- PROPOSED STORM WATER PIPE
- TREE
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SCALE IN FEET

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

10/23/2023

TEXAS REGISTERED ENGINEER 100095 HEATHER RAE KEISTER PROFESSIONAL

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Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

LINE IND PAVING PLAN (2 OF 2)

NO.	ISSUE	BY	DATE
1	ADDENDUM NO. 1	HRK	10/23/2023

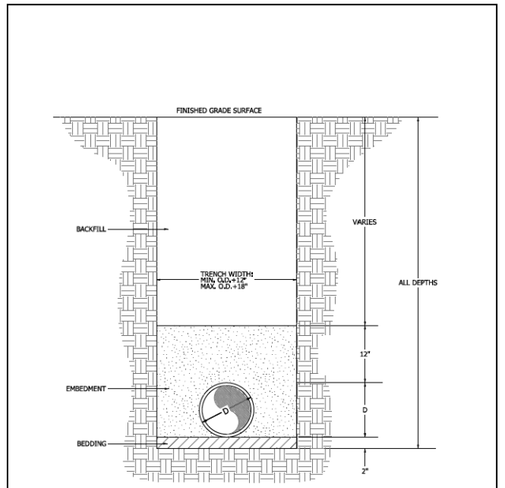
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F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	HRK
CHECKED	HRK
FILE NAME	CV-ALL-OA-PL-STDN-1.dwg

SHEET PP-02
SEQ. 22

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NOTES:

1. BEDDING, EMBEDMENT, AND BACKFILL SHALL BE CAREFULLY PLACED MATERIAL AS SPECIFIED IN THESE SPECIFICATIONS.
2. BACKFILL REQUIREMENTS SHALL COMPLY WITH CURRENT CITY OF LUBBOCK STREETS ORDINANCE.

WATER LINE TRENCH DETAIL	City of Lubbock TEXAS	REVISED DEC. 2012
		DRAWING NUMBER W-1

BAR SIZE	MIN. SPLICE LENGTH
3	18"
4	18"
5	21"
6	25"
7	29"
8	33"

ALTERNATIVE BACKFILL

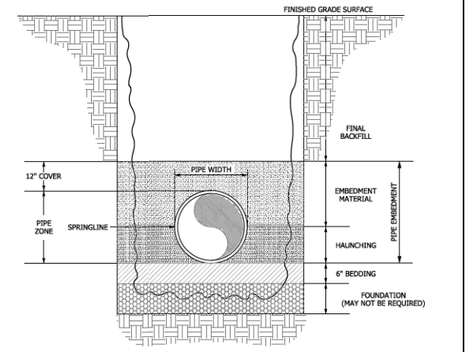
FULL DEPTH OF TRENCH BACKFILL; 1 1/2 SACK CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL) WITH PEA GRAVEL.

NOTE:

1. MIN RESIDENTIAL CUT 3' X 4' SEE UEM-07 FOR COLLECTOR AND ARTERIAL
2. ALL MATERIALS AND CONSTRUCTION PRACTICES SHALL BE IN CONFORMANCE WITH CITY OF LUBBOCK STANDARD PAVING SPECIFICATIONS.
3. FLOW FILL CAP OR STEEL PLATES REQUIRED IF PAVEMENT IS NOT REPAIRED IMMEDIATELY.

CONCRETE STREET AND ALLEY CUT REPAIRS	City of Lubbock TEXAS	REVISED APR, 2020
		PLATE NO. UEM-02

1



NOTES:

1. BEDDING, EMBEDMENT, AND BACKFILL SHALL BE CAREFULLY PLACED MATERIAL AS SPECIFIED IN THESE SPECIFICATIONS.
3. BACKFILL REQUIREMENTS SHALL COMPLY WITH CURRENT CITY OF LUBBOCK STREETS ORDINANCE.

TRENCH CROSS-SECTION SHOWING TERMINOLOGY	City of Lubbock TEXAS	REVISED APRIL 2019
		DRAWING NUMBER SS-10

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

STATE OF TEXAS
HEATHER MAE KEISTER
103045
LICENSED PROFESSIONAL ENGINEER

10/23/2023

FREESE NICHOLS
1500 Broadway Street, Suite 206
Lubbock, TX 79401
Phone: (806) 686-2700
Web www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TRENCH PAVEMENT
DESIGN TYPICAL STANDARDS

NO.	ISSUE	BY	DATE
1	ADDENDUM NO. 1	HRK	10/23/2023

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

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F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
CHECKED HRK
FILE NAME CV-TRT-PP-DET01A1.sht

SHEET D-04
SEQ. 26

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Plot Date: ---- Plot By: 08107 Filename: N:\Standard\34Border-TT.dgn

ADDENDUM 3

Closing Date Extension, BidTable Modification, & Engineer's Addendum 3

RFP 24-17649-TF

Playa Lake 054 Lateral Extension – Blue Sky

DATE ISSUED: November 1, 2023

NEW CLOSING DATE: November 7, 2023, at 3:00 p.m.

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

Closing Date Extension

1. The closing date has been extended to November 7, 2023, at 3:00 p.m.

BidTable Modification

1. As of issuance of this addendum, the bidtable has been modified. Please utilize the updated table when submitting a response.

Engineer's Addendum 1

1. Please see Addendum No. 3, attached.

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

Teofilo Flores, Asst. Director
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, Texas 79401

Questions may be faxed to (806)775-2164 or Email to TKFlores@mylubbock.us
Questions are preferred to be posted on Bonfire.

THANK YOU,

Teofilo Flores

CITY OF LUBBOCK
Teofilo Flores
Asst. Director
City of Lubbock
Purchasing and Contracts Management Office

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

CITY OF LUBBOCK
BLUE SKY LATERAL
LUB22311

ADDENDUM NO. 3
October 30, 2023

00 91 03 ADDENDUM NUMBER 003

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

The Pre-Bid Questions Response Log documents all questions received by October 30, 2023 responses provided by Freese and Nichols, Inc. If a question warranted a change to the bid documents then those changes are reflected in the addenda and supporting documentation. If a question did not warrant a change to the bid documents, a response is provided as part of the response log, which has been included as an attachment to this Addendum.



10/30/2023
FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

TECHNICAL SPECIFICATIONS:

DRAWINGS:

Replace the following Drawings:

Replace Drawing		With Drawing	
Drawing No.	**Drawing Title**	**Drawing No.**	**Drawing Title**
GR-01	INLET GRADING LAYOUT INLET 1	GR-01	INLET GRADING LAYOUT INLET 1
P-01	STORM DRAIN PLAN AND PROFILE LINE IND (1 OF 7)	P-01	STORM DRAIN PLAN AND PROFILE LINE IND (1 OF 7)
D-03	TRENCH DETAILS	D-03	TRENCH DETAILS
SP-02	TREE PROTECTION DETAILS	SP-02	TREE PROTECTION DETAILS

END OF ADDENDUM NO. 3

PHASE 1 PRE-BID QUESTIONS RESPONSE LOG

PRE-BID QUESTIONS
RESPONSE LOG

Innovative approaches
Practical results
Outstanding service

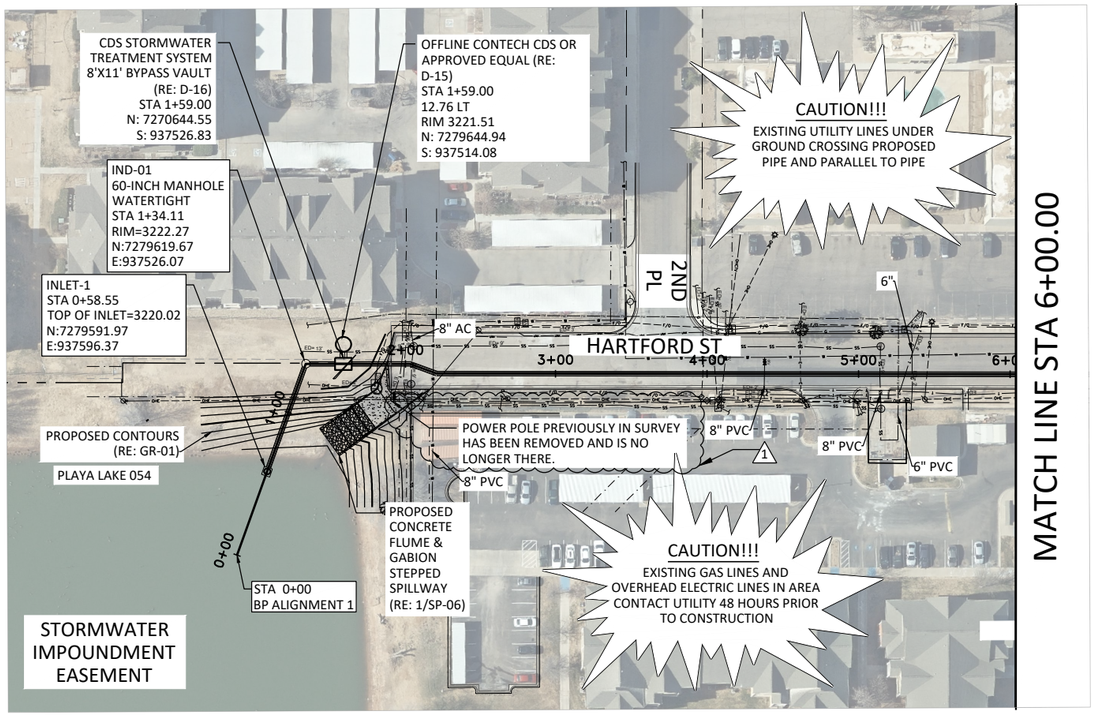
Project: Playa Lake 054 Lateral Extentsion **FNI Project No:** LUB22311 **Last Updated:** 10/30/2023

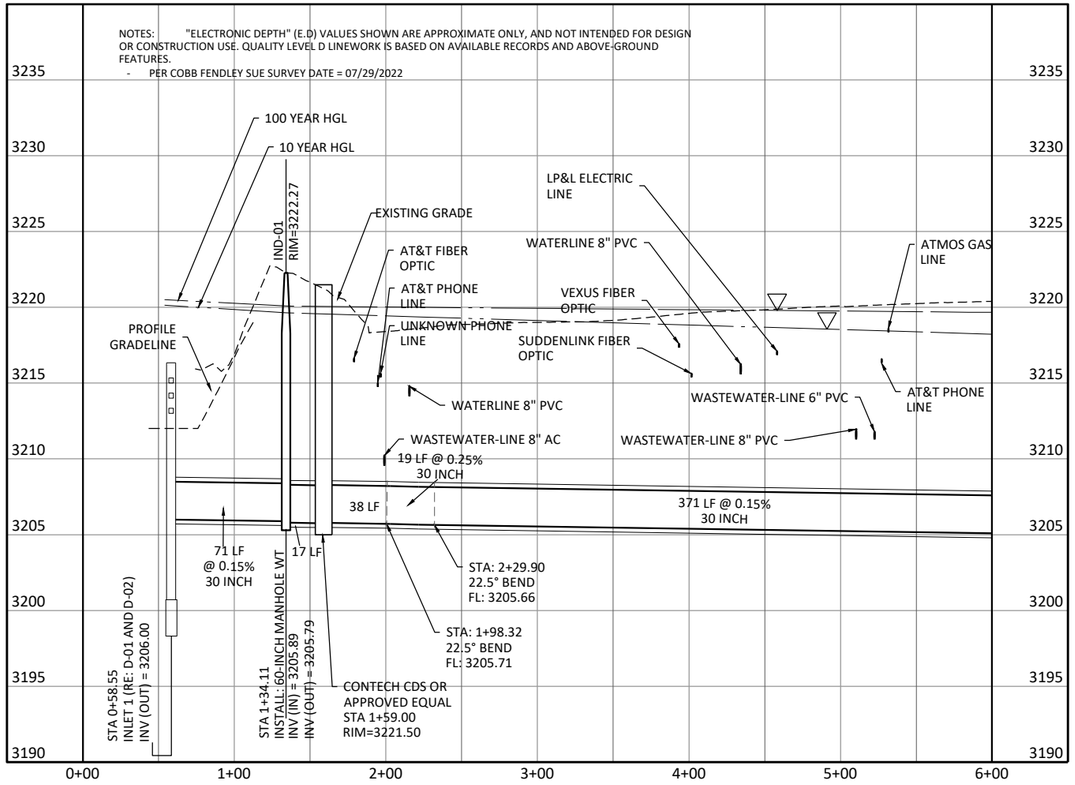
QUESTIONS SUBMITTED BY: APRIL 30, 2020

NUM.	QUESTION	RESPONSE	ACTION
1	Sheet SP-02 Note 1 Indicates that trees are to be protected as shown on sheet TP-01. Can you please provide sheet TP-01?	Note had been added due to a tree in conflict with the location of the proposed flume. The tree has since been removed and we have updated Plan Sheet SP-02, page 53 to remove this note.	Refer to Addendum 3.
2	Spec Section 01 50 00 Indicates to provide Contractor and OPT Field Offices including furnishings. Please confirm if this is correct and required for this project.	Portion of Spec Section 01 50 00 is correct and required for the project.	No Action
3	Who will be responsible for the cost to relocate the power poles at the Proposed Concrete Flume Area at Playa Lake 054?	Note had been added due to a power pole in conflict with the location of the proposed flume. The power pole has now been removed and we have updated Plan Sheet P-01, page 11 and Plan Sheet GR-01, page 20 to add a note to this effect since the survey picked up the power pole.	Refer to Addendum 3.
4	Note 7 on sheet 25 (D-03) indicates to place a trench dam every 200 LF according to trench dam detail this sheet, however this detail is not provided. Can you please provide the detail?	Trench Dam detail has been added to Plan Sheet D-03, page 25.	Refer to Addendum 3.
5	Note 11 on sheet 25 (D-03) mentions filter fabric. Please confirm if this is required and provide the detail that shows the required location so we can determine if the bedding envelope is wrapped.	This note has been in place for previous phases to specify filter fabric required for project. In previous phases filter fabric was to be included between native fines and backfill materials to prevent migration.	No Action
6	The City of Lubbock Detail UEM-01 on sheet 26 indicates to provide Flow Fill below the HMAC however the other details on sheets 25 & 27 indicate to provide base material under the HMAC. Please confirm which is correct.	FNI revised Plan Sheet D-04, page 26 to remove City of Lubbock standard sheet, "Asphalt Pavement Cut Repairs." Follow details for residential, collector, and arterial roadway types based on Plan Sheet D-05, page 27.	Refer to Addendum 1.
7	Please confirm if grouting of the annular space is required for all types of carrier pipe. Sheet 29 details 2 (RCP) & 7(HDPE) do not have a call out for the annular grout however detail 5 for FRP does have a callout for the annular grout.	The detail shows our requirements for either spacers or annular grout by material.	No Action
8	Bid Item 1-6 has a bid quantity of 125 LF, however the drawings only show one tunnel with a length of 56 LF. Please confirm if the remaining quantity can be used at the contractors option.	We have updated the quantity for Bid Item 6.	Refer to updated bid item quantities sheet
9	Can you please provide the measurement and payment for the PCO Curb Inlet? Also are we to use this bid item for the PCU Curb Inlets? Drawings show (2) PCO's & (2) PCU's however the bid quantity indicates 3 EA - please clarify.	We have updated the quantities for Bid Item 22 to include PCO's and PCU's as called out for in the plans.	Refer to updated bid item quantities sheet
10	On P-01 to P-09 there are no dimensions showing new pipe locations from centerline to ROW and/or edge of pavement or curb and gutter. These will need to be shown to know placement of pipe within the roadway and for alignment purposes. On P-07 and PP-02, states that Fordham will remain open to traffic at all times and can not be shutdown for ore than 2 hours. The new pipe alignment will require the southside of Fordham to be closed for all residence due to depth and width of trench. The existing sidewalk, curb and gutter, and driveways will be impacted and thus will have to be removed and replaced along the southside. Can bid items be added for these areas?	We provided northings/eastings on the horizontal alignment sheet and stationing along the alignment to communicate pipe placement. Our alignment was adjusted to allow for the appropriate trenching to occur and for the curb and gutter/driveways not to be impacted. We will handle local traffic as we have previously, this note has been in place for previous phases to minimize the disruption to residents.	No Action
11	Plans state bore logs are available from City of Lubbock, who is the person of contact to receive the bore logs?	City has geotechnical reports for Phases 1-3.	No Action

UPDATED TECHNICAL SPECIFICATIONS

UPDATED DRAWINGS





NOTES:(TYPICAL- PLAN & PROFILE)

1. CONTRACTOR TO SUPPORT AND PROTECT EXISTING PIPE AND BEDDING. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES AT NO EXPENSE TO THE OWNER.
2. CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.
3. CONTRACTOR SHALL BRACE AND ADEQUATELY SUPPORT CROSSING WATER AND SEWER LINES UNLESS OTHERWISE NOTED.
4. SEE SHEET D-08 AND D-09 FOR MANHOLE DETAILS.
5. SEE SHEET D-06 FOR OTHER THAN OPEN CUT DETAILS. BORE PIT/ACCESS SHAFT LIMITS SHALL BE WITHIN ALLOWABLE EASEMENT, ROW, AND WORK ZONE LIMITS.
6. SEE SHEET D-01 AND D-02 FOR INLET DETAILS.
7. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.
8. SEE SHEET GR-01 FOR GRADING DETAILS.
9. SEE SHEET D-15 AND D-16 FOR TREATMENT UNIT DETAILS.
10. SEE SHEET PP-01 AND PP-02 FOR LIMITS OF PAVEMENT AND CHANNEL REPAIR.
11. SEE SHEET D-05, PP-01, PP-02, AND SP-01 FOR PAVEMENT, RIPRAP, AND CHANNEL REPAIR DETAILS.
12. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
13. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
14. SEE SHEET SP-03, SP-04, SP-05, AND SP-6 FOR GABION DETAILS.
15. INLET IS TO BE BUILT EARLY IN PROJECT TO SUPPORT CITY OF LUBBOCK FEMA MAP UPDATE EFFORTS.

N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

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

10/30/2023

HEATHER RAE KEISTER 100095 LICENSED PROFESSIONAL ENGINEER

FREESE NICHOLS
1500 Broadway Street
Suite 206
Lubbock, Texas 79401
Phone - (806) 686-2700
Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (1 OF 7)

NO.	ISSUE	BY	DATE
3	ADDENDUM NO. 3	HRK	10/30/2023

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale. 0 1"

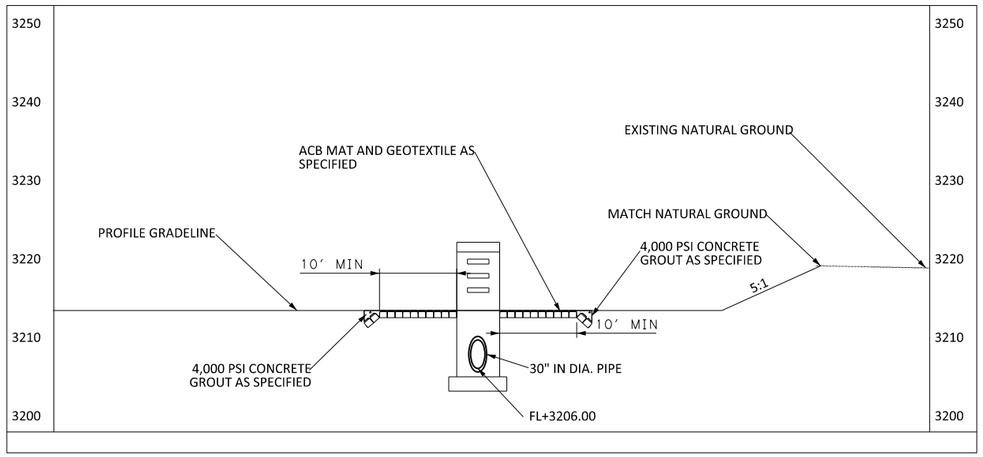
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SHEET P-01
SEQ. 11

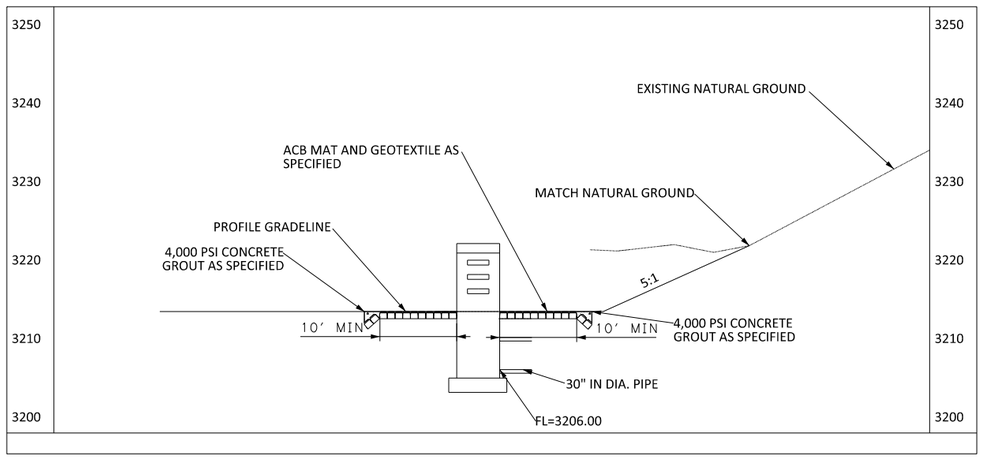
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GENERAL NOTES:

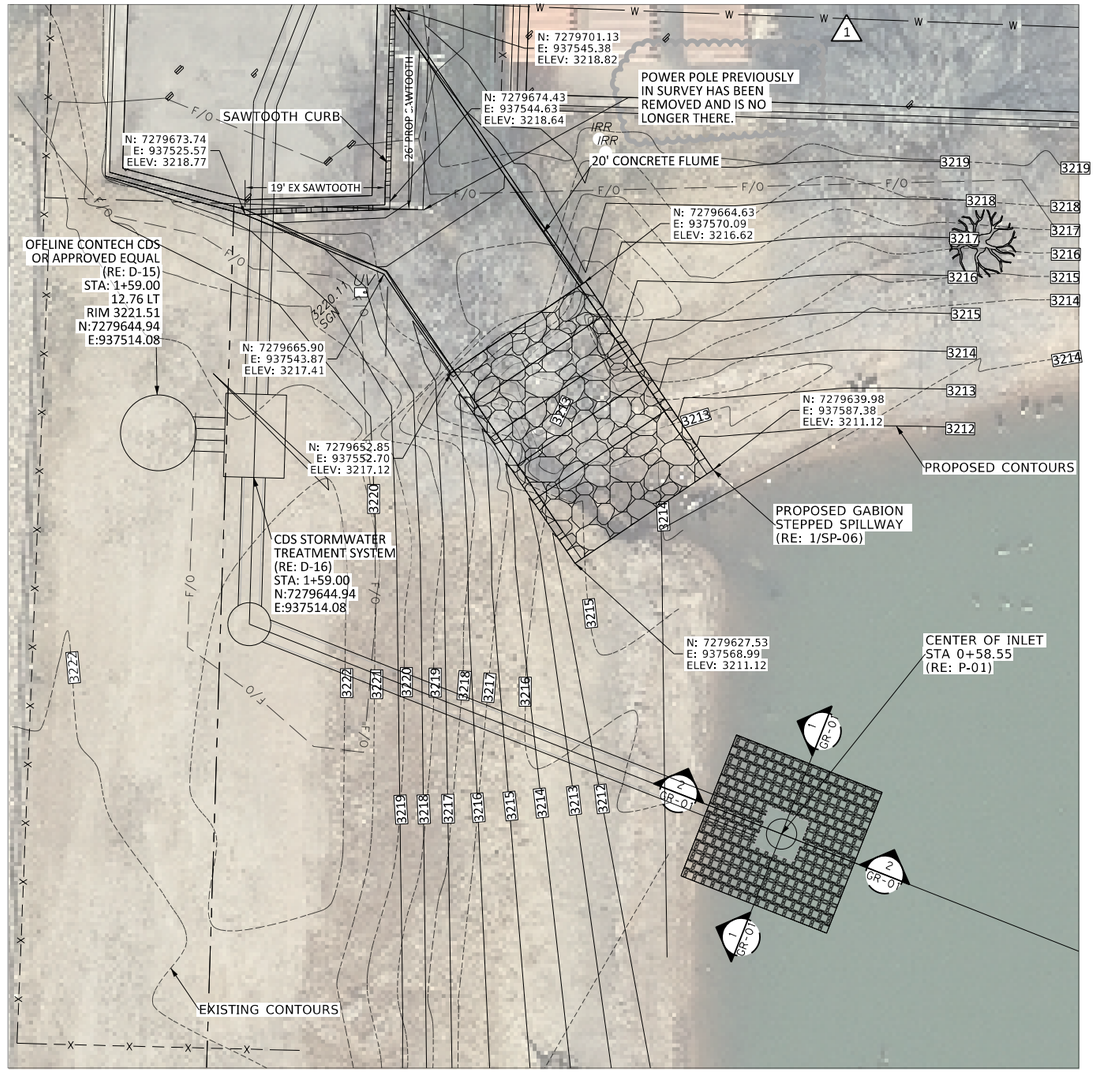
1. PROPOSED GRADING SHALL BE CUT AT SLOPES SPECIFIED, NOT NECESSARILY THE LENGTH SPECIFIED, TO PROVIDE A SMOOTH TRANSITION TO THE EXISTING NATURAL GROUND.
2. GEOTEXTILE MUST BE PLACED AGAINST ALL SIDES OF ALL STRUCTURES AS WELL AS AT HORIZONTAL AND VERTICAL INTERFACES BETWEEN THE SOIL AND THE ARTICULATED CONCRETE BLOCK MATTRESSES AND GABIONS.
3. MINIMUM OVERLAP AT ALL GEOTEXTILE SEAMS SHALL BE 12 INCHES.
4. ALL ARTICULATED CONCRETE BLOCK MATTRESSES SHALL BE PLACED DIRECTLY ON TOP OF THE GEOTEXTILE.
5. ALL ARTICULATED CONCRETE BLOCK MATTRESSES SHALL BE INSTALLED ACCORDING TO MANUFACTURER RECOMMENDATIONS AND A MINIMUM OF TWO BLOCKS ANCHORED INTO THE ANCHOR TRENCH.
6. FINISHED GRADES SHALL BE THE TOP OF THE ARTICULATED CONCRETE BLOCK MATTRESSES (WHERE SHOWN) AROUND STRUCTURES.
7. CONTRACTOR IS REQUIRED TO SUBMIT A COFFERDAM PLAN DESIGNED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. CONTRACTOR IS PERMITTED TO ADJUST THE LOCATION AND LAYOUT OF ALL COFFERDAMS WITHIN THE PERMISSIBLE LIMITS, FOR CONSTRUCTION PURPOSES.
8. SEE SHEET D-01 AND D-02 FOR INLET AND ARTICULATED CONCRETE BLOCK DETAILS.
9. IN-LINE TREATMENT UNIT TO BE AT THE LOCATION SHOWN FOR MAINTENANCE PURPOSES.
10. CONTRACTOR SHALL NOTIFY PROPERTY OWNER TO COORDINATE CONSTRUCTION ACTIVITIES IN THIS AREA.
11. CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.
12. SEE SHEET SP-03, SP-04, SP-05, AND SP-06 FOR GABION DETAILS.
13. INLET IS TO BE BUILT EARLY IN PROJECT TO SUPPORT CITY OF LUBBOCK FEMA MAP UPDATE EFFORTS.



1 GR-01 SECTION
HOR: 1"=10'
VER: 1"=5'

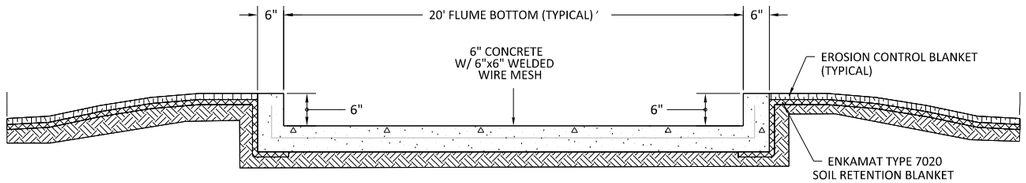


2 GR-01 SECTION
HOR: 1"=10'
VER: 1"=5'



INLET 1 - BLUE SKY LAKE

EXPECTED DEPTHS OF WATER AT INLET 1	
TYPICAL WATER SURFACE ELEVATION/ELEVATION D (SHEET D-01)	3218.33
100-YR PEAK WATER SURFACE ELEVATION	3220.50



3 ~ CONCRETE FLUME DETAIL
NOT TO SCALE

N

0 5' 10' 20'
SCALE IN FEET

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

10/30/2023

FREESE NICHOLS
1500 Broadway Street, Suite 206
Lubbock, Texas 79401-3167
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Web www.freese.com

CITY OF LUBBOCK
DESIGN OF BLUESKY LATERAL

CIVIL
INLET GRADING LAYOUT
INLET 1

NO.	ISSUE	BY	DATE
1	ADDENDUM NO. 3	HRK	10/30/2023

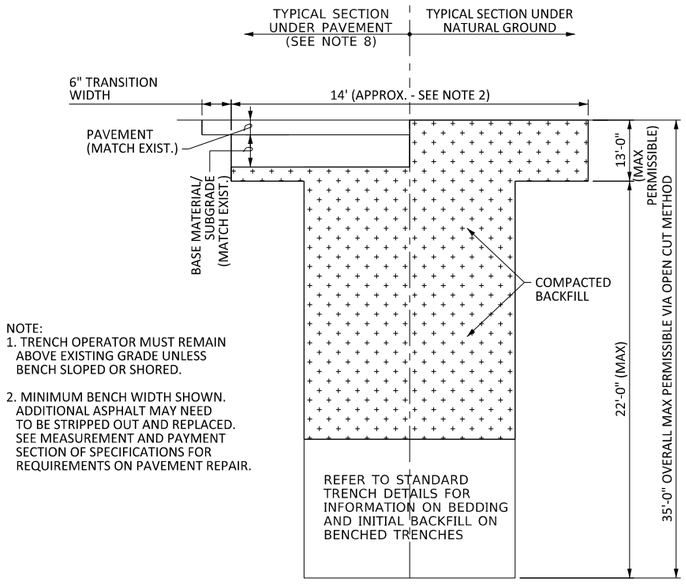
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DATE 09/12/2023
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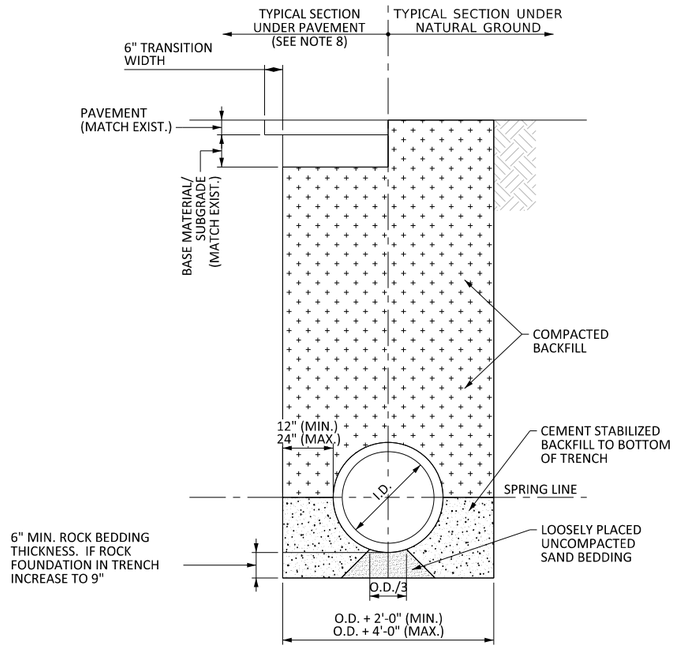
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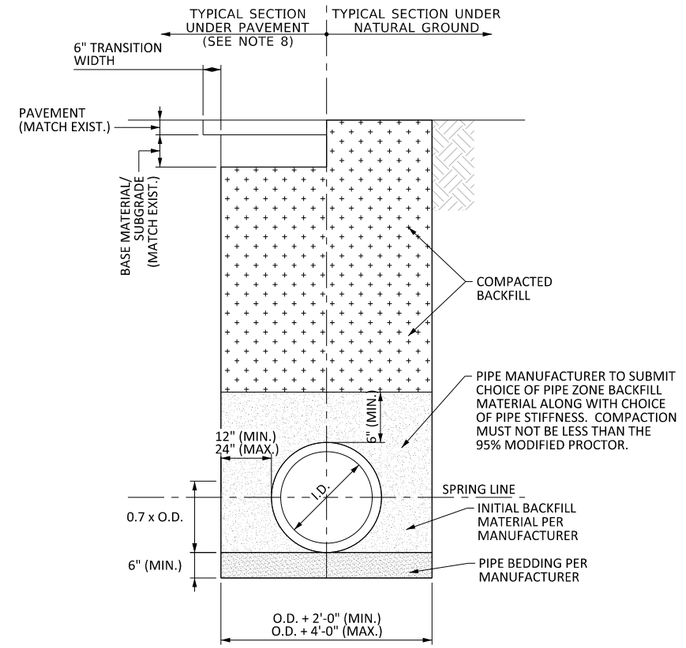
NOTE:
1. TRENCH OPERATOR MUST REMAIN ABOVE EXISTING GRADE UNLESS BENCH SLOPED OR SHORED.

2. MINIMUM BENCH WIDTH SHOWN. ADDITIONAL ASPHALT MAY NEED TO BE STRIPPED OUT AND REPLACED. SEE MEASUREMENT AND PAYMENT SECTION OF SPECIFICATIONS FOR REQUIREMENTS ON PAVEMENT REPAIR.

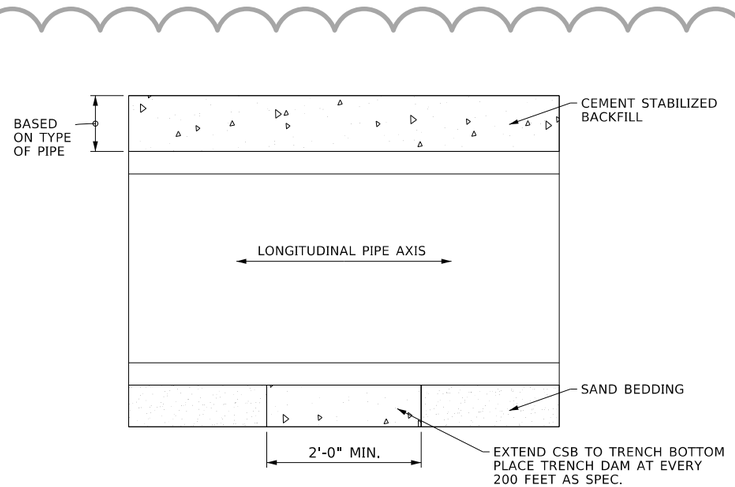
1 D-01 **BENCHED TRENCH DETAIL**
NOT TO SCALE



2 D-01 **STANDARD TRENCH DETAIL PRECAST REINFORCED CONCRETE PIPE**
NOT TO SCALE



3 D-01 **STANDARD TRENCH DETAIL FLEXIBLE PIPE**
NOT TO SCALE



NOTE:
TRENCH DAM IS TO BE LOCATED IN CENTER OF PIPE OR BOX JOINT LENGTH. SPACING MAY VARY PLUS OR MINUS 20 FEET FROM THE 200 FOOT TRENCH DAM SPACING REQUIREMENT IN ORDER TO ACHIEVE PLACEMENT IN CENTER OF PIPE OR BOX JOINT LENGTH.

4 - **TRENCH DAM DETAIL**
NOT TO SCALE

NOTES:

1) SEE GENERAL NOTES, SHEETS G-01 AND G-02, AND STREET AND ROW SECTIONS FOR ASPHALT REPLACEMENT AND SALVAGE.
2) SEE PAVEMENT/BASE CROSS SECTION FOR MATERIAL DEPTHS REQUIRED FOR STREET REPAIR.
3) IN SPECIFIED TRENCH OR EXCAVATION BACKFILL COMPACTION UNDER STREETS CANNOT BE ACHIEVED, BACKFILL TRENCH WITH CEMENT STABILIZED BACKFILL TO BOTTOM OF STREET BASE MATERIAL.
4) TRENCH BACKFILL TO BE COMPACTED TO 95% ASTM D1557 MODIFIED PROCTOR DENSITY.
5) MAXIMUM DEPTH PERMISSIBLE FOR OPEN CUT EXCAVATION METHODS (TRENCH, CUT AND COVER, ETC.) IS 50 FEET TO BOTTOM OF TRENCH.
6) CSB MEANS CEMENT STABILIZED BACKFILL
7) PLACE TRENCH IN DAM AT EVERY 200-LF ACCORDING TO TRENCH DAM DETAIL THIS SHEET.
8) FOR TRENCHES IN PAVED AREAS, SEE SHEET D-05 FOR PAVEMENT REPAIR DETAILS, AND SHEETS PP-01 THROUGH PP-02 FOR PAVEMENT REPAIR LIMITS.
9) TOPSOIL TO BE SALVAGED IN ACCORDANCE WITH SPECIFICATIONS.
10) ALLOW 24-HR SET UP TIME FOR CEMENT STABILIZED BACKFILL PRIOR TO THE NEXT LIFT OF BACKFILL.
11) FILTER USED TO WRAP CRUSHED AGGREGATE SHALL HAVE A MINIMUM TENSILE STRENGTH OF 370 x 250 lbs WHEN TESTED IN ACCORDANCE WITH ASTM D-4632. THE FABRIC USED SHALL EITHER BE MARAFI FILTERWEAVE 700X, OR APPROVED EQUAL.
12) CONTRACTOR HAS THE OPTION OF UTILIZING ADDITIONAL CEMENT STABILIZED BACKFILL BEYOND THE MINIMUM REQUIRED AT NO ADDITIONAL COMPENSATION.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
10/30/2023
HEATHER RAE FEBTER
100095
LICENSED PROFESSIONAL ENGINEER
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Lubbock, TX 79401
Phone - (806) 686-2700
Web www.freese.com

CITY OF LUBBOCK
DESIGN OF BLUESKY LATERAL
CIVIL
TRENCH DETAILS

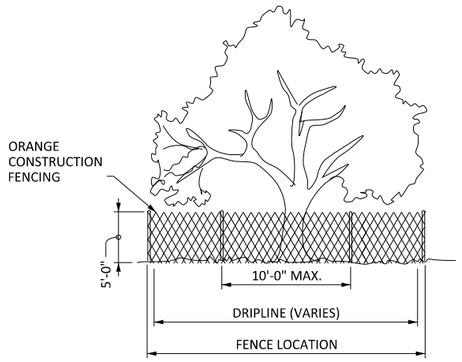
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1	ADDENDUM NO. 3	HRK	10/30/2023

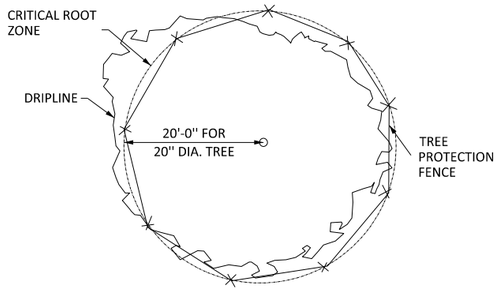
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F&N JOB NO. LUB22311
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DESIGNED HRK
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FILE NAME CV-TRT-PP-DETO1.sht

SHEET D-03
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NOTES:

2. CONTRACTOR SHALL DETERMINE APPROPRIATE MEANS OF PROTECTING TREES PER CITY REQUIREMENTS AND OBTAIN APPROVAL FROM CITY PLANNING DEPARTMENT.

3. ALL PROTECTED TREES THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES MUST BE REPLANTED. CONTRACTOR SHALL COORDINATE THIS EFFORT WITH WITH THE CITY UPON COMPLETION OF CONSTRUCTION ACTIVITIES.

4. ALL TREES SHOWN ON THE PLANS TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCES.

5. CRITICAL ROOT ZONE IS DEFINED AS 1'-0" FOR EVERY 1" OF TRUNK DIAMETER.

6. PROTECTIVE FENCING SHALL COMPLETELY SURROUND THE TREES OR GROUP OF TREES AND SHALL BE LOCATED AT THE OUTERMOST BRANCHES (DRIP LINE, CRITICAL ROOT ZONE).

7. EXCEPTIONS TO INSTALLING PROTECTIVE FENCING AT CRITICAL ROOT ZONES MAY BE PERMITTED WHERE THERE IS TO BE APPROVED CONSTRUCTION ACTIVITY.

8. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES, THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.

1 / TP-02 TREE PROTECTION DETAIL

NOT TO SCALE

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

HEATHER RAE REBSTOCK
100095
LICENSED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

10/30/2023

FREESE NICHOLS
1500 Broadway Street, Suite 206
Lubbock, TX 79401
Phone - (806) 686-2700
Web www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TREE PROTECTION DETAILS

NO.	ISSUE	BY	DATE
3	ADDENDUM NO. 3	HRK	10/30/2023

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	HRK
CHECKED	
FILE NAME	cv-tlt-qlktpp02.sht

SHEET SP-02

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ADDENDUM 4

BidTable Modification & Engineer's Addendum No. 4

RFP 24-17649-TF

Playa Lake 054 Lateral Extension – Blue Sky

DATE ISSUED: November 3, 2023

CLOSING DATE: November 7, 2023, at 3:00 p.m.

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

BidTable Modification

1. As of issuance of this addendum, the bidtable has been modified. Please utilize the updated table when submitting a response.

Engineer's Addendum No. 4

1. Please see Addendum No. 4, attached.

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

Teofilo Flores, Asst. Director
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, Texas 79401

Questions may be faxed to (806)775-2164 or Email to TKFlores@mylubbock.us
Questions are preferred to be posted on Bonfire.

THANK YOU,

Teofilo Flores

CITY OF LUBBOCK
Teofilo Flores
Asst. Director
City of Lubbock
Purchasing and Contracts Management Office

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

CITY OF LUBBOCK
BLUE SKY LATERAL
LUB22311

ADDENDUM NO. 4
November 3, 2023

00 91 04 ADDENDUM NUMBER 004

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

The Pre-Bid Questions Response Log documents all questions received by October 30, 2023 responses provided by Freese and Nichols, Inc. If a question warranted a change to the bid documents then those changes are reflected in the addenda and supporting documentation. If a question did not warrant a change to the bid documents, a response is provided as part of the response log, which has been included as an attachment to this Addendum.



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

TECHNICAL SPECIFICATIONS:

Section 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

A. Modification: Replace section in its entirety. Item numbers have been updated to reflect the changes to the bid form.

END OF ADDENDUM NO. 4

UPDATED TECHNICAL SPECIFICATIONS

01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

PART 1 - GENERAL

1.01 PAYMENT FOR MATERIALS AND EQUIPMENT

A. Payment will be made for materials and equipment materials properly stored and successfully incorporated into the Project less the specified retainage.

B. Provide a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of Liens. Provide documentation of payment for materials and equipment with the next Application for Payment. Remove items from the tabulation of materials and equipment if this documentation is not provided with the next Application for Payment.

C. Provide evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest.

D. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until final acceptance in accordance with the General Conditions.

E. Payment for materials and equipment does not constitute acceptance of the product.

1.02 MEASUREMENT AND BASIS FOR PAYMENTS ON LUMP SUM ITEMS

A. Measurement for progress payments is the invoice value for stored materials and the earned value for all other cost for constructing each item. Earned value is expressed as the value of the Work completed divided by the total value of installation cost. The total amount paid will be equal to the total lump sum amount for that item.

1.03 MEASUREMENT AND BASIS FOR PAYMENTS ON UNIT PRICE ITEMS

A. Measure the Work using the unit of measure indicated in this Section for each unit price line item. Payment will be made only for the actual measured unit and/or computed length, area, solid contents, number, and weight unless other provisions are made in the Contract Documents. Payment on a unit price basis will not be made for Work outside dimensions shown in the Contract Documents.

B. Payment will be made for the actual quantity of Work completed and for materials and equipment stored during the payment period. Payment amount is the Work quantity measured per Paragraph A above multiplied by the unit price for that line item in the Agreement.

1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS

A. Item 1 - Mobilization:

1. Include the following costs in this offer item:

a. Bonds and Insurance;

b. Transportation and setup of equipment;

c. Transportation and/or erection of all field offices, sheds and storage facilities;

d. Salaries for preparation of documents required before the first Application for Payment;

e. Salaries for field personnel assigned to the Project related to the mobilization of the Project; and

f. Mobilization may not exceed 5 percent of the total Contract Price.

2. Measuring for payment is on a lump sum basis. Payment for mobilization will be based on the earned value of Work completed.

B. Item 2 – Stormwater Pollution Prevention Plan:

1. Includes Stormwater Pollution Prevention Plan measures, furnished, installed, periodically inspected and properly maintained.

2. Measuring for payment is on a lump sum basis. Payment will be based on the percentage of the total storm sewer project that is accepted for payment. Payment will be made for up to 60% of the total amount, with the remaining 40% paid upon final stabilization and removal of measures. No payment will be made for measures that are not in compliance with the TPDES permit.

C. Item 3 – Barricades, Signs, and Traffic Handling:

1. Includes installation and removal of temporary paving, signage, barricades, channelization devices and work zone pavement markings.

2. Measuring for payment will be made on a lump sum basis. Partial payment will be made for this item based on the percentage of the total storm sewer project that is accepted for payment.

D. Items 4-9 – Storm Sewer Lines, Open Cut or Other than Open Cut:

1. Includes storm sewer conduit, trench excavation, compacted backfill, any special bedding or backfill, ties to existing pipelines, hauling, protection of existing utilities, testing of lines, project cleanup and any changing surface and/or subsurface conditions.

2. Measuring for payment will be made on a linear foot basis, up to the maximum quantity listed in the bid proposal, for pipe furnished and installed in accordance with the plans and specifications.

3. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses paved areas for Open Cut method:

Trench excavated, shoring installed, but conduit not installed	0.25
Trench excavated and conduit installed	0.50
Conduit installed and trench backfilled to street subgrade	0.80
Conduit installed and trench backfilled to street subgrade, leakage test completed	0.90
Applicable mandrel test completed	1.00

4. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses paved areas for Other than Open Cut method:

Tunnel or bore excavated and shoring installed	0.50

Conduit installed and tunnel or bore space grouted	0.75
Access shafts backfilled to street subgrade, applicable leakage test completed	0.90
Applicable mandrel test completed	1.00

5. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses unpaved areas for Open Cut method:

Trench excavated, shoring installed, but conduit not installed	0.25
Trench excavated and conduit installed	0.50
Conduit installed and trench backfilled to topsoil subgrade	0.80
Conduit installed and trench backfilled to topsoil subgrade, leakage test completed	0.90
Topsoil installed	0.95
Applicable mandrel test completed	1.00

6. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses unpaved areas for Other than Open Cut method:

Tunnel or bore excavated and shoring installed	0.50
Conduit installed and tunnel or bore space grouted	0.75
Access shafts backfilled to topsoil subgrade, applicable leakage test completed	0.90
Topsoil installed at access shafts	0.95
Grading and cleanup completed and applicable mandrel test completed	1.00

7. Cost for trench access safety system and Other than Open Cut access shaft safety system will be subsidiary to the unit price bid for storm sewer lines in Open Cut and Other than Open cut.

E. Items 10 and 11 – Storm Sewer Manholes and Tie to Existing Storm Sewer Manhole:

1. Includes installation of manhole riser sections, excavation, any special bedding and backfill and support, the ring and cover, any grade rings or appurtenances, the connection of the manhole to the lines, and other incidental work or connection of new storm sewer to existing storm sewer manhole, including all incidental work associated with the connection.
2. Measuring for payment will be made on a per unit basis for each manhole furnished and installed or connected.

F. Item 12 – Pavement Repair Residential:

1. Includes sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incidental to the work.
2. Includes Flexible Base material, hauling, spreading, wetting, rolling, compacting, blading, testing, and all other items incidental to work within the areas designated as eligible for payment on the Paving Plans.
3. Includes Prime Coat materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
4. Includes Asphaltic Concrete Pavement materials, hauling, placing, compacting, rolling, testing, tack coat, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans and in compliance with City requirements.

5. Measuring for payment of Pavement Repair Residential will be made on a per square yard basis for HMAC installed.
    a. Hot-Mix Asphaltic Concrete Paving will be used within the eligible limits along Hartford, 2nd, and Fordham Street.

G. Item 13 – Pavement Repair Collector:

1. Includes sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incidental to the work.
2. Includes Flexible Base material, hauling, spreading, wetting, rolling, compacting, blading, testing, and all other items incidental to work within the areas designated as eligible for payment on the Paving Plans.
3. Includes Prime Coat materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
4. Includes Asphaltic Concrete Pavement materials, hauling, placing, compacting, rolling, testing, tack coat, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans and in compliance with City requirements.
5. Measuring for payment of Pavement Repair Collector will be made on a per square yard basis for HMAC installed.
    a. Hot-Mix Asphaltic Concrete Paving will be used within the eligible limits along Erskine Avenue.

H. Item 14 – Pavement Repair Arterial:

1. Includes sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incidental to the work.
2. Includes Flexible Base material, hauling, spreading, wetting, rolling, compacting, blading, testing, and all other items incidental to work within the areas designated as eligible for payment on the Paving Plans.
3. Includes Prime Coat materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
4. Includes Asphaltic Concrete Pavement materials, hauling, placing, compacting, rolling, testing, tack coat, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans and in compliance with City requirements.
5. Measuring for payment of Pavement Repair Arterial will be made on a per square yard basis for HMAC installed.
    a. Hot-Mix Asphaltic Concrete Paving will be used within the eligible limits along Indiana Avenue.

I. Item 15 – Seal Coat:

1. Includes materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.

2. Measuring for payment of Seal Coat will be made on a per square yard basis for Seal Coat installed.

J. Items 16-21 - Reflective Pavement Marking:

1. Payment of reflective pavement markings will be made on a linear foot or per unit basis for pavement markings furnished and installed, as specified within the areas designated as eligible for payment on the Paving Plans.

K. Item 22 – Cofferdams:

1. Includes materials, installation, dewatering, removal, and all other items incidental to the work.
2. Measuring for payment will be made on a per unit basis for each cofferdam installed, dewatered, and removed. Partial payment can be requested for this item, up to 60% of the total amount can be requested after the installation and dewatering is complete. The remaining 40% will be paid upon completion of the work and subsequent removal of the cofferdam.

L. Items 23 - 25 – Inlet Structures:

1. Includes excavation, earthwork, grading, bedding, backfill, materials, all other appurtenances, and connection to the storm sewer conduit for tower and pre-cast inlet structures.
2. Inlet at Lake 054 is to be built early in project to support City of Lubbock FEMA map update efforts.
3. Measuring for payment will be made on a per unit basis for each inlet structure installed.

M. Item 26 – Articulated Concrete Block Mattresses and Geotextile Fabric:

1. Includes articulated concrete block mattresses, geotextile fabric, and any other materials, anchorages, labor, equipment, and superintendence necessary to install the mattresses as specified.
2. Measuring for payment will be made on a per square foot basis of articulated concrete block mattress installed as specified and according to manufacturer requirements.

N. Items 27-28 – Crossing Sanitary Sewer Line:

1. Includes all required for removal and replacement of crossing sanitary sewer lines, including cutting existing crossing pipe, new pipe as specified, connection to existing sanitary sewer line, existing pipe removal and disposal, required pump around, and any other materials, labor, equipment, and superintendence necessary to install new sanitary sewer lines at the listed diameters and at the locations shown on the plans.
2. Measuring for payment will be made on a per linear foot basis of sanitary sewer line installed as specified.

O. Items 29-34 – Crossing Water Line:

1. Includes all required for removal and replacement of crossing water lines, including cutting existing crossing pipe, new pipe as specified, ductile iron fittings, connection to existing water line, existing pipe removal and disposal, and any other materials, labor, equipment, and superintendence necessary to install new water lines at the listed diameters and at the locations shown on the plans.

2. Measuring for payment will be made on a per linear foot basis of water line installed as specified.

P. Item 35 – Remove Concrete Curb and Gutter:

1. Includes all sawing, chipping, breaking, hauling, disposal or recycling, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
2. Measuring for payment will be made on a per linear foot basis of curb and gutter removed and the Owner's Representative will be the final authority on the quantity eligible for payment.

Q. Item 36 – Concrete Curb and Gutter:

1. Includes all materials, labor, forms, placement, finishing, curing, subgrade preparation, ancillary pavement cuts and repairs, joint sealants, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
2. Measuring for payment will be made on a per linear foot basis of curb and gutter constructed.

R. Items 37 and 38 – Removal and Replacement of Concrete Flatwork:

1. Includes all sawing, chipping, breaking, hauling, disposal or recycling, and all other items incidental to removal of concrete flatwork (valley gutter, pilot channel, riprap, and sidewalk) as specified within the areas designated as eligible for payment on the Paving Plans.
2. Includes all materials, labor, forms, placement, finishing, curing, subgrade preparation, ancillary pavement cuts and repairs, joint sealants, and all other items incidental to the replacement of concrete flatwork (valley gutter, pilot channel, riprap, and sidewalk) as specified within the areas designated as eligible for payment on the Paving Plans.
3. Measuring for payment will be made on a per square yard basis of concrete flatwork removed and replaced and the Owner's Representative will be the final authority on the removal quantity eligible for payment.

S. Item 39 – Vegetation Restoration:

1. Includes sod, proper preparation of the soil, adequate watering and fertilization until vegetation is established.
2. Measuring for payment will be made on a per acre basis for sod of restored vegetation. Partial payment can be requested. Following installation up to 60% of the total payment may be requested. The remaining 40% will be held until the Owner's Representative determines vegetation has been established.

T. Items 40 and 41 – Gabions:

1. Includes all materials (including filter fabric, gabion containers, connectors, stones, backfill and appurtenances), tools, labor, equipment, and all other work incidental to install the gabion structures in accordance with the intent of the Drawings and Specifications.

2. Excavation and all subgrade preparation required for shaping the foundation for the wire containers shall be included in the unit price bid.

3. Measurement of gabion structures, complete in place, shall be based on the volume in cubic yards determined by the actual length, width, and height. Payment for the gabion structures shall be made at the price bid per cubic yard. This price shall compensate for furnishing and placing all materials.

1.05 MEASUREMENT AND BASIS FOR PAYMENT FOR ADDITIVE ALTERNATE ITEMS

A. Items A-1 and A-2 – Storm Water Treatment Device

1. Includes all materials, labor, equipment, and superintendence necessary to install water quality treatment units and connect to the storm sewer line in the locations shown on the plans and according to manufacturer requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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INDEX

1. NOTICE TO OFFERORS

2. GENERAL INSTRUCTIONS TO OFFERORS

3. TEXAS GOVERNMENT CODE § 2269

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    4-1. PROPOSAL SUBMITTAL FORM

    4-2. SUBMITTAL OF DOCUMENTS

    4-3. CONTRACTOR'S STATEMENT OF QUALIFICATIONS

5. POST-CLOSING DOCUMENT REQUIREMENTS – (to be submitted no later than seven business days after the close date when proposals are due)

    5-1. **FINAL** LIST OF SUB-CONTRACTORS

6. PAYMENT BOND

7. PERFORMANCE BOND

8. CERTIFICATE OF INSURANCE

9. CONTRACT

10. GENERAL CONDITIONS OF THE AGREEMENT

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NOTICE TO OFFERORS

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RFP 24-17649-TF
Playa Lake 054 Lateral Extension – Blue Sky

1. NOTICE TO OFFERORS

1.1. Offerors may submit proposals electronically by uploading required documents at the City of Lubbock's partner's website, Bonfire. This Request for Proposals is for your convenience in submitting an offer for the specified services. If submitting electronically, do not submit paper documents. If you choose to submit in hard copy, submit one original paper copy of your submittal to the office of the Director of Purchasing and Contract Management:

Physical: Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
13 14 Avenue K, 9th Floor
Lubbock, Texas 79401

Mailing: Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

MARK ENVELOPE WITH THE SOLICITATION NUMBER, TITLE, AND DUE DATE/TIME

1.2. Proposals will be opened in the office of the Director of Purchasing and Contract Management, Citizens Tower, 1314 Avenue K, Floor 9, Lubbock, Texas, 79401, and via teleconference as shown below at **2:00 PM on October 26, 2023**, or as changed by the issuance of formal addenda to all planholders, to furnish all labor and materials and perform all work for the construction of the above referenced.

1.3. After the expiration of the time and date above first written, said sealed proposals will be opened in the office of the Director of Purchasing and Contract Management and publicly read aloud. Bids will be opened via teleconference if date/time stamped on or before the deadline stated at the office listed above. The Zoom meeting information is as follows:

Website: https://zoom.us/j/9759171012?pwd=bkFtRTNlcXV1SkhWdkZiMDk4MXh2dz09
Meeting ID: 975 917 1012
Passcode: 1314

1.4. It is the sole responsibility of the offeror to ensure that his proposal is actually in the office of the Director of Purchasing and Contract Management for the City of Lubbock, before the expiration of the date above first written. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror.

1.5. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service

that provides a receipt. The City of Lubbock assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

1.6. Although offers may be submitted electronically, hard copy proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. THE CITY WILL NOT ACCEPT FAX PROPOSALS.

1.7. Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.

1.8. Proposals are due at **2:00 PM on October 26, 2023** and should be addressed to Marta Alvarez, Director of Purchasing and Contract Management, City of Lubbock, Texas, Citizens Tower, 1314 Avenue K, Floor 9, Lubbock, Texas, 79401. The City of Lubbock Council members will consider the proposals on **November 21, 2023**, at the Citizens Tower, 1314 Avenue K, Lubbock, Texas, or as soon thereafter as may be reasonably convenient, subject to the right to reject any or all proposals and waive any formalities. The successful offeror will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the successful offeror will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. Said statutory bonds shall be issued by a company carrying a current **Best Rating of "A" or better. THE BONDS MUST BE IN A FORM ACCEPTABLE TO THE CITY ATTORNEY. NO WORK ON THE CONTRACT SHOULD COMMENCE BEFORE THE BONDS ARE PROVIDED AND APPROVED.**

1.9 **NOTICE TO PROCEED WILL BE ISSUED 30 DAYS FOLLOWING THE AWARD OF THE CONTRACT BY THE LUBBOCK CITY COUNCIL.**

1.10. Please allow time to upload required documentation. **24hrs in advance is recommended.**

1.11. Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than 5% of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract and execute all necessary bonds within ten (10) business days after notice of award of the contract to the Offeror. **FAILURE OF THE OFFEROR TO INCLUDE PROPOSAL SECURITY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NON-RESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL**.

1.12. Copies of plans and specifications may be obtained at bidder's expense from the City of Lubbock Purchasing and Contract Management office. Plans and specifications can be viewed online and downloaded from https://ci-lubbock-tx.bonfirehub.com/portal/ at no cost. In the event of a large file size, please be patient when downloading or viewing. **BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.

1.13. Offerors may view the plans and specifications without charge at The Reproduction Company, 2102 Avenue Q, Lubbock, Texas 79405 or at http://pr.thereproductioncompany.com/ . **ONE SET OF PLANS AND SPECIFICATIONS MAY BE OBTAINED, AT THE CITY'S EXPENSE, FROM THE REPRODUCTION COMPANY WITH A $100 REFUNDABLE DEPOSIT, Phone: (806) 763-7770.** Deposit Checks shall be made **PAYABLE TO THE CITY OF LUBBOCK**, and will be refunded if documents are returned in good condition within **Sixty (60) days** of the opening of Proposals. Additional sets of plans and specifications may be obtained at the offeror's expense.

1.14. It shall be each offeror's sole responsibility to inspect the site of the work and to inform Offeror regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted.

2. PRE-PROPOSAL MEETING

2.10. For the purpose of familiarizing offerors with the requirements, answering questions, and issuing addenda as needed for the clarification of the Request for Proposals (RFP) documents, **a non-mandatory pre-proposal conference** will be held at **10:00AM, October 17, 2023, via teleconference**. The Zoom meeting information is as follows:

Website: https://zoom.us/j/9759171012?pwd=bkFtRTNlcXV1SkhWdkZiMDk4MXh2dz09
Meeting ID: 975 917 1012
Passcode: 1314

2.11. All persons attending the meeting will be asked to identify themselves and the prospective offeror they represent.

2.12. It is the offeror's responsibility to attend the pre-proposal meeting though the meeting is not mandatory. The City will not be responsible for providing information discussed at the pre-proposal meeting to offerors who do not attend the pre-proposal meeting. Attention of each offeror is particularly called to the schedule of general prevailing rate of per diem wages included in the contract documents on file in the office of the Purchasing and Contract Management Office of the City of Lubbock, which document is specifically referred to in this notice to offerors. Each offerors attention is further directed to Texas Government Code, Chapter 2258, Prevailing Wage Rates, and the requirements contained therein concerning the above wage scale and payment by the contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.

3. The City of Lubbock hereby notifies all offerors that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration for an award.

4. The City of Lubbock does not discriminate against persons with disabilities. City of Lubbock pre-proposal meetings and proposal openings are available to all persons regardless of disability. If you require special assistance, please contact the Purchasing and Contract Management Office at (806) 775-2572 write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

CITY OF LUBBOCK,

Marta Alvarez
DIRECTOR OF PURCHASING &
CONTRACT MANAGEMENT

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GENERAL INSTRUCTIONS TO OFFERORS

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GENERAL INSTRUCTIONS TO OFFERORS

1. OFFEROR INQUIRIES AND CLARIFICATION OF REQUIREMENTS

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

   1.2 **NO OFFEROR SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSALS (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

   Teofilo Flores, Asst. Director
   City of Lubbock
   Purchasing and Contract Management Office
   1314 Avenue K, Floor 9,
   Lubbock, Texas, 79401
   Fax: 806-775-2164
   Email: TKFlores@mylubbock.us
   Website: https://ci-lubbock-tx.bonfirehub.com/portal/

2. TIME AND ORDER FOR COMPLETION

   2.1 The construction covered by the contract documents shall be substantially completed within **270 Consecutive Calendar Days** from the date specified in the Notice to Proceed issued by the City of Lubbock to the successful offeror.

   2.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.

   2.3 Upon receipt of notice to proceed, and upon commencement of the work, the Contractor shall ensure daily prosecution of the work is conducted every business day until the work is completed, regardless if the work will be substantially or finally complete ahead of specified deadlines in the agreement, unless the City determines time off from said prosecution is necessary or reasonable and Contractor received said determination in writing from the City. Additionally, inclement weather shall be the only other reason consistent, daily prosecution of the work may not take place on those inclement weather days.

3. GUARANTEES

   3.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within One year from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Lubbock).

   3.2 Notwithstanding any provisions contained in the contractual agreement, the Contractor represents and warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and

firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Contractor warrants calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The City of Lubbock, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

3.3 The obligations contained herein apply to products and services provided by the Contractor, its sub-contractor or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

3.4 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

4. BASIS OF PROPOSALS AND SELECTION CRITERIA

4.1 The City uses the Competitive Sealed Proposals procurement method as authorized by the Texas Legislature and further defined by Texas Government Code Section 2269. The Maximum Point value is equal to 100 points. The weight factor is 60 points for Price, 30 points for Contractor Qualifications, and 10 points for Construction Time. The selection criteria used to evaluate each proposal includes the following:

4.1.1 **60 POINTS - PRICE:** The quality of Offerors is not judged solely by a low initial cost proposal or, conversely, eliminated solely because of a high initial cost proposal. The following is the formula used when determining price as a factor for construction contract proposals. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated. One at a time, each proposal is evaluated by taking the lowest proposal price and dividing it by the price of the proposal being evaluated. That fraction is then multiplied by the maximum point value of the price factor for the price score. For Example: (Lowest Price/Current Proposal Price) x Maximum Point Value = Price Score.

4.1.2 **30 POINTS - CONTRACTOR QUALIFICATIONS:** When evaluating a contractor's qualifications, the City uses the "Contractor's Statement of Qualifications" attached within, past experience with the contractor and the "Safety Record Questionnaire. The City may also interview the job superintendent at a time to be named after receipt of proposals.

4.1.3 Each evaluator assigns points based upon the responses the contractor provides in the "Contractor's Statement of Qualifications", any past experience with the contractor, and on safety record information submitted. The City may consider any incidence involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators base their rating primarily upon how well you document previous offenses with the date of the offense, location where the offense occurred, type of offense, final disposition of the offense, and any penalty assessed

4.1.4 The "Contractor's Statement of Qualifications" is a minimum.

4.1.4.1 You may provide additional pertinent information relevant to the project for which you are submitting this proposal in an appendix.

4.1.5 **10 POINTS - CONSTRUCTION TIME:** This criterion is, as with price, objective and evaluators use the following formula when determining construction time as a factor for construction contract proposals. The lowest construction time proposal of all the proposals becomes the standard by which all the construction time proposals are evaluated. One at a time,

each proposal is evaluated by taking the lowest construction time and dividing it by the construction time of the proposal being evaluated. That fraction is then multiplied by the maximum point value of the construction time factor for the construction time score. For example: (Lowest construction time/Current Proposal construction time) x Maximum Point Value = Construction Time Score)

4.1.6 **EVALUATION PROCESS:** Evaluators independently review and score each proposal. The Committee meets, to discuss the individual scores of each evaluator. If the individual scores are similar, the Chairperson may average the scores then rank offerors accordingly. If the scores are significantly diverse, the Chairperson initiates and moderates discussion to determine the reasons for the differences and ensures that all evaluators are fully knowledgeable of all aspects of the proposals. Scores may then be adjusted by the committee based on committee discussion.

4.1.7 *Please note that offerors with higher qualifications scores could be ranked higher than offerors with slightly better price scores.*

4.2 The estimated budget for the construction phase of this project is **$4,875,000.**

4.3 Proposals shall be made using the forms provided.

5. ADDENDA & MODIFICATIONS

5.1 Any changes, additions, or clarifications to the RFP are made by **ADDENDA** information available over the Internet at https://ci-lubbock-tx.bonfirehub.com/portal/. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.

5.2 Any offeror in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Director of Purchasing and Contract Management. At the request of the offeror, or in the event the Director of Purchasing and Contract Management deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Contract Management. Such addenda issued by the Purchasing and Contract Management Office will be available over the Internet at https://ci-lubbock-tx.bonfirehub.com/portal/ and will become part of the proposal package having the same binding effect as provisions of the original RFP. NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Lubbock Purchasing and Contract Management Office no later than five (5) calendar days before the proposal closing date.

5.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Lubbock shall not be legally bound by any explanation or interpretation that is not in writing. Only information supplied by the City of Lubbock Purchasing and Contract Management Office in writing or in this RFP should be used in preparing proposal responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

5.4 The City does not assume responsibility for the receipt of any addendum sent to offerors.

6. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

6.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements before submitting a proposal to ensure that their proposal meets the intent of these specifications.

6.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Request for Proposals. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposals.

6.3 **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Director of Purchasing and Contract Management and a clarification obtained before the proposals are received, and if no such notice is received by the Director of Purchasing and Contract Management prior to the opening of proposals, then it shall be deemed that the offeror fully understands the work to be included and has provided sufficient sums in its proposal to complete the work in accordance with these plans and specifications. If offeror does not notify the Director of Purchasing and Contract Management before offering of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of proposals.**

7. PROPOSAL PREPARATION COSTS

7.1 Issuance of this RFP does not commit the City of Lubbock, in any way, to pay any costs incurred in the preparation and submission of a proposal.

7.2 The issuance of this RFP does not obligate the City of Lubbock to enter into contract for any services or equipment.

7.3 All costs related to the preparation and submission of a proposal shall be paid by the offeror.

8. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

8.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Govt. Code 252.049(a)*

8.3 Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

8.4 Pursuant to Section 552.234(c) of the Texas Government Code, submit your open records request using the link provided below.
https://lubbocktx.govqa.us/WEBAPP/_rs/(S(quiyirflbtihahjnycegwpcs))/SupportHome.aspx

8.5 For more information, please see the City of Lubbock Public Information Act website at:
https://ci.lubbock.tx.us/pages/public-information-act

9. LICENSES, PERMITS, Taxes

9.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the offeror is or may be required to pay.

10. UTILIZATION OF LOCAL BUSINESS RESOURCES

10.1 Prospective offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their proposal submittal how they would utilize local resources.

11. CONFLICT OF INTEREST

11.1 The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock.

11.2 By signing and executing this proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this proposal.

11.3 ***It is not necessary to fill out the CIQ Form unless you have a business relationship that might cause a conflict of interest with the City of Lubbock***

11.4 Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire, Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the records administrator of the City of Lubbock not later than the Seventh business day after the date the person becomes aware of the facts that require the statement to be filed. The questionnaire can be found at:

https://www.ethics.state.tx.us/forms/conflict/

For the City of Lubbock, these forms should be filed with the City Secretary's Office, P.O. Box 2000, Lubbock, Texas, 79457

See Section 176.006, Local Government Code:
http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12. CONTRACT DOCUMENTS

12.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

12.2 All offerors shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

13. CERTIFICATE OF INTERESTED PARTIES

13.1 Effective January 1, 2016, Section 2252.908, as amended, of Chapter 2252 of the Texas Government Code requires certain business entities to submit an electronic disclosure form to the Texas Ethics Commission before entering into a contract with a local government entity when any of the following apply:

1) Contract requires an action or vote by the City Council (governing body); **OR**
2) Contract value is $1 Million or greater; **OR**
3) Contract is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code.

This must be done before executing the contract. The disclosure form may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. You must log in and create an account the first time you fill out the form. Tutorial videos on how to log in for the first time and how to fill out the form can be found through the link above. After you electronically submit the disclosure form, a screen will come up confirming the submission and assigning a certificate number. Then, you must print the form, have an authorized agent complete the declaration and sign, and provide it to the City (scanned email copy is acceptable).

13.2 A contract described by Subsection (b) of Government Code Section 2252.908 entered into by a governmental entity or state agency is voidable for failure to provide the disclosure of interested parties required by this section only if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity 's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice under Subdivision (1).

14. PLANS FOR USE BY OFFERORS

14.1 It is the intent of the City of Lubbock that all parties with an interest in submitting a proposal on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a proposal without charge. The contract documents may be examined without charge as noted in the Notice to Offerors.

15. PAYMENT

15.1 All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

16. AFFIDAVITS OF BILLS PAID

16.1 The City of Lubbock reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

17. MATERIALS AND WORKMANSHIP

17.1 The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

18. PLANS FOR THE CONTRACTOR

18.1 The contractor will, upon written request, be furnished up to a maximum of five sets of plans and specifications and related contract documents for use during construction. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others, as required for proper prosecution of the work contemplated by the Contractor.

19. PROTECTION OF THE WORK

19.1 The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the proposals have been opened and before the contract has been awarded, to require of an offeror the following information:

(a) The experience record of the offeror showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.

(b) A sworn statement of the current financial condition of the offeror.

(c) Equipment schedule.

20. TEXAS STATE SALES TAX

20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.

20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21. PROTECTION OF SUBSURFACE LINES AND STRUCTURES

21.1 It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The City of Lubbock agrees

that it will furnish Contractor the location of all such underground lines and utilities of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures, both known and unknown, cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Lubbock, Texas, and/or the owning utility at the Contractor's expense.

22. BARRICADES AND SAFETY MEASURES

22.1 The contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project.

23. EXPLOSIVES

23.1 The use of explosives will not be permitted

23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.

24. CONTRACTOR'S REPRESENTATIVE

24.1 The successful offeror shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful offeror shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25. INSURANCE

25.1 The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation. The Contractor shall procure and carry at his sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted before contract execution.

26. LABOR AND WORKING HOURS

26.1 Attention of each offeror is particularly called to the schedule of general prevailing rate of per diem wages included in these contract documents. The wage rate that must be paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as above mentioned. The offeror's attention is further directed to the requirements of Texas Government Code, Chapter 2258, Prevailing Wage Rates, providing for the payment of the wage schedules above mentioned and the offeror's obligations thereunder. The inclusion of the schedule of general prevailing rate of per diem wages in the contract documents does not release the Contractor from compliance with any wage law

that may be applicable. Construction work under this contract requiring an inspector will not be performed on Sundays or holidays unless the following conditions exist:

26.1.1 The project being constructed is essential to the City of Lubbock's ability to provide the necessary service to its citizens.

26.1.2 Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made a diligent effort to complete the contract within the allotted time.

26.2 Before construction work requiring an inspector is to be performed on Sundays or holidays, the Contractor must notify the Owner's Representative not less than three full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Owner's Representative to do such work. The final decision on whether to allow construction work requiring an inspector on Sundays or holidays will be made by the Owner's Representative.

26.3 In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

27. PAYMENT OF EMPLOYEES AND FILING OF PAYROLLS

27.1 The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week**. The Contractor and each of his subcontractors shall keep a record showing the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker. This record shall be open at all reasonable hours to inspection by the officers and agents of the City.** The Contractor must classify employees according to one of the classifications set forth in the schedule of general prevailing rate of per diem wages, which schedule is included in the contract documents. The Contractor shall forfeit as a penalty to the City of Lubbock on whose behalf this contract is made, **sixty dollars** for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages included in these contract documents.

28. PROVISIONS CONCERNING ESCALATION CLAUSES

28.1 Proposals submitted containing any conditions which provide for changes in the stated proposal price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the offeror without being considered.

29. PREPARATION FOR PROPOSAL

29.1 **The bidder shall submit his bid on forms furnished by the City, and all blank spaces in the form shall be correctly filled in, stating the price in numerals for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the unit price and the extended total for a bid item, the unit price will be taken. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.**

29.2 If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If a proposal is submitted by a firm, association, or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or

corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.

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

29.4 Proposal submittals may be withdrawn and resubmitted at any time before the time set for opening of the proposals, but no proposal may be withdrawn or altered thereafter.

30. BOUND COPY OF CONTRACT DOCUMENTS

30.1 Offeror understands and agrees that the contract to be executed by offeror shall be bound and include the following:

(a) Notice to Offerors.

(b) General Instructions to Offerors.

(c) Offeror's Submittal.

(d) Statutory Bonds (if required).

(e) Contract Agreement.

(f) General Conditions.

(g) Special Conditions (if any).

(h) Specifications.

(i) Insurance Certificates for Contractor and all Sub-Contractors.

(j) All other documents made available to offeror for his inspection in accordance with the Notice to Offerors.

30.2 If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

31. QUALIFICATIONS OF OFFERORS

31.1 The offeror may be required before the award of any contract to show to the complete satisfaction of the City of Lubbock that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy the City of Lubbock about the offeror's qualifications. The City of Lubbock may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the City of Lubbock all information for this purpose that may be requested. The offeror's proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the offeror fails to satisfy the City of Lubbock that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include but not be limited to:

(a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

(b) The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment, experience, and efficiency of the offeror.

(d) The quality of performance of previous contracts or services.

(e) The safety record of the Contractor and proposed Sub-Contractors

(f) The experience and qualifications of key project personnel

(g) Past experience with the Owner

31.2 Complete and submit the PROPOSED List of Sub-Contractors. Seven (7) business days after closing, complete and submit the FINAL List of Sub-contractors.

(a) If no sub-contractors will be used please indicate so.

31.3 Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Lubbock specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past five (5) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Lubbock specifications herein.

32. SELECTION

32.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of Lubbock considering the relative importance of evaluation factors included in this RFP.

32.2 NO INDIVIDUAL OF ANY USING DEPARTMENT (CITY OF LUBBOCK WATER UTILITIES OR OTHER) HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

32.3 The City shall select the offeror that offers the best value for the City based on the published selection criteria and on its ranking evaluation. The City shall first attempt to negotiate a contract with the selected offeror. The City and its engineer or architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

32.4 In determining best value for the City, the City is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

32.5 ***A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind.***

33. ANTI-LOBBYING PROVISION

33.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, OFFERORS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LUBBOCK CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF LUBBOCK

PURCHASING DEPARTMENT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

33.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

34. PROTEST

34.1 All protests regarding the RFP process must be submitted in writing to the City Director of Purchasing and Contract Management within 5 working days after the protesting party knows of the occurrence of the action which is protested relating to advertising of notices deadlines, proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager. All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.

35. PREVAILING WAGE RATES

35.1 Offerors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

35.2 A worker employed on a public work by or on behalf of the City of Lubbock shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

35.3 A contractor or subcontractor who violates Texas Government Code Section 2258.023 shall pay to the City of Lubbock $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

TEXAS GOVERNMENT CODE § 2269
SUBCHAPTER D.

SELECTING CONTRACTOR FOR CONSTRUCTION SERVICES THROUGH COMPETITIVE SEALED PROPOSALS

Sec. 2269.151. CONTRACTS FOR FACILITIES: COMPETITIVE SEALED PROPOSALS. (a) In this chapter, "competitive sealed proposals" is a procurement method by which a governmental entity requests proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

(b) In selecting a contractor through competitive sealed proposals, a governmental entity shall follow the procedures provided by this subchapter.

Sec. 2269.152. USE OF ARCHITECT OR ENGINEER. The governmental entity shall select or designate an architect or engineer to prepare construction documents for the project. The selected or designated engineer or architect has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

Sec. 2269.153. PREPARATION OF REQUEST. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The governmental entity shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Sec. 2269.154. EVALUATION OF OFFERORS. (a) The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. (b) Not later than the 45th day after the date on which the proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Sec. 2269.155. SELECTION OF OFFEROR. (a) The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based on:
(1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and (2) its ranking evaluation. (b) The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. (c) If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. In determining best value for the governmental entity, the governmental entity is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

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PROPOSAL SUBMITTAL FORM

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PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: November 7, 2023

PROJECT NUMBER: **RFP 24-17649-TF Playa Lake 054 Lateral Extension – Blue Sky**

Proposal of **MH Civil Constructors, Inc.** (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 270 **(to Substantial Completion)**

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

(not to exceed 270 consecutive calendar days to Substantial Completion / 300 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **270 Consecutive Calendar Days** with **final completion** within **300 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,000** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

City of Lubbock, TX
Public Works
RFP 24-17649-TF
Playa Lake 054 Lateral Extension – Blue Sky

MH Civil Constructors, Inc. of Amarillo, TX

#		QTY +/-	U/M	Unit Price	Extended Cost
Blue Sky - Indiana Ave Route					
#1-1	PROJECT MOBILIZATION	1	LS	265,825.00	265,825.00
#1-2	SWPPP	1	LS	10,000.00	10,000.00
#1-3	BARRICADES, SIGNS, AND TRAFFIC HANDLING	12	MO	26,000.00	312,000.00
#1-4	24" PIPE OPEN CUT	313	LF	300.00	93,900.00
#1-5	30" PIPE OPEN CUT (16-20 FT)	2094	LF	350.00	732,900.00
#1-6	30" PIPE OPEN CUT (20-24 FT)	2929	LF	370.00	1,083,730.00
#1-7	30" PIPE OPEN CUT (24-28 FT)	982	LF	550.00	540,100.00
#1-8	30" PIPE OPEN CUT (28-32 FT)	400	LF	737.00	294,800.00
#1-9	30" PIPE OTHER THAN OPEN CUT	56	LF	2,450.00	137,200.00
#1-10	TIE INTO EXISTING STORMWATER MH	1	EA	15,000.00	15,000.00
#1-11	STORM SEWER MANHOLES WITH RINGS AND COVERS	8	EA	64,000.00	512,000.00
#1-12	PAVEMENT REPAIR RESIDENTIAL	1680	SY	92.00	154,560.00
#1-13	PAVEMENT REPAIR COLLECTOR	180	SY	105.00	18,900.00
#1-14	PAVEMENT REPAIR ARTERIAL	4075	SY	133.00	541,975.00
#1-15	SEAL COAT	8200	SY	4.50	36,900.00
#1-16	REFLECTIVE PAVEMENT MARKING: 8" WHITE STRIPE	540	LF	3.00	1,620.00
#1-17	REFLECTIVE PAVEMENT MARKING: 4" WHITE STRIPE BROKEN	2150	LF	3.00	6,450.00
#1-18	REFLECTIVE PAVEMENT MARKING: 24" WHITE STRIPE	160	LF	50.00	8,000.00
#1-19	REFLECTIVE PAVEMENT MARKING: 4" YELLOW STRIPE	8850	LF	3.00	26,550.00
#1-20	REFLECTIVE PAVEMENT MARKING: 4" YELLOW STRIPE BROKEN	2150	LF	3.00	6,450.00
#1-21	REFLECTIVE PAVEMENT MARKING: ARROW	7	EA	1,000.00	7,000.00
#1-22	COFFERDAM	1	EA	209,000.00	209,000.00
#1-23	TOWER INLET STRUCTURE - 4 SIDED	1	EA	328,000.00	328,000.00
#1-24	PCO 15FT CURB INLET	2	EA	10,400.00	20,800.00
#1-25	PCU 15FT CURB INLET	2	EA	14,400.00	28,800.00
#1-26	ARTICULATED CONCRETE BLOCK MATTRESS AND GEOTEXTILE FABRIC	660	SF	73.00	48,180.00
#1-27	CROSSING SANITARY SEWER LINE, 6" DIAMETER	45	LF	218.00	9,810.00
#1-28	CROSSING SANITARY SEWER LINE, 8" DIAMETER	30	LF	220.00	6,600.00
#1-29	CROSSING WATERLINE, 3" DIAMETER	15	LF	230.00	3,450.00
#1-30	CROSSING WATERLINE, 4" DIAMETER	15	LF	230.00	3,450.00
#1-31	CROSSING WATERLINE, 6" DIAMETER	15	LF	230.00	3,450.00
#1-32	CROSSING WATERLINE, 8" DIAMETER	75	LF	214.00	16,050.00
#1-33	CROSSING WATERLINE, 12" DIAMETER	45	LF	218.00	9,810.00
#1-34	CROSSING WELL WATERLINE, 20" DIAMETER	15	LF	230.00	3,450.00
#1-35	REMOVE CONCRETE CURB AND GUTTER	26	LF	113.00	2,938.00
#1-36	INSTALL CONCRETE CURB (SLOTTED)	26	LF	164.00	4,264.00
#1-37	REMOVE CONCRETE FLATWORK	194	SY	39.00	7,566.00
#1-38	INSTALL CONCRETE FLATWORK	194	SY	123.00	23,862.00
#1-39	SOD	0.1	AC	59,600.00	5,960.00
#1-40	GABION WALLS	10	CY	1,260.00	12,600.00
#1-41	GABION MATTRESSES	35	CY	1,260.00	44,100.00
Add Alternate #1 - Contech Unit					
#2-1	CONTECH UNIT (CDS) CDS5653-10-C - 624005-20 INCLUDING INSTALLATION	1	EA	231,000.00	231,000.00
#2-2	CONTECH BYPASS VAULT SG0811 - 624005-30 INCLUDING INSTALLATION	1	EA	136,000.00	136,000.00

Total (Items 1-1 through 1-41): $ 5,598,000.00
Total (Items 2-1 through 2-2): $ 367,000.00
Total (Items 1-1 through 2-2): $ 5,965,000.00

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of five percent of contract amount Dollars ($ 5% of contract), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 11/7/2023

Authorized Signature

Jose Tellez
(Printed or Typed Name)

MH Civil Constructors, Inc.
Company

621 SW Sixth Ave, Amarillo, Tx 79101
Address

Amarillo, Potter
City, County

TX, 79101
State Zip Code

Telephone: 806 - 367-6043

Fax: _____ - _____

Email: bid@mh-civil.com

FEDERAL TAX ID or SOCIAL SECURITY No.

27-2016347

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 10/17/2023
Addenda No. 2 Date 10/25/2023
Addenda No. 3 Date 11/1/2023
Addenda No. 4 Date 11/3/2023

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

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.

Agreement Example
Review

This sample Agreement has been reviewed and

(X) is acceptable

( ) is acceptable as noted

Contractor Acknowledgement

In compliance with this solicitation, the undersigned, having examined the solicitation documents, instructions to offerors, documents associated with the request for proposals, 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**

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

By signing below, the terms stated have been reviewed and approved.

Company Name: MH Civil Constructors, Inc.

Signed By: _____

Print Name and Title: Jose Tellez | Project Engineer

Date: 11/7/2023

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
MH Civil Constructors, Inc.
(Here Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424
(Here Insert lull name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Lubbock, TX
(Here Insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
Five-Percent of the Total Contract Amount Dollars ($ 5% of Contract),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Design of Blue Sky Lateral RFP # PUR-2024-17649 CONTRACT # 17649 PROJECT NUMBER: 92743
(Here Insert lull name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of October , 20 23

Nolan Nunley (Witness) Estimator

MH Civil Constructors, Inc.
(Principal) (Seal)

(Title)

(Witness)

FCCI Insurance Company
(Surety) (Seal)

Cory B. Bentley Attorney-In-Fact

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Cory B. Bentley; Robert B. Bentley; Jarrett Hudson; Lauren Lane

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326536
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326536
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of October, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

Contractors Statement of Qualifications

Individual contractors and joint ventures submitting a bid must complete the following evaluation information for the Project. Joint ventures shall be composed of not more than two firms and each firm must complete separate evaluations. Evaluation information must be submitted at time of bid submittal. Failure to submit the following Bidder Evaluation information may result in the OWNER considering the bid non-responsive and result in rejection of the bid by the OWNER. Bidders are to provide any additional information requested by the OWNER.

In evaluating a firm's qualifications, the following major factors will be considered:

A. FINANCIAL CAPABILITY:

For this project, the CONTRACTOR'S financial capability to undertake the project will be determined by the CONTRACTOR'S ability to secure bonding satisfactory to the OWNER.

B. EXPERIENCE:

Do the organization and key personnel have appropriate technical experience on similar projects?

C. SAFETY:

Does the organization stress and support safety as an important function of the work process?

D. QUALITY OF WORK:

(1) Does the organization have a commitment to quality in every facet of their work - the process as well as the product?

(2) Does the organization have a written quality philosophy and/or principles that exemplifies their work? If so, submit as Attachment "A".

(3) Has this organization ever received an award or been recognized for doing "quality" work on a project? If so, give details under Attachment "A".

E. CONFORMANCE TO CONTRACT DOCUMENTS:

(1) Does the organization have a commitment and philosophy to construct projects as designed and as defined in the Contract Documents?

The OWNER reserves the right to waive irregularities in determining the firm's qualifications and reserves the right to require the submission of additional information.

The qualifications of a firm shall not deprive the OWNER of the right to accept a bid, which in its judgement is the lowest and best bid, to reject any and all bids, to waive irregularities in the bids, or to reject nonconforming, non-responsive, or conditional bids. In addition, the OWNER reserves the right to reject any bid where circumstances and developments have in the opinion of the OWNER changed the qualifications or responsibility of the firm.

Material misstatements on the qualifications forms may be grounds for rejection of the firm's bid on this project. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the firm will be liable to the OWNER for any additional costs or damages to the OWNER resulting from such misstatements, including costs and attorney's fees for collecting such costs and damages.

Complete the following information for your organization:

Contractor's General Information

Organization Doing Business As	**MH Civil Constructors, Inc.**					
Business Address of Principle Office	621 SW 6th Street					
	Amarillo, TX 79101					
Telephone Numbers						
Main Number	(806) 367-6043					
Fax Number	N/A					
Web Site Address	https://mh-civil.com/					
Form of Business (Check One)	X	A Corporation		A Partnership		An Individual
If a Corporation						
Date of Incorporation	February 26, 2010					
State of Incorporation	Texas					
Chief Executive Officer's Name	Saul B. Hernandez, PE, CCM					
President's Name	Juan A. Moreno					
Vice President's Name(s)	N/A					
Secretary's Name						
Treasurer's Name	Saul B. Hernandez, PE, CCM					
If a Partnership						
Date of Organization	N/A					
State whether partnership is general or limited						
If an Individual						
Name	N/A					
Business Address						
Identify all individuals not previously named which exert a significant amount of business control over the organization						
N/A						
Indicators of Organization Size						
Average Number of Current Full Time Employees	85	Average Estimate of Revenue for the Current Year	$18,000,000.00			

Contractor's Organizational Experience

Organization Doing Business As	**MH Civil Constructors, Inc.**
Business Address of Regional Office	621 SW 6th Ave Amarillo, TX 79101
Name of Regional Office Manager	Saul Hernandez, PE, CCM
Telephone Numbers	
Main Number	(806) 367-6043
Fax Number	N/A
Web Site Address	http://mh-civil.com/

Organization History

List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:

Names of Organization	From Date	To Date
MH Civil Constructors, Inc.	February 26, 2010	Present

List of companies, firms or organizations that own any part of the organization.

Name of companies, firms or organization	Percent Ownership
N/A	

Construction Experience

Years experience in projects similar to the proposed project:

As a General Contractor	13	As a Joint Venture Partner	N/A

Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?	No
If yes provide full details in a separate attachment. See attachment No.	
Has this or a predecessor organization been released from a bid or proposal in the past ten years?	No
If yes provide full details in a separate attachment. See attachment No.	
Has this or a predecessor organization ever been disqualification as a bidder or proposer by any local, state, or federal agency within the last five years?	No
If yes provide full details in a separate attachment. See attachment No.	
Is this organization or your proposed surety currently in any litigation or contemplating litigation?	No
If yes provide full details in a separate attachment. See attachment No.	
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?	No
If yes provide full details in a separate attachment. See attachment No.	

Contractor's Proposed Key Personnel

Organization Doing Business As	**MH Civil Constructors, Inc.**

Proposed Project Organization

Provide a brief description of the managerial structure of the organization and illustrate with an organizational cart. Include the title and names of key personnel. Include this chart at an attachment to this description. See attachment No.

Saul Hernandez serves as MH's General Manager in charge of pre-construction activities, project management, and general day to day activities.

Juan Moreno services as MH's Construction Manager in charge of coordinating and scheduling projects, materials deliveries, meeting with Owners, and serves as our ombudsman.

Manuel Flores serves as the MH's General Superintendent assisting project superintendents and foremen.

Raul Hernandez serves as MH's project and quality control engineer in charge of submittals, project management, startup and testing, coordinating with suppliers and subcontractors.

Provide a brief description of the managerial structure proposed for this project and illustrate with an organizational cart. Include the title and names of proposed key personnel and alternates. Include this chart at an attachment to this description. See attachment No.

Saul B. Hernandez will serve as the project manager.

Juan A. Moreno serves as the project superintendent.

Manuel Flores will serve as the safety officer and will assist the project superintendent when needed.

Raul Hernandez will serve as the project engineer / quality control.

Experience of Key Personnel

Provide information on the key personnel proposed for this project that will provide the following key functions. Provide information for candidates for each of these positions on the pages for each of these key personnel. Also provide biographical information for each primary and alternate candidate as an attachment. The biographical information must include the following as a minimum: technical experience, managerial experience, education and formal training, work history which describes project experience, including the roles and responsibilities for each assignment, and primary language. Additional information highlighting experience which makes them the best candidate for the assignment should also be included.

Role	Primary Candidate	Alternate Candidate
Project Manager	Saul B. Hernandez, PE	Saul B. Hernandez, PE
Project Superintendent	Juan A. Moreno	Juan A. Moreno
Project Safety Officer	Manuel A. Flores	Manuel A. Flores
Quality Control Manager	Raul B. Hernandez	Raul B. Hernandez

If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this project, indicate how time it to be divided between this project and their other assignments.

Proposed Project Managers

Organization Doing Business As	**MH Civil Constructors, Inc.**		
Primary Candidate			
Name of Individual	Saul B. Hernandez, PE, CCM		
Years of Experience as Project Manager	15		
Years of Experience with this organization	10		
Number of similar projects as Project Manager	45		
Number of similar projects in other positions	30		
Current Project Assignments			
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	15	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	5	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Josh Kristinek, PE	Name	Dwight Brandt, PE
Title/ Position	Project Manager	Title/ Position	Project Manager
Organization	City of Lubbock	Organization	Brandt Engineers
Telephone	(806) 775-3397	Telephone	(806) 353-7233
E-mail	JKristinek@mail.ci.lubbock.tx.us	E-mail	DLBrandt@brandtengineers.com
Project	98th & Salisbury Drainage	Project	Canadian WWTP, Fritch WL
Candidate role on Project	Project Superintendent	Candidates role on Project	Project Manager/Executive
Alternate Candidate			
Name of Individual	Raul B. Hernandez		
Years of Experience as Project Manager	7		
Years of Experience with this organization	6		
Number of similar projects as Project Manager	13		
Number of similar projects in other positions	18		
Current Project Assignments			
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	25	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	20	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Kerry Maroney, PE	Name	Kirt Harle, PE
Title/ Position	Project Manager / President	Title/ Position	Project Manager
Organization	Biggs & Mathews	Organization	Jacob & Martin
Telephone	(940) 766-0156	Telephone	(325) 695-1070
E-mail	skdm@bmiwf.com	E-mail	kirth@jacobmartin.com
Project	Archer City WTP	Project	Abilene 2nd Pressure Plane / Snyder WTP
Candidate role on Project	Project Engineer/Manager	Candidate role on Project	Project Engineer / Manager

Proposed Project Superintendent

Organization Doing Business As	**MH Civil Constructors, Inc.**		
Primary Candidate			
Name of Individual	Juan A. Moreno		
Years of Experience as Project Superintendent	14		
Years of Experience with this organization	10		
Number of similar projects as Superintendent	39		
Number of similar projects in other positions	26		
Current Project Assignments			
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	25	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	15	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	2	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Allen Phillips, PE	Name	Dwight Brandt, PE
Title/ Position	Project Manager	Title/ Position	Project Manager
Organization	Jacob & Martin	Organization	Brandt Engineers
Telephone	(325) 695-1070	Telephone	(806) 353-7233
E-mail	kirth@jacobmartin.com	E-mail	DLBrandt@brandtengineers.com
Project	Buffalo Gap Sanitary Sewer System	Project	Post Water Line Improvements
Candidate role on Project	Project Superintendent	Candidate role on Project	Project Superintendent
Alternate Candidate			
Name of Individual	Manuel A. Flores		
Years of Experience as Project Superintendent	13		
Years of Experience with this organization	9		
Number of similar projects as Superintendent	24		
Number of similar projects in other positions	1		
Current Project Assignments	6		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	25	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	5	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Kirt Harle, PE	Name	Allen Phillips, PE
Title/ Position	Project Manager	Title/ Position	Project Manager
Organization	Jacob & Martin	Organization	Jacob & Martin
Telephone	(325) 695-1070	Telephone	(325) 695-1070
E-mail	kirth@jacobmartin.com	E-mail	aphillips@jacobmartin.com
Project	Abilene 2nd Pressure Plane / Snyder WTP	Project	Stonewall Co. PS / Buffalo Gap San. Sys.
Candidate role on Project	Project Superintendent	Candidate role on Project	Project Superintendent

Proposed Project Safety Officer

Organization Doing Business As	**MH Civil Constructors, Inc.**		
Primary Candidate			
Name of Individual	Manuel A. Flores		
Years of Experience as Project Safety Officer	13		
Years of Experience with this organization	9		
Number of similar projects as Safety Officer	24		
Number of similar projects in other positions	16		
Current Project Assignments	6		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	25	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	20	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Kerry Maroney, PE	Name	Kirt Harle, PE
Title/ Position	Project Manager / President	Title/ Position	Project Manager
Organization	Biggs & Mathews	Organization	Jacob & Martin
Telephone	(940) 766-0156	Telephone	(325) 695-1070
E-mail	skdm@bmiwf.com	E-mail	kirth@jacobmartin.com
Project	Archer City WTP	Project	Abilene 2nd Pressure Plane / Snyder WTP
Candidate role on Project	Project Engineer/Manager	Candidate role on Project	Project Engineer / Manager
Alternate Candidate			
Name of Individual	Saul B. Hernandez, PE, CCM		
Years of Experience as Project Safety Officer	15		
Years of Experience with this organization	10		
Number of similar projects as Safety Officer	45		
Number of similar projects in other positions	3		
Current Project Assignments	0		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	15	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	5	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Josh Kristinek, PE	Name	Dwight Brandt, PE
Title/ Position	Project Manager	Title/ Position	Project Manager
Organization	City of Lubbock	Organization	Brandt Engineers
Telephone	(806) 775-3397	Telephone	(806) 353-7233
E-mail	JKristinek@mail.ci.lubbock.tx.us	E-mail	DLBrandt@brandtengineers.com
Project	98th & Salisbury Drainage	Project	Canadian WWTP, Fritch WL
Candidate role on Project	Project Superintendent	Candidate role on Project	Project Manager/Executive

Proposed Project Quality Control Manager

Organization Doing Business As	**MH Civil Constructors, Inc.**		
Primary Candidate			
Name of Individual	Raul B. Hernandez		
Years of Experience as Quality Control Manager	7		
Years of Experience with this organization	6		
Number of similar projects as Quality Manager	13		
Number of similar projects in other positions	18		
Current Project Assignments			
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	25	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	20	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Kerry Maroney, PE	Name	Kirt Harle, PE
Title/ Position	Project Manager / President	Title/ Position	Project Manager
Organization	Biggs & Mathews	Organization	Jacob & Martin
Telephone	(940) 766-0156	Telephone	(325) 695-1070
E-mail	skdm@bmiwf.com	E-mail	kirth@jacobmartin.com
Project	Archer City WTP	Project	Abilene 2nd Pressure Plane / Snyder WTP
Candidate role on Project	Project Engineer/Manager	Candidate role on Project	Project Engineer / Manager
Alternate Candidate			
Name of Individual	Saul B. Hernandez, PE, CCM		
Years of Experience as Quality Control Manager	15		
Years of Experience with this organization	10		
Number of similar projects as Quality Manager	45		
Number of similar projects in other positions	3		
Current Project Assignments	0		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
City of Stephenville Eastside Sewer Interceptor - Phase 1	15	October 2024	
Abilene Second Pressure Plane Supply Line - Phase 2	5	July 2023	
City of Vernon Solid Waste Transfer Station Rehabilitation	5	October 2023	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Josh Kristinek, PE	Name	Dwight Brandt, PE
Title/ Position	Project Manager	Title/ Position	Project Manager
Organization	City of Lubbock	Organization	Brandt Engineers
Telephone	(806) 775-3397	Telephone	(806) 353-7233
E-mail	JKristinek@mail.ci.lubbock.tx.us	E-mail	DLBrandt@brandtengineers.com
Project	98th & Salisbury Drainage	Project	Canadian WWTP, Fritch WL
Candidate role on Project	Project Superintendent	Candidate role on Project	Project Manager/Executive

Contractor's Project Experience and Resources

Organization Doing Business As	**MH Civil Constructors, Inc.**

Projects

Provide a list of major projects that are currently underway, or have been completed within the last ten years on Attachment A

Provide a description of your organizations approach to completing this project to provide best value for the Owner. Including a description of your approach in the following areas:

1. Contract administration
2. Management of subcontractor and suppliers
3. Time management
4. Cost control
5. Quality management
6. Project site safety
7. Managing changes to the project
8. Managing equipment
9. Meeting HUB / MWBE Participation Goal

Equipment

Provide a list of major equipment proposed for use on this project. Attach Additional Information if necessary

Equipment Item	Primary Use on Project	Own	Will Buy	Lease
See attached				

Division of Work between Organization and Subcontractor

What work will the organization complete using its own resources?

Excavation, Utility work, Sewer line and manhole tie in, Concrete flat work.

What work does the organization propose to subcontract on this project?

Pavement markings, Landscaping, Traffic Control, Asphalt

Contractor's Subcontractors and Vendors

Organization Doing Business As	MH Civil Constructors, Inc.

Project Subcontractors

Provide a list of subcontractors that will provide more than 10 percent of the work (based on contract amounts

Name	Work to be Provided	Est. Percent of Contract	HUB/MWBE Firm
FC Traffic Control	Traffic Control	<10%	
TRP Construction	Pavement Markings	<10%	
H&B Paving	HMAC	<10%	

Provide information on the proposed key personnel, project experience and a description of past relationship and work experience for each subcontractor listed above using the Project Information Forms.

Equipment Vendors

Provide a list of major equipment proposed for use on this project. Attach Additional Information if necessary

Vendor Name	Equipment / Material Provided	Furnish Only	Furnish and Install	HUB/MWBE Firm
Old Castle Infrastructure	Pre-cast Concrete	X		
TBD	Pipe	X		
A-1 building Supply	Rebar	X		
Contech	Mattress & CDS Unit	X		

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Current Projects and Project Completed within the last 10 Years

Project Owner	City of Stephenville	Project Name	City of Stephenville Eastside Sewer Interceptor - Phase I
General Description of Project:	Construction of approximately 18,000 linear feet of 30" to 48" FRP pipe via open cut, 48" to 60" steel casing via auger bore and 605 linear feet of 54" hand tunneling.		
Project Cost	$22,517,000.00	Date Project Completed	*In Progress*

Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Nick Williams, PE	City Manager	City of Stephenville	254-918-1223	nickwilliams@stephenvilletx.gov
Designer	Landon Allen, PE	Project Engineer	Parkhill	817-633-0431	lallen@parkhill.com
Construction Manager	N.A.				

Project Owner	City of Abilene	Project Name	Abilene Second Pressure Plane Supply Line - Phase 2
General Description of Project:	Installation of approximately 23,500 linear feet of 30" PVC water line including all valves, fittings, bores, and incidentals.		
Project Cost	$11,621,860	Date Project Completed	In Progress

Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Katherine Beeman	Project Engineer	City of Abilene	(325) 437-4998	katherine.beeman@abilenetx.gov
Designer	Kirt Harle, PE	Design Engineer	Jacob & Martin	(325) 695-1070	kirth@jacobmartin.com
Construction Manager	N.A.				

Project Owner	City of Amarillo	Project Name	Amarillo Martin Road Lake Improvements: Phase 3 and 4
General Description of Project:	Demolition of existing structures/pipe. Install of large storm drain lines, junction boxes, new fishing pond, sidewalk, parking lot, and other improvements.		
Project Cost	$10,888,000	Date Project Completed	In Progress

Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Adam Stewart	Project Engineer	City of Amarillo	(806) 378-6440	adam.stewart@amarillo.gov
Designer	Jaime Ordonez, PE	Design Engineer	HDR	(972) 960-4464	jaime.ordonez@hdrinc.com
Construction Manager	N.A.				

Current Projects and Project Completed within the last 10 Years

Project Owner	City of Lubbock		Project Name	Lubbock North WTP 8 MGD GST	
General Description of Project: Subcontractor to DN Tanks LLC for earthwork including excavation, concrete, etc. for 8MGD GST					
Project Cost	$3,472,799		Date Project Completed	In Progress	
Key Project Personnel		Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name		Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Josh Kristinek, PE	Project Engineer	City of Lubbock	806-775-2342	JKristinek@mylubbock.us
Designer	Tina E. Hanson	Design Engineer	Garver	817-740-9575	
Construction Manager	N.A.				

Project Owner	City of Amarillo		Project Name	Martin Rd. Lake Improvements - Dale St Repairs 2019	
General Description of Project: Installation of storm concrete structures with collection system for drainage outfall into Lake, as well as embankment erosion control.					
Project Cost	$1,223,000.00		Date Project Completed	May 2020	
Key Project Personnel		Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name		Raul B. Hernandez	Manuel Flores	Saul B. Hernandez	Raul B. Hernandez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Adam Stewart	Assistant City Engineer	City of Amarillo	(806) 378-4265	adam.stewart@amarillo.gov
Designer	Curtis Beitel	Design Engineer	HDR	(817) 333-2817	curtis.beitel@hdrinc.com
Construction Manager	Clayton Scales		KSA Engineers	(806) 335-1600	cscales@ksaeng.com

Project Owner	City of Lubbock		Project Name	North WTP Improvements Project No. 3 & South WTP Uprating	
General Description of Project: Improvements to existing Water Treatment Plant including but not limited to numerous **large valve replacements and 36" hand tunnel**.					
Project Cost	$15,719,127.00		Date Project Completed	February 2022	
Key Project Personnel		Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name		Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Josh Kristinek, PE	City Engineer	City of Lubbock	(806) 775-3397	jkristinek@mylubbock.us
Designer	Marshall Plunk, PE	Design Engineer	Plummer Associates, Inc.	817-806-1700	mplunk@plummer.com
Construction Manager	N.A.				

Current Projects and Project Completed within the last 10 Years

Project Owner	City of Lubbock		Project Name	Lubbock Pressure Zone Delineation and Off-Site Water Lines	
General Description of Project:	Installing 110 LF of 48" casing pipe via hand tunnel, valves at strategic locations, 30" and 36" line stops, connection to 36" water line, 2,437 LF of 20" of water line.				
Project Cost	$2,426,000.00		Date Project Completed	February 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager	
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Josh Kristinek, P.E.	Assistant City Engineer	City of Lubbock	(806) 775-3397	jkristinek@mylubbock.us
Designer	Ryan Opgenorth, PE	Project Engineer	Freese & Nichols, Inc.	(817) 735-7399	rmo@freese.com
Construction Manager	N.A.				

Project Owner	City of Borger		Project Name	Main St Water & Sewer Improvements; McGee St Sewer Improvements	
General Description of Project:	Installation of approximately 3,000 LF of sewer and water lines with steel casing, along with manholes and installation of lift station				
Project Cost	$1,694,341.00		Date Project Completed	August 18, 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager	
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Eddie Edwards	City Manager	City of Borger	(806) 273-0900	eedwards@borger.gov
Designer	Scott W. Honeyfield, PE	Design Engineer	Parkhill	(806) 473-3622	shoneyfield@parkhill.com
Construction Manager	N.A.				

Project Owner	City of Lubbock		Project Name	98th & Salisbury Drainage	
General Description of Project:	Removal and replacement of concrete and asphalt paving, sidewalk, curb and gutter, installation of 858 LF of 5'x4' reinforced concrete culverts, 24" RCP, and other related work.				
Project Cost	$875,000.00		Date Project Completed	August 19, 2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager	
Name	Saul Hernandez, PE	Juan A. Morano	Manuel Flores	Raul Hernandez, PE	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	John Turpin, PE	Chief Water Utilities Engineer	City of Lubbock	(806) 775-2342	jturpin@mail.ci.lubbock.tx.us
Designer	Kevin Morris, PE	Street Engineer	City of Lubbock / FNI	(806) 775-2339	N/A
Construction Manager	N.A.				

Current Projects and Project Completed within the last 10 Years

Project Owner	City of Wichita Falls	Project Name	2018 Kemp Monroe Drainage Project Phase 2
General Description of Project:	Demo 13 blocks of streets. Install box culverts, RCP, RC pavement & sidewalk, concrete curb & inlets, pedestrian ramps, perform water lowerings, and sewer line removal and replacement.		
Project Cost	$4,112,000	Date Project Completed	January 6, 2020

Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Vikesh Desai, E.I.T., CFM	Project Engineer	City of Wichita Falls	(940) 761-7484	vikesh.desai@wichitafallstx.gov
Designer	Blane Boswell, P.E.	Design Engineer	City of Wichita Falls	(940) 761-7484	blane.boswell@wichitafallstx.gov
Construction Manager	N.A.				

Project Owner	Lubbock Power & Light	Project Name	LP&L 53rd & Loop 289 Bore
General Description of Project:	Install approx. 4,700 LF of 5" rigid steel conduit, 360 LF of 24" steel casing, 2,130 LF of 5" Sch 40 PVC conduit (in casing in bore) and landscaping & irrigation improvements.		
Project Cost	$586,834.00	Date Project Completed	June 7, 2017

Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Eduardo Rodriguez, PE	Electrical Engineering Manager	Lubbock Power & Light	(806) 775-2509	
Designer	Kristi Laverty, PE	Design Engineer	Parkhill	(806) 473-2200	
Construction Manager	N.A.				

Project Owner	City of Amarillo	Project Name	Water & Sewer Relocations for TxDOT Loop 335 ROW Expansion Project Ph II
General Description of Project:	Install approx. 2,353 LF of 42" PVC SL, 2,309 LF of 30" PVC WL & replace 421 LF of 10" SS Main w/ 16" HDPE pipe along with FRP manholes.		
Project Cost	$1,557,651.46	Date Project Completed	August 22, 2014

Key Project Personnel	Project Manager	Project Superintendent	Safety Officer	Quality Control Manager
Name	Saul Hernandez, PE	Juan A. Moreno	Manuel Flores	Saul Hernandez, PE

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Jarrett Atkinson	City Manager	City of Amarillo	(806) 378-3000	
Designer	Jonathan Gresham	Design Engineer	City of Amarillo	(806) 378-3000	
Construction Manager	N.A.				

Attachment B

Project Information

Project Owner	City of Lubbock	Project Name	Lubbock North WTP Improvements and South WTP Uprating

General Description of Project

Construction of new Backwash Waste Handling Basin,Sedimentation Basin Sludge Removal Mechanism System replacement, Flocculation and Sedimentation Basin Slide Gates and blowdown valves replacement, Filter Valves and Actuators replacement, TSR Piping Modifications, Membrane System Expansion, Sedimentation Basin Plate Settler Expansion

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$15,000,000		Notice to Proceed	March 24, 2020	
Change Orders	$719,127.00	4.8%	Contract Substantial Completion Date at Notice to Proceed		540
Owner Enhancements			Contract Final Completion Date at Notice to Proceed		600
Unforeseen Conditions			Change Order Authorized Substantial Completion Date		
Design Issues			Change Order Authorized Final Completion Date		668
Total			Actual / Estimated Substantial Completion Date	March 2, 2022	625
Final Cost	$15,719,127.00	104.8%	Actual / Estimated Final Completion Date		

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Percentage of Time Devoted to the Project	10%	100%	50%	10%
Proposed for this Project	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.				
Reason for change.				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Josh Kristinek	Owners Contact	City of Lubbock	806-775-3397	jkristinek@mylubbock.us
Designer	Marshall Plunk, PE	Design Engineer	Plummer	817-806-1700	mplunk@plummer.com
Construction Manager	James Naylor, PE	Project Manager	Freese & Nicholes, Inc.	214-217-2223	James.Naylor@freese.com
Surety	Cory Bentley	President	Upshaw Insurance	806-468-0400	coryb@upshaw-insurance.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	0	Total Amount involved in Resolved Issues	0	Number of Issues Pending	0	Total Amount involved in Resolved Issues	0

Project Information

Project Owner	City of Lubbock	Project Name	Lubbock North WTP 8 MGD GST

General Description of Project

Subcontractor to DN Tanks LLC for earthwork including excavation, concrete, etc. for 8MGD GST

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$3,472,799.00	100%	Notice to Proceed	Sep 13, 2021	
Change Orders			Contract Substantial Completion Date at Notice to Proceed	Sep 13, 2022	365
Owner Enhancements	$596,765.82	17.2%	Contract Final Completion Date at Notice to Proceed	Nov 12, 2022	425
Unforeseen Conditions	$0.00	0%	Change Order Authorized Substantial Completion Date	Sep 13, 2022	365
Design Issues	$0.00	0%	Change Order Authorized Final Completion Date	Nov 12, 2022	425
Total	$596,765.82	17.2%	Actual / Estimated Substantial Completion Date	Sep 13, 2022	365
Final Cost	$4,069,564.82	117.2%	Actual / Estimated Final Completion Date	On Going	

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Percentage of Time Devoted to the Project				
Proposed for this Project	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.				
Reason for change.				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Josh Kristinek, PE	Project Engineer	City of Lubbock	806-775-2342	JKristinek@mylubbock.us
Designer	Tina E. Hanson	Design Engineer	Garver	817-740-9575	
Construction Manager	N/A				
Surety					

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	0	Total Amount involved in Resolved Issues	0	Number of Issues Pending	0	Total Amount involved in Resolved Issues	0

Attachment B

Project Information

Project Owner	City of Abilene	Project Name	Abilene Second Pressure Plane Supply Line - Phase 2

General Description of Project

Installation of approximately 23,500 linear feet of 30" PVC water line including all valves, fittings, bores, and incidentals.

Project Budget and Schedule Performance

Budget History

	Amount	% of Bid Amount
Bid	$11,621,860.00	100%
Change Orders		
Owner Enhancements	$0.00	0%
Unforeseen Conditions	$0.00	0%
Design Issues	$0.00	0%
Total	$0.00	0%
Final Cost	$11,621,860.00	100%

Schedule Performance

	Date	Days
Notice to Proceed	Aug 24, 2022	
Contract Substantial Completion Date at Notice to Proceed	Jun 20, 2023	300
Contract Final Completion Date at Notice to Proceed	Jul 30, 2023	340
Change Order Authorized Substantial Completion Date	Jun 20, 2023	300
Change Order Authorized Final Completion Date	Jul 30, 2023	340
Actual / Estimated Substantial Completion Date	Jun 20, 2023	300
Actual / Estimated Final Completion Date	On Going	

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Percentage of Time Devoted to the Project				
Proposed for this Project	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.				
Reason for change.				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Katherine Beeman	Project Engineer	City of Abilene	(325) 437-4998	katherine.beeman@abilenetx.gov
Designer	Kirt Harle, PE	Design Engineer	Jacob & Martin	(325) 695-1070	kirth@jacobmartin.com
Construction Manager	N.A.				
Surety	Cory Bentley	President	Upshaw Insurance Agency	(806) 468 - 0400	coryb@upshaw-insurance.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	0	Total Amount involved in Resolved Issues	0	Number of Issues Pending	0	Total Amount involved in Resolved Issues	0

Attachment B

Project Information

Project Owner	City of Stephenville	Project Name	City of Stephenville Eastside Sewer Interceptor-Phase 1
General Description of Project *Under Construction*			
Installation of approximately 16,264 LF of sewer pipe with steel casing and installation of manholes, along with all other appurtenaces			

Project Budget and Schedule Performance

Budget History

	Amount	% of Bid Amount
Bid	$22,517,000.00	100%
Change Orders		
Owner Enhancements	$164,500.00	0.7%
Unforeseen Conditions	$0.00	0%
Design Issues	$0.00	0%
Total	$0.00	0%
Final Cost	$22,681,500.00	100.7%

Schedule Performance

	Date	Days
Notice to Proceed	Apr 17, 2023	540
Contract Substantial Completion Date at Notice to Proceed	Oct 8, 2024	540
Contract Final Completion Date at Notice to Proceed	Dec 7, 2024	600
Change Order Authorized Substantial Completion Date	Oct 8, 2024	540
Change Order Authorized Final Completion Date	Dec 7, 2024	600
Actual / Estimated Substantial Completion Date	Oct 8, 2024	540
Actual / Estimated Final Completion Date	On Going	

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Percentage of Time Devoted to the Project				
Proposed for this Project	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.				
Reason for change.				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Nick Williams, PE	City Manager	City of Stephenville	254-918-1220	nwilliams@stephenvilletx.gov
Designer	Ryan Kennerly	Design Engineer	Parkhill	806-376-8600	rkennerly@parkhill.com
Construction Manager	N/A				
Surety	Cory Bentley	President	Upshaw Insurance Agency	806-468-0400	coryb@upshaw-insurance.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	0	Total Amount involved in Resolved Issues	0	Number of Issues Pending	0	Total Amount involved in Resolved Issues	0

Project Information

Project Owner	City of Amarillo	Project Name	Amarillo Martin Road Lake improvements: Phase 3 and 4

General Description of Project

Demolition of existing structures/pipe. Installation of storm drain lines ranging from 21" to 72" diameter, 16 Large junction boxes ranging from 2' x 2' to 12.5' x 5', new fishing pond, sidewalk, parking lot, and other improvements.

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$10,888,000.00	100%	Notice to Proceed	Mar 21, 2022	
Change Orders			Contract Substantial Completion Date at Notice to Proceed	Jun 14, 2023	450
Owner Enhancements	$391,195.00	3.6%	Contract Final Completion Date at Notice to Proceed	Jul 14, 2023	480
Unforeseen Conditions	$0.00	0%	Change Order Authorized Substantial Completion Date	Jun 14, 2023	450
Design Issues	$0.00	0%	Change Order Authorized Final Completion Date	Jul 14, 2023	480
Total	$0.00	0%	Actual / Estimated Substantial Completion Date	Jun 14, 2023	450
Final Cost	$11,279,195.00	103.6%	Actual / Estimated Final Completion Date	On Going	

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Percentage of Time Devoted to the Project				
Proposed for this Project	Saul B. Hernandez, PE	Juan A. Moreno	Manuel Flores	Raul B. Hernandez, PE
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.				
Reason for change.				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Adam Stewart	Project Engineer	City of Amarillo	806-378-6440	adam.stewart@amarillo.gov
Designer	Jaime Ordonez	Design Engineer	HDR	972-960-4464	jaime.ordonez@hdrinc.com
Construction Manager	N/A				
Surety					

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	0	Total Amount involved in Resolved Issues	0	Number of Issues Pending	0	Total Amount involved in Resolved Issues	0

MH Civil Constructors, Inc.

PRILIMINARY
LIST OF MAJOR EQUIPMENT AVAILABLE FOR THIS PROJECT

EQUIPMENT	CONDITION	OWN	RENT
Medium Truck (2000-Gal water)	Good	X	
Heavy Truck w/ Lowboy / end dump	Good	X	
Forklift, 8000-lb	Good	X	
Skid loader	Good	X	
CAT 308 Exc – 3' – 11'	Good	X	
CAT 320 Exc – 12' – 17'	Good	X	
CAT 345 Exc – 17' – 25'	Good	X	
CAT 390 Exc – 23' – 38'	Good	X	
CAT 926M Wheel Loader	Good	X	
CAT 966K Wheel Loader	Good	X	
CAT 740 Articulated Truck	Good	X	
Breaker Attachment	Good	X	
24" Roller	Good	X	
84" Roller	Good	X	
Auger Boring Machine & Augers	Good	X	
Layout / Survey Equipment	Good	X	
Trench Box 8T x 16L	Good	X	
Trench Box 10T x 10L , EA	Good	X	
Dewatering Pump, 6'	Good	X	
Concrete core drill	Good	X	



City of Lubbock

Request for Proposal

Playa Lake 054 Lateral Extention – Blue Sky RFP 24 – 17649-TF

Statement of Qualifications

November, 7 2023

MH Civil Constructors, Inc.


City of
Lubbock
TEXAS
MH Civil Constructors, Inc.

November 7, 2023

Director of Purchasing
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

Re: RFP 24-17649-TF Playa Lak 054 Lateral Extension – Blue Sky

Dear Review Committee:

The staff at MH Civil Constructors, Inc. have reviewed the requirements of the subject project. The MH Team is uniquely qualified and has a thorough understanding of the details for the Project. Differentiating factors that will benefit the City of Lubbock by selecting MH include the following:

- **Local Presence and Knowledge** – MH is experienced in efficiently meeting with City staff to coordinate shutdowns and general day to day operations. **Our team has worked with The City of Lubbock on numerous projects, some including similar scopes of work to Playa Lake Lateral Extension.** Our team understands working in rural, residential, and business districts and the organization of relaying information to suppliers, subcontractors, and City staff.

- **Team Experience** – The MH Team has successfully delivered projects involving similar scopes for municipalities. Our Team members have large personal stakes in the City's growth and success, and we are committed to delivering a successful project for the City of Lubbock. We have in-house engineers that understand the requirements and intricacies of working with TxDOT, rail companies and suppliers.

- **Access to Residences & Businesses** – Before any construction begins, we will communicate with residences and businesses that there will be construction taking place around them. In the past, we have met at community centers, and delivered flyers so they are informed.

We are extremely confident in our abilities to provide you with the requested construction services. Please feel free to contact us if you have any questions related to our Statement of Qualifications. We look forward to the next step in the construction selection process for this Project and, we are committed to continuing a long-term, successful partnership with the City of Lubbock.

Respectfully yours,

MH CIVIL CONSTRUCTORS, INC.



Jose Tellez
Project Engineer

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Project Understanding and Approach.....3
Team Qualifications and Staffing 4
Past Projects.....6
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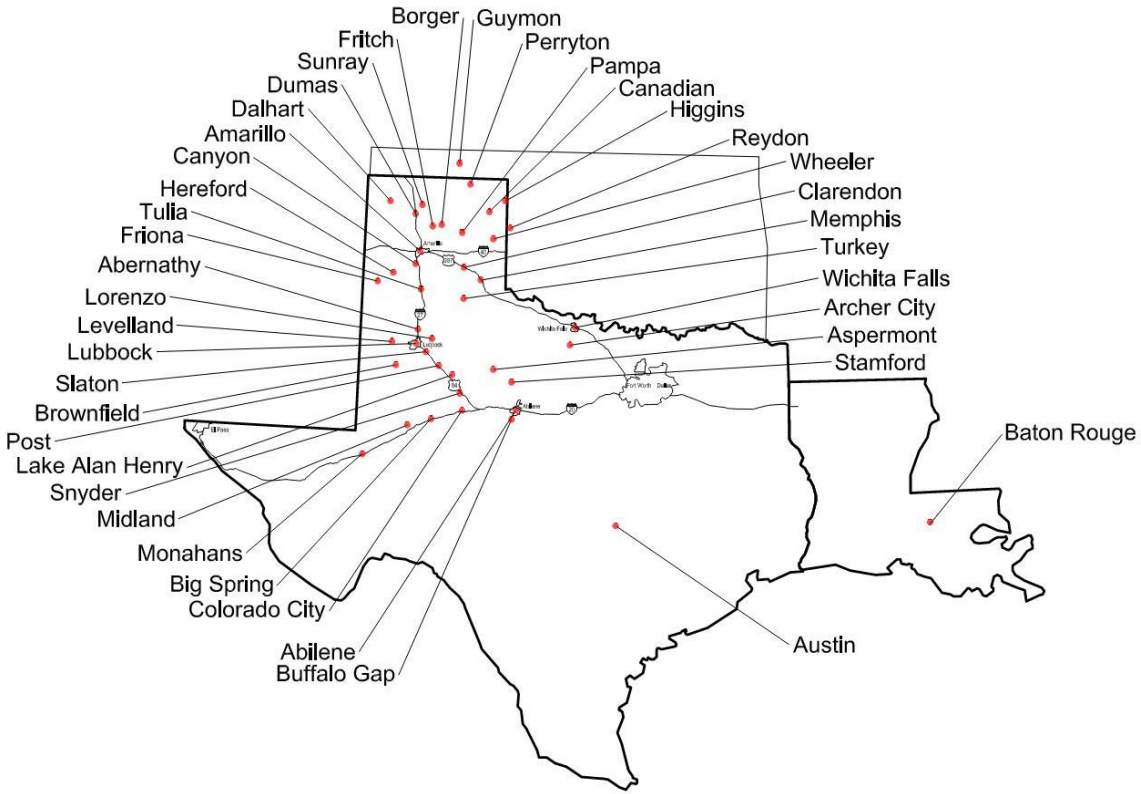
Firm Introduction

Resources and Capabilities

MH Civil Constructors, Inc. (MH) is a full-service, turnkey contractor specializing in water, wastewater, and stormwater conveyance and treatment.

We are headquartered in Amarillo, Texas. Our company was founded in 2010 on the principles of professionalism, accountability, and a mutual respect. MH has excellent banking and bonding relationships that allow us to pursue this project. We are fully capable of providing 100 percent payment and performance bonds with one surety firm for this project. Our insurance policy limits meet and exceed the required limits and coverages.

Since opening in 2010, MH has grown into a full-service contractor employing engineers, constructors, and support professionals. This project will be managed out of Amarillo and key members will respond promptly to your needs.



The Places We Have Worked

Firm Philosophy

Our vision is to maintain our core services and expand into areas that are a natural extension of our company's skill set by attracting smart, common sense people, and retaining them. Every employee has a personal and professional obligation to the company's success, and we realize that our success is entirely dependent on yours.

Project Understanding and Approach

Project Goals

With MH Civil's extensive expertise in stormwater systems, exemplified by three recent successful installation projects, the company stands as the prime candidate for this substantial undertaking.

This project is located in Lubbock, Texas and Lubbock County, and it encompasses the construction of a new storm sewer line from Playa Lake behind Blue Sky on 4th & Indiana continuing North on Indiana to Fordham Street.

When installing a new storm sewer line in Lubbock, Texas, several crucial components must be considered to ensure efficient drainage and prevent flooding. Quality materials, such as durable pipe, are imperative to withstand the region's weather conditions and potential soil erosion. Adequate slope and grade must be established to facilitate proper water flow and ensure swift drainage during heavy rainfall. Additionally, the incorporation of appropriate inlet structures, including catch basins and manholes, is vital for capturing and diverting stormwater runoff effectively. Finally, adherence to local regulations and permitting processes is essential to ensure compliance with Lubbock's stormwater management guidelines, contributing to a resilient and sustainable drainage system for the community.

In summary, our approach reflects a comprehensive understanding of the project's extensive scope and the experience needed for seamless execution. We have the expertise to navigate the complexities of connecting new infrastructure to the existing system, **and coordinated subcontractor efforts, traffic control, asphalt, and pavement markings.**

Our commitment to excellence ensures the successful completion of the project, meeting the city's water infrastructure requirements**.**

MH will be **on call 24 hours a day 7 days a week.** Several improvements are critical path and will require coordination with and City staff on locates, shutdowns, traffic control, materials, excavation, trench safety, repairs, backfill and permits. This work will be closely coordinated with City staff and scheduled in a method that minimize impacts to daily operations.



MH Civil prioritizes community engagement and ensures that its projects will not disrupt essential services like bus routes. This commitment reflects the company's dedication to both project success and community well-being.

MH has reviewed the specifications and prepared this Statement of Qualifications to show we are ready, willing, and able to successfully execute this project.

- **Local Presence and Knowledge** – MH is experienced in efficiently meeting with City staff to coordinate shutdowns and general day to day operations. **Our team has worked on numerous utility projects like the City of Lubbock's upcoming project.** Our team understands working in rural, residential, and business districts and the organization of relaying information to suppliers, subcontractors, and City staff.
- **Equipment and Fleet** – MH owns equipment necessary to build structures that will last. We have invested in heavy equipment and tunneling machines.
- **Traffic Control** – The safe and efficient flow of traffic approaching and traveling through work zones will be of importance to MH. We will have boots on the ground to accommodate the existing conditions and any potential hazards.
- **Utility Locates** – First, the MH Team will hydro-excavate to field verify and map out existing utilities to avoid causing conflicts. Existing lines will be verified or updated on the record drawing our effort to self-perform the work within our capabilities and natural extension of our core work.
- **Team Experience** – The MH Team has successfully delivered projects involving similar scopes for municipalities. Our Team members have large personal stakes in the City's growth and success, and we are committed to delivering another successful project for the City. We have in-house engineers that understand the requirements and intricacies of working with TxDOT, and our suppliers.
- **Coordination with the City – No individual has a better understanding of how to schedule, measure, relay information to suppliers, subcontractors, engineers, and City staff than Raul Hernandez, PE.** Raul will serve as MH's project engineer in charge of coordinating, key measurements, material coordination, scheduling, testing, and commissioning of the repairs.
- **Excavation, Trench Safety, & Backfill** – MH crews have proven to be reliable and safe when excavation is required. Operators have experience excavating in paved streets, alleys, concrete streets, and many other areas. MH will ensure trench safety meets or exceeds OSHA standards.



Mindful pipe deflection is key in avoiding costly curb and gutter repairs. Proper alignment during installation preserves surrounding infrastructure, demonstrating a commitment to cost-effective and sustainable construction practices. MH Civil's attention to deflection exemplifies their dedication to delivering high-quality projects with minimal disruptions and expenses.

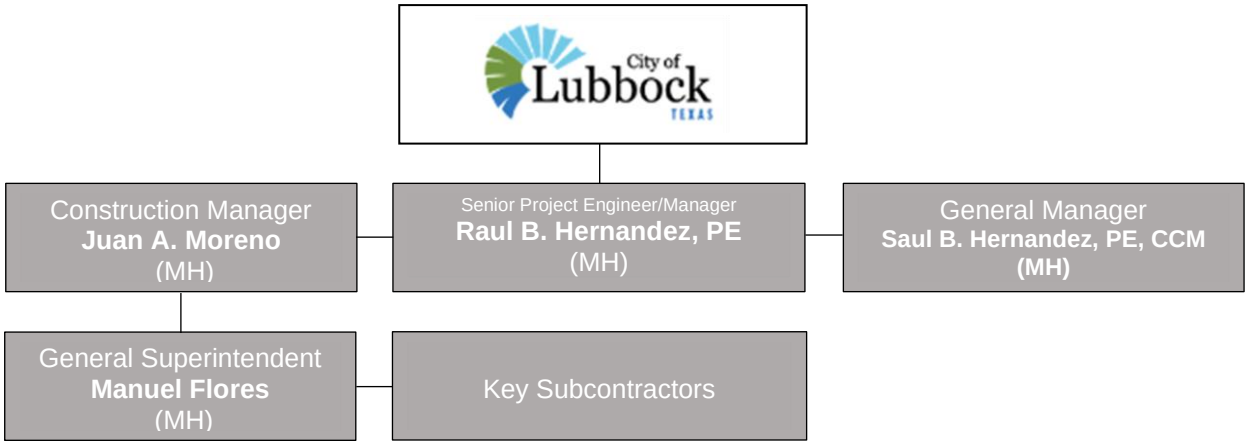
Team Qualifications and Staffing

Our Team's Commitment to the Project

The MH Team members are fully committed to the success of this project and to the City of Lubbock. Team members have large personal stakes in successfully delivering this project. With our assembled team, MH is the most qualified to successfully execute the Playa Lake Lateral Extension Project.

Team Organization

The basic structure and reporting responsibilities of the Team are illustrated in the organizational chart below. Raul will serve as the Project Engineer/Manager and will serve as the point of contact for MH.



MAJOR TEAM MEMBERS	Role
MH Civil Constructors, Inc.	Assume ultimate responsibility for all aspects of the project. MH will self-perform the excavation, pipe installation, auger boring, manholes, tie-ins, grout existing pipe.
FC Traffic Control, Inc.	Provide traffic control operations including TCP, road closures, traffic switches, perimeter and interior signs, and TMAs (if necessary).

Past Projects

The MH Team has recent, first-hand experience with the following infrastructure projects in urban areas as General Contractors:

Project	Personnel / Firm Involved / Project Role
Stamford Contract A – Raw Water Transmission Line, 2017	Saul Hernandez, Juan Moreno / MH / General Contractor
Stephenville 536 Wellfield – Transmission Line & Site Civil, 2021	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock Lift Station 31 Force Main Reroute, 2021	Saul Hernandez, Juan Moreno / MH / General Contractor
Stephenville Eastside Sewer Interceptor, 2022	Saul Hernandez, Juan Moreno / MH / General Contractor
Abilene Second Pressure Plane Supply Line – Phase 2, 2022	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock North WTP Improvements and South WTP Uprating, 2020	Saul Hernandez, Juan Moreno / MH / General Contractor
Amarillo Martin Road Phase 3 & 4, 2022	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock Brick Paving – 2021	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock 8 million Gallon Ground Storage Tank – 2022	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock Sidewalks and Ramps - 2023	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock LAH Road Erosion repairs - 2022	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock Pressure Zone Delineation – 2021	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock Meadowbrook Bridge Repairs – 2021	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock Buddy Holly Hall Sewer Relocation – 2016	Saul Hernandez, Juan Moreno / MH / General Contractor
Lubbock 98th & Salisbury – 2019	Saul Hernandez, Juan Moreno / MH / General Contractor
Wichita Falls Kemp Monroe Phase 2 – 2018	Saul Hernandez, Juan Moreno / MH / General Contractor

Key Personnel

MH Civil Constructors, Inc.

SAUL B. HERNANDEZ, PE, CCM

GENERAL MANAGER / OWNER

Career Summary

Employed by MH since 2010
Employed in industry since 1996

Education

Texas Tech University
BS in Civil Engineering (2004)

Affiliations and Certifications

Texas PE # 102112
NM PE #19602
OK PE # 26847
CMCI ID # 6980
OSHA 10-Hour & OSHA Competent
ASCE
AWWA
First aid & CPR Trained
BNSF Worker Safety
HCSS Trained

Summary

Mr. Hernandez has more than 27 years of experience in civil projects after getting his start at the age of 16 working for the City of Borger Utilities Department performing drafting and assisting with inspections. After graduating from Texas Tech University, he began working as a project engineer for a consulting firm and designed projects involving water and sewer lines, lift stations, pump stations, rail and road ways. At MH, Saul serves at the General Manager where he is responsible for the following: biding decisions, costing, project oversight, risk management, and business development.

References

Alan Plumlee, City Manager
City of Stamford
(325) 773-2591 office
(325) 669-8545 cell

Dwight L. Brandt, PE
Brandt Engineers, LTD
(806) 353-7233 office
(806) 676-4233 cell

Brian Beach, PE
Plummer
(806) 853-6379
(210) 837-2476

Blane Boswell, PE
City of Wichita Falls
(940) 761-7477 office
(940) 782-5028 cell

Relevant Experience

City of Lubbock North WTP Improvements Project No. 3 & South WTP Uprating, Lubbock, Texas, $15,000,000.00
Mr. Hernandez was the principal-in-charge of constructing a new Backwash Waste Handling Basin, Sedimentation Basin Sludge Removal Mechanism System replacement, Filter valves and actuators replacement, TSR piping mods., Sedimentation basin plate settler expansion.

City of Abilene 2nd Pressure Plane Project, Abilene, Texas, $1,610,088.16
Mr. Hernandez was the principal-in-charge of constructing 13,300 LF of 18" PVC, 4,600 LF of PVC, 664 LF of 12"/10"/8"/6", 665' LF of 30" bore and case, 335' of 20" bore and case, 12 – 18" valves, and several interconnections. The project was substantially complete in 4 months.

City of Amarillo Sewer & Water Main Relocations for TXDOT Loop 335 ROW Expansion Phase II, $1,557,651.46
Mr. Hernandez was the principal-in-charge of constructing 2,353 LF of 42" sewer pipe, 421 LF of 16" HDPE pipe by pipebursting, 72" and 96" manholes, 2,309 LF of 30" water pipe, 1,002 LF of 10" water pipe, 30" horizontal gate valves, deep fire hydrants, and other associated work.

MH Civil Constructors, Inc.

JUAN A. MORENO

CONSTRUCTION MANAGER / OWNER

Career Summary

Employed by MH since: 2010
Employed in industry since: 2001

Education

Amarillo College (2000)

Affiliations and Certifications

OSHA 10-Hour & OSHA Competent Person
AWWA
First aid & CPR Trained
BNSF Worker Safety

Summary

Mr. Moreno has more than 22 years of experience in civil construction projects. He began his career in construction working for a road and bridge contractor as a laborer and advanced to a project manager. Juan has managed projects involving pipelines, pump stations, water, and wastewater treatment plants. At MH, Juan serves as our Construction Manager where he is responsible for ensuring all construction aspects of the projects are effectively coordinated, helping to maintain a high level of job quality, and seeing the job through to completion on schedule and within budget.

References

Scott D. Hay, PE
Enprotec / Hibbs & Todd, Inc.
(325) 698-5560 office
(325) 669-1165 cell

Dwight L. Brandt, PE
Brandt Engineers, LTD
(806) 353-7233 office
(806) 676-4233 cell

Kerry Maroney, PE
Biggs & Mathews, Inc.
(940) 766-0156 office
(940) 781-3581 cell

Allen Phillips, P.E.
Jacob & Martin
(325) 695-1070 office
(325) 513-1885 cell

Relevant Experience

Relevant Experience

City of Amarillo Sewer & Water Main Relocations for TXDOT Loop 335 ROW Expansion Phase II, $1,557,651.46
Mr. Moreno was the project manager responsible for constructing 2,353 LF of 42" sewer pipe, 421 LF of 16" HDPE pipe by pipebursting, 72" and 96" manholes, 2,309 LF of 30" water pipe, 1,002 LF of 10" water pipe, 30" horizontal gate valves, deep fire hydrants, and other associated work..

City of Lubbock Pressure Zone Delineation & Off-Site Water Lines, Texas, $2,426,000.00
Mr. Moreno was the Project Manager responsible for the construction of installing valves at strategic locations along the pressure zone border. Construction of 30" and 36" line stops, connection to existing 36" water line, 2,437 LF of 20" water line and other associated work.

City of Amarillo Martin Road Lake Improvements Phase 3 & 4, $10,888,000.00
Mr. Moreno was the project manager responsible for constructing 1,275 LF of 48" RCP, 398 LF of 60" RCP, 303 LF of 66" RCP, 345 LF of 72" RCP, and 17 cast-in-place large concrete junction boxes, and associated earthwork and landscaping.

MH Civil Constructors, Inc.

RAUL B. HERNANDEZ, PE

SENOR PROJECT ENGINEER

Career Summary

Employed by MH since: 2016
Employed in industry since: 1998

Education

Texas Tech University
BS in Civil Engineering (2015)

Affiliations and Certifications

Texas PE # 139163
OSHA 10-Hour & OSHA Competent Person
AWWA
First aid & CPR Trained
BNSF Worker Safety
MS Project Trained

Summary

Mr. Hernandez has more than 25 years of experience in civil projects after getting his start at the age of 17 working for ConocoPhillips performing drafting and assisting engineers. After graduating from Texas Tech University, he began working as a project engineer for a consulting firm and designed projects involving water and sewer lines, lift stations, pump stations, rail and road ways. At MH, Raul serves at the Project Engineer where he is responsible technical compliance including submittals, schedule preparation, payment applications, and material certifications. He coordinates and oversees critical field installations.

References

Kerry Maroney, PE
Biggs & Mathews, Inc.
(940) 766-0156 office
(940) 781-3581 cell

Dwight L. Brandt, PE
Brandt Engineers, LTD
(806) 353-7233 office
(806) 676-4233 cell

Kevin Morris, P.E.
Freese & Nichols, Inc.
(806) 686-2700 office
(806) 686-2704 cell

Allen Phillips, P.E.
Jacob & Martin
(325) 695-1070 office
(325) 513-1885 cell

Relevant Experience

Relevant Experience

North WTP Improvements Project No. 3 & South WTP Uprating, $15,000,000.00

Mr. Hernandez was the Project Engineer responsible for coordinating the construction of a new Backwash Waste Handling Basin, Sedimentation Basin Sludge Removal Mechanism System replacement, Filter valves and actuators replacement, TSR piping mods., Sedimentation basin plate settler expansion.

City of Amarillo Martin Road Lake Improvements Phase 3 & 4, $10,888,000.00

Mr. Hernandez was the Project Engineer responsible for coordinating the construction of 1,275 LF of 48" RCP, 398 LF of 60" RCP, 303 LF of 66" RCP, 345 LF of 72" RCP, and 17 cast-in-place large concrete junction boxes, and associated earthwork and landscaping.

City of Abilene 2nd Pressure Plane Project, Abilene, Texas, $1,610,088.16

Mr. Hernandez was the Project Engineer responsible for coordinating the construction 13,300 LF of 18" PVC, 4,600 LF of PVC, 664 LF of 12"/10"/8"/6", 665' LF of 30" bore and case, 335' of 20" bore and case, 12 – 18" valves, and several interconnections. The project was substantially complete in 4 months.

MH Civil Constructors, Inc.

MANUEL A. FLORES

GENERAL SUPERINTENDENT

Career Summary

Employed by MH since: 2010
Employed in industry since: 2000

Education

Caprock High School

Affiliations and Certifications

OSHA 10-Hour & OSHA Competent Person
AWWA
First aid & CPR Trained
BNSF Worker Safety

Summary

Mr. Flores has more than 23 years of experience in civil construction projects. He began his career in construction working for a road and bridge contractor as a laborer and advanced to a quality control supervisor. Manuel has supervised projects involving bridges, pipelines, pump stations, water and wastewater treatment plants. At MH, Manuel serves as our General Superintendent where he is responsible for supervising all construction aspects of the projects are effectively coordinated, helping to maintain a high level of job quality, and seeing the job through to completion on schedule and within budget.

References

Ken Roberson
Enprotec / Hibbs & Todd, Inc.
(325) 698-5560 office
(325) 660-8452 cell

Allen Phillips, P.E.
Jacob & Martin
(325) 695-1070 office
(325) 513-1885 cell

Dana Sowell
Town of Buffalo Gap
(325) 572-3347 office
(325) 370-5796 cell

Dwight L. Brandt, PE
Brandt Engineers, LTD
(806) 353-7233 office
(806) 676-4233 cell

Relevant Experience

Relevant Experience

City of Stamford TWDB DWSRF Water System Improvements Contract A Raw Water Transmission Line, Stamford, Texas, $5,175,639.23
Mr. Flores was the General Superintendent responsible for constructing 79,600 LF of 14" fusible PVC, 200' of casing, 3 connections. This project was completed in 8 months.

City of Abilene 2nd Pressure Plane Project, Abilene, Texas, $1,610,088.16
Mr. Flores was the General Superintendent responsible for constructing 13,300 LF of 18" PVC, 4,600 LF of PVC, 664 LF of 12"/10"/8"/6", 665' LF of 30" bore and case, 335' of 20" bore and case, 12 – 18" valves, and several interconnections. The project was substantially complete in 4 months.

City of Amarillo Sewer & Water Main Relocations for TXDOT Loop 335 ROW Expansion Phase II, $1,557,651.46
Mr. Flores was the General Superintendent responsible for the construction of 2,353 LF of 42" sewer pipe, 421 LF of 16" HDPE pipe by pipebursting, 72" and 96" manholes, 2,309 LF of 30" water pipe, 1,002 LF of 10" water pipe, 30" horizontal gate valves, deep fire hydrants, and other associated work.

Supplementary Information

Engineering News Record

MH was recognized by the Engineering News Record (ENR) as a Texas & Louisiana Top Specialty Contractor since 2013. Every year, contractors are ranked based on revenue from the previous year.

Year	ENR Ranking	Revenue
2022	#36	18.87
2021	#45	13.60
2020	-	-
2019	#53	9.12
2018	#77	11.70
2017	#87	6.86
2016	#79	6.71
2015	#91	5.54
2014	#90	6.67
2013	#98	3.62

*Revenue in millions

INSURANCE

A certificate of insurance is attached showing the limits and lines. In addition to the required policies, we carry excess umbrella, railroad protective, and pollution policies that meet and exceed the required limits.

PROJECT SITE SAFETY

Safety Culture

MH's safety culture starts with Saul and Juan. Each morning, employees are required to perform a pre-task plan to prepare for the day's activities. The pre-task plan highlights the potential hazards associated with performing that day's work. The trenches are examined every day and after rains, on every project. For the last several years in April and November, we bring in all employees for OSHA refresher classes and general safety classes and awareness.

Year	EMR
2022	**0.76**
2021	0.74
2020	0.77
2019	0.99
2018	0.99
2017	0.99
2016	0.99
2015	0.98
2014	0.98
2013	0.83

In 2018, MH received an award from Amerisure Insurance in recognition of No Workers' Compensation Claims from April 9, 2016 to April 9, 2018.

Juan A. Moreno and Saul Hernandez, PE, CCM serve as the safety officers for MH. Saul is a Texas Professional Engineer, No. 102112, and utilizes his experiences as a consulting engineer to develop excavation plans based on the geotechnical data and field conditions.

Project Schedule

The MH Team will complete the work on a as-needed basis. We will be available 24 hours a day 7 days a week.



Past and Current Projects

City of Amarillo – Martin Road Lake Improvements Project – Phases 3 & 4

Owner:	City of Amarillo
Reference:	HDR – Jaime Ordonez
Ref Contact:	(972) 960-4464 jaime.ordonez@hdrinc.com
Role:	General Contractor
Initial Contract:	$ 10,888,000.00
Final Contract:	$ 11,313,595.00
Date Started:	March 2022
Date Completed:	October 2023
Principal-in-Charge:	Saul Hernandez. P.E.
Project Manager:	Juan A. Moreno
Project Engineer:	Raul Hernandez, P.E.
General Super.:	Manuel Flores
Superintendent:	Marco Villareal



Scope of Services:

MH was the General Contractor on City of Amarillo's Martin Road Ph 3 & 4 Project installing concrete storm water pipes ranging from 21" to 72" and 16 junction boxes ranging in size from 2' x 2' to 12.5' x 5', new fishing pond, sidewalk, and other improvements.

Wichita Falls – Kemp Monroe Phase 2 Drainage

Owner:	City of Wichita Falls
Reference:	Public Works – T. Blane Boswell, P.E.
Ref Contact:	(940) 761-7477 – blane.boswell@wichitafallstx.gov
Role:	General Contractor
Initial Contract:	$ 4,112,000.00
Final Contract:	$ 4,496,321.30
Date Started:	August, 2018
Projected Completion:	January, 2020
Principal-in-Charge:	Saul Hernandez. P.E.
Project Manager:	Juan A. Moreno
Project Engineer:	Raul Hernandez, P.E.
General Super.:	Manuel Flores
Superintendent:	Jesus Garcia



Scope of Services: Installation of approximately 4,000 LF of storm drainage collection ranging from 12" RCP Pipe to 42" RCP Pipe and transmission system, 3,000 LF of box culverts ranging from 5' x 5.' to 7' x 5', inlets, 19,000 SY of concrete pavement, 2,000 SY of 6" asphalt paving, junction boxes, SSL & WL lowering.

Borger LS & SSL

Owner:	City of Borger
Reference:	Parkhill Smith & Cooper – Kole Golver, EIT
Ref Contact:	(806) 378 – 8623 kglover@team-psc.com
Role:	General Contractor
Initial Contract:	$ 1,364,740.00
Final Contract:	$ 1,694,341.00
Date Started:	November 2019
Projected Completion:	November 2020
Principal-in-Charge:	Saul Hernandez. P.E.
Project Manager:	Juan A. Moreno
Project Engineer:	Raul Hernandez, P.E.
General Super.:	Manuel Flores
Superintendent:	Rene Nevarez

Scope of Services: Installation of approximately 700 LF of 10" PVC Pipe, 5 48" concrete manholes, demolition, and removal of existing manholes. All service connections to new manholes, gate valves and boxes, remove and replace approximately 1,000 SY of asphalt pavement. Lift Station and all components within.



Lubbock 98th & Salisbury Drainage

Owner:	City of Lubbock
Reference:	Josh Turpin, P.E.
Ref Contact:	(806) 775-2342
Role:	General Contractor
Initial Contract:	$ 875,000.00
Final Contract:	$ 887,884.75
Date Started:	February 2019
Projected Completion:	August 2019
Principal-in-Charge:	Saul Hernandez. P.E.
Project Manager:	Juan A. Moreno
Project Engineer:	Raul Hernandez, P.E.
General Super.:	Manuel Flores
Superintendent:	Jesus Garcia

Scope of Services: Removal and replacement of concrete and asphalt paving, sidewalk, curb and gutter, installation of 858 LF of 5'x4' reinforced concrete culverts, 24" RCP, and other related work.



Abilene Second Pressure Plane Supply Line – Phase 2 *(In progress)*

Owner:	City of Abilene
Reference:	Jacob Martin / Kirt Harle, PE
Ref Contact:	(325) 695-1070 / kirth@jacobmartin.com
Role:	General Contractor
Initial Contract:	$11,621,860.00
Final Contract:	$ TBD
Date Started:	August 2022
Projected Completion:	TBD
Principal-in-Charge:	Saul Hernandez. P.E.
Project Manager:	Juan A. Moreno
Project Engineer:	Raul Hernandez, P.E.
General Super.:	Manuel Flores
Superintendent:	Carlos Venegas

Scope of Services: Construction of approximately 23,500 linear feet of 30-inch PVC water line, approximately 800 linear feet of 48-inch steel casing via auger bore including 360 linear feet under railroad, butterfly valves and boxes, fire hydrants, gate valves, and other associated work.



Stephenville Eastside Sewer Interceptor – Phase 1 *(In Progress)*

Owner:	City of Stephenville
Reference:	Parkhill / Landon Allen, PE
Ref Contact:	(817) 633-0431 / lallen@parkhill.com
Role:	General Contractor
Initial Contract:	$ 22,517,000.00
Final Contract:	$ TBD
Date Started:	April 2023
Projected Completion:	TBD
Principal-in-Charge:	Saul Hernandez. P.E.
Project Manager:	Juan A. Moreno
Project Engineer:	Raul Hernandez, P.E.
General Super.:	Manuel Flores
Superintendent:	Marco Villareal

Scope of Services: Construction of approximately 18,000 linear feet of 30-inch to 48-inch FRP sewer pipe via open cut, 48-inch to 60-inch steel casing via auger bore, 605 linear feet of 54-inch tunnel liner plate, and numerous FRP manholes in rock-subsurface conditions down to depths that range 25 to 50 feet deep.



City of Lubbock, TX
Purchasing and Contract Management
Safety Record Questionnaire

The City of Lubbock City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding proposals on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Lubbock has adopted the following written definition and criteria for accurately determining the safety record of a proposer prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a proposer for this consideration shall be:

The City of Lubbock shall consider the safety record of the offerors in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the proposer for violations of OSHA regulations within the past three (3) years.

b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.

d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that City of Lubbock may consider the safety records of potential contractors prior to awarding proposals on City contracts, City of Lubbock requires that offerors answer the following three (3) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES_____ NO____X____

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES_____ NO__X__

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES_____ NO__X__

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.



Signature

Project Engineer

Title

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

Jose Tellez being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said respondent has not directly induced or solicited any firm on the above work or supplies to put in a sham , or any other person or corporation to refrain from a statement of qualifications; and that said firm has not in any manner sought by collusion to secure to self an advantage over any other firm or firms.

MH Civil Constructors , Inc.
Firm

Jose Tellez
Name


Signature

Project Engineer
Title

Subscribed and sworn to before me this 7th day of November 2023

Kaycee Teague - Kaycee Teague
Notary Public

My Commission Expires: May 19, 2026

KAYCEE BREANNE TEAGUE
Notary Public, State of Texas
My Commission Expires
May 19, 2026
NOTARY ID 133770123

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE SUBMISSION

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PROPOSED LIST OF SUB-CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned Yes	Minority Owned No
1.	TRP Construction Group	Lubbock, TX	Pavement Marking	☐	☐
2.	FC Traffic Control, Inc.	Amarillo, TX	Traffic Control	☐	☐
3.	H&B Paving	Arlington, TX	HMAC	☐	☐
4.				☐	☐
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR RESPONSE
IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO

SUBMITTED BY:

MH Civil Construction, Inc.
(PRINT NAME OF COMPANY)

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POST-CLOSING DOCUMENT REQUIREMENTS

The below-listed document must be received in the Purchasing and Contract Management Office Not Later Than **SEVEN BUSINESS DAYS** after the close date when responses are due.

FINAL LIST OF SUB-CONTRACTORS

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FINAL LIST OF SUB-CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned Yes	Minority Owned No
1.				☐	☐
2.				☐	☐
3.				☐	☐
4.				☐	☐
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

SUBMITTED BY:

MH Civil Construction, Inc.

(PRINT NAME OF COMPANY)

THIS FORM SHALL BE COMPLETED AND RETURNED NOT LATER THAN SEVEN BUSINESS DAYS AFTER THE CLOSE DATE WHEN RESPONSES ARE DUE

IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO

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PAYMENT BOND

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STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN $50,000)

KNOW ALL MEN BY THESE PRESENTS, that **MH Civil Constructors, Inc.** (hereinafter called the Principal(s), as Principal(s), and _____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Lubbock (hereinafter called the Obligee), in the amount of **Five Million Nine Hundred Sixty-Five Thousand Dollars** (**$5,965,000**) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated **5th** day of **December**, **2023**, to **RFP 24-17649-TF Playa Lake 054 Lateral Extension – Blue Sky** _____

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this _____ day of _____ 2023.

_____
Surety

*By:_____
(Title)

_____
(Company Name)

By:_____
(Printed Name)

_____
(Signature)

_____
(Title)

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The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Lubbock County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

_____
Surety

* By: _____
(Title)

Approved as to form:

City of Lubbock

By: _____
City Attorney

* Note: If signed by an officer of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

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PERFORMANCE BOND

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STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN $100,000)

KNOW ALL MEN BY THESE PRESENTS, that **MH Civil Constructors, Inc.** (hereinafter called the Principal(s), as Principal(s), and _____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Lubbock (hereinafter called the Obligee), in the amount of **Five Million Nine Hundred Sixty-Five Thousand Dollars** (**$5,965,000**) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated **5th** day of **December**, **2023**, to **RFP 24-17649-TF Playa Lake 054 Lateral Extension – Blue Sky** _____

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this ___ day of _____, 2023.

_____
Surety

* By: _____
(Title)

_____
(Company Name)

By:_____
(Printed Name)

_____
(Signature)

_____
(Title)

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The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Lubbock County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

_____
Surety

*By:_____
(Title)

Approved as to Form

City of Lubbock

By: _____
City Attorney

* Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

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CERTIFICATE OF INSURANCE

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CERTIFICATE OF INSURANCE

TO: CITY OF LUBBOCK
P.O. BOX 2000, Room 204
LUBBOCK, TX 79457

DATE:_____

TYPE OF PROJECT:_____

THIS IS TO CERTIFY THAT _____ (Name and Address of Insured) is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the typed of insurance and in accordance with the provisions of the standard policies used by this company, the further hereinafter described. Exceptions to standard policy noted hereon.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EFFECTIVE DATE	LIMITS
GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protective ☐ _____ $_____				General Aggregate $_____ Products-Comp/Op AGG $_____ Personal & Adv. Injury $_____ Each Occurrence $_____ Fire Damage (Any one Fire) $_____ Med Exp (Any one Person)
AUTOMOTIVE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ _____				Combined Single Limit $_____ Bodily Injury (Per Person) $_____ Bodily Injury (Per Accident) $_____ Property Damage $_____
GARAGE LIABILITY ☐ Any Auto ☐ _____				Auto Only - Each Accident $_____ Other than Auto Only: Each Accident $_____ Aggregate $_____
☐ *BUILDER'S RISK* ☐ 100% of the Total Contract Price ☐ *INSTALLATION FLOATER*				$_____ $_____
EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence $_____ Aggregate $_____ $_____
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY The Proprietor/ ☐ Included Partners/Executive ☐ Excluded Officers are:				Statutory Limits Each Accident $_____ Disease Policy Limit $_____ Disease-Each Employee $_____
OTHER				

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than five days in advance of cancellation.

FIVE COPIES OF THE CERTIFICATE OF INSURANCE

MUST BE SENT TO THE CITY OF LUBBOCK

_____
(Name of Insurer)

By:_____

Title:_____

The Insurance Certificates Furnished shall name the City of Lubbock as Additional Insured on Auto General Liability and provide a Waiver of Subrogation in favor of the City of Lubbock. IT SHALL BE THE CONTRACTOR'S. THE ADDITIONAL INSURED ENDORSEMENT SHALL INCLUDE PRODUCTS AND COMPLETE OPERATIONS.

C O N T R A C T O R C H E C K L I S T

A CONTRACTOR SHALL:

_____ (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

_____ (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

_____ (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

_____ (4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

_____ (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

_____ (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

_____ (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(F) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(G) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.

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CONTRACT

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Contract 17649

STATE OF TEXAS
COUNTY OF LUBBOCK

THIS AGREEMENT, made and entered into this **5th** day of **December**, **2023** by and between the City of Lubbock, County of Lubbock, State of Texas, acting by and through the Mayor, City of Lubbock, thereunto authorized to do so, hereinafter referred to as OWNER, and **MH Civil Constructors, Inc.** of the City of **Amarillo**, County of **Potter** and the State of **Texas** hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

RFP 24-17649-TF Playa Lake 054 Lateral Extension – Blue Sky

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Condition of Agreement. **MH Civil Constructors, Inc.**'s bid dated **November 7, 2023**, is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Lubbock, Lubbock County, Texas in the year and day first above written.

CONTRACTOR:

MH Civil Constructors, Inc..

By:_____
PRINTED NAME:_____
TITLE:_____

COMPLETE ADDRESS:

MH Civil Constructors, Inc.
621 SW Sixth Ave
Amarillo, TX 79101

ATTEST:

_____
Corporate Secretary

CITY OF LUBBOCK, TEXAS (OWNER):

By: _____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Public Works Representative

_____
Name (Printed) Date

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

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GENERAL CONDITIONS OF THE AGREEMENT

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GENERAL CONDITIONS OF THE AGREEMENT

1. OWNER

Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Lubbock, Texas.

2. CONTRACTOR

Whenever the word Contractor, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit **MH Civil Constructors, Inc.** who has agreed to perform the work embraced in this contract, or their legal representative.

3. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Lubbock, or its representative **Josh Kristinek, P.E. Assistant City Engineer/Capital Projects & Design**, so designated who will inspect constructions; or to such other representatives, supervisors, architects, engineers, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Engineers, supervisors or inspectors will act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor.

4. CONTRACT DOCUMENTS

The contract's documents shall consist of the Notice to Bidders, General Instructions to Bidders, Response, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificates, and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents".

5. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but said Subcontractors will look exclusively to Contractor for any payments due Subcontractor. The City reserves the right to approve or disapprove the selection of any subcontractor(s).

7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

8. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer such recognized standards.

All work shall be done and all materials furnished in strict conformity with the contract documents.

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facility is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Owner's Representative. The Owner's Representative will check the Contractor's layout of all major structures and any other layout work done by the Contractor at Contractor's request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished five copies of all Plans and Specifications without expense to Contractor and Contractor shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The Owner's Representative may make periodic visits to the site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's Representative will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor will Owner's Representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

13. LINES AND GRADES

The Contractor is responsible for construction layout based on the control provided in the construction documents. All lines and grades shall be furnished whenever Owner's Representative (as distinguished from Resident Project Representative(s)) deems said lines and grades are necessary for the commencement of the work contemplated by these contract documents or the completion of the work contemplated by these contract documents. Whenever necessary, Contractor shall suspend its work in order to permit Owner's Representative to comply with this requirement, but such suspension will be as brief as practical and Contractor shall be allowed no extra compensation therefore. The Contractor shall give the Owner's Representative ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor, its Subcontractors, or its employees, such stakes, marks, etc., shall be replaced by the Owner's Representative at Contractor's expense.

14. OWNER'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative (as distinguished from Resident Project Representative(s))has the authority to review all work included herein. The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under the contract documents, and shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within fifteen (15) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors, as distinguished from Resident Project Representative, as the said Owner's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or inspector, the Contractor may within fifteen (15) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner's Representative. The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

The Owner or Owner's Representatives shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way affect the work under the contract documents. No oral agreement or conversation with any officer, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner as set forth in Paragraph 23 hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

18. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any person or persons on the work, are, in Owner's Representative's sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner or Owner's Representative, such person or persons shall be discharged from the work and shall not again be employed on the work without the Owner's Representative's written consent.

19. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the

care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of workers or equipment will be permitted only at such places as the Owner's Representative shall consent or direct, and the sanitary conditions of the grounds in or about such structure shall at all times be maintained in a manner satisfactory to the Owner's Representative.

20. SANITATION

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.

21. OBSERVATION AND TESTING

The Contractor is responsible for construction quality control testing, cost, and reporting of the type and extent required by the contract documents. The Owner or Owner's Representative shall have the right at all times to observe and test the work. Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever such work is in preparation or progress. Contractor shall ascertain the scope of any observation that may be contemplated by Owner or Owner's Representative and shall give ample notice as to the time each part of the work will be ready for such observation. Owner or Owner's Representative may reject any such work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether Owner's Representative has previously accepted the work. If any such work should be covered without approval or consent of the Owner, it must, if requested by Owner or Owner's Representative, be uncovered for examination at Contractor's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for Owner or Owner's Representative to make observations of such work or require testing of said work, then in such event Owner or Owner's Representative may require Contractor to furnish Owner or Owner's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any such work which is required to be inspected, tested, or approved is covered up without written approval or consent of the Owner or Owner's Representative, it must, if requested by the Owner or Owner's Representative, be uncovered for observation and testing at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approvals, and any work which meets the requirements of any such tests or approvals but does not meet the requirements of the contract documents shall be considered defective, and shall be corrected at the Contractor's expense.

Neither observations by the Owner or Owner's Representative, nor inspections, tests, or approvals made by Owner, Owner's Representative, or other persons authorized under the contract documents

to make such inspections, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the contract documents.

22. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

23. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the work as originally planned.

24. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by Contractor's proposal, except as provided under Changes and Alterations in Paragraph 23.

It is agreed that the Contractor shall perform all extra work under the observation of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said extra work shall be determined by the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the extra work, plus fifteen (15%) percent to the firm actually performing the work, and additional higher-tier markups limited to

5% to cover additional overhead and insurance costs; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the extra work, as estimated by the Engineer and approved by the Owner..

In the event said extra work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workers, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind will be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve extra work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such extra work, make written request to the Owner's Representative for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any extra work, any claim for payment due to alleged extra work shall be deemed waived.

25. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all work described in the proposal, the specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the proposals are received, and if no such notice is received by the Owner's Representative prior to the**

opening of proposals, then it shall be deemed that the Contractor fully understands the work to be included and has provided sufficient sums in its proposal to complete the work in accordance with these plans and specifications. If Contractor does not notify Owner's Representative before offering of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of proposals. In the absence of a requested clarification for a conflict in the documents prior to proposals being reviewed, it will be assumed that the Contractor proposes the higher cost alternative on conflicts identified after proposals are reviewed.

26. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the Owner or Owner's Representative may order the Contractor in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

27. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and Engineer and all of its officers, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or unliquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

28. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

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

Automatically add an excess liability of $4M.

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required

Commercial General Liability Digging Endorsement: XCU endorsement is required

Automobile Liability Requirements: $1M/occurrence is needed

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 nonpayment.

* Carriers must meet a A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above

1. Definitions:

   Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

   Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

   Persons providing services on the project ("subcontractor" in Section 406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

   (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

(1) The name and address of the insured.

(2) The location of the operations to which the insurance applies.

(3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.

(4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

(5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the proposal specifications.

(6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.

(7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute of nor amendment thereto will be acceptable.

(8) If policy limits are paid, new policy must be secured for new coverage to complete project.

(9) A Contractor shall:

(a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;

(d) obtain from each person providing services on a project, and provide to the governmental entity:

(i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker’s Compensation Act or other commission rules. This notice must be printed

with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" *and*

(h) contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;

(iii) include in all contracts to provide services on the project the following language:

"**By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.**";

(iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(viii) contractually require each other person with whom it contracts, to perform as required by paragraphs **(i)-(viii)**, with the certificate of coverage to be provided to the person for whom they are providing services.

29. DISABLED EMPLOYEES

Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

30. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees that it will indemnify and save the Owner and Engineer and all of its officers, agents and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

31. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner and Engineer, and all of its officers, agents and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its officers, agents and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to offering.

32. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to proposing and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising there from.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

33. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

34. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the Notice to Proceed and contract

documents, respectively, of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced as provided in the contract documents.

If the Contractor should neglect, fail, or refuse to substantially complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of **$500 PER CONSECUTIVE CALENDAR DAY**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall be in default after the time stipulated for substantially completing the work.

If the Contractor should neglect, fail, or refuse to Finally complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of **$1,000 PER CONSECUTIVE CALENDAR DAY**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall fail to meet the time requirements stipulated for substantially completing the work.

It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The amount is fixed and agreed upon by and between the Contractor and the Owner because the actual damages the Owner would sustain in such event would be difficult and/or impossible to estimate, however, the amount agreed upon herein is a reasonable forecast of the amount necessary to render just compensation to Owner, and is expressly agreed to be not disproportionate to actual damages as measured at time of breach.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

35. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work in such order of precedence, and in such manner as shall be most conductive to economy of construction. The Contractor shall ensure daily prosecution of the work is conducted every business day until completed, regardless if the work will be substantially or finally complete ahead of specified deadlines in the agreement, unless the City determines time off from said prosecution is necessary or reasonable and Contractor received said determination in writing from the City. Further, when the Owner is having other work done, either by contract or by its own force, the Owner's Representative (as distinguished from the Resident Project Representative) may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the Owner shall be harmonized. Additionally, inclement weather shall be the only other reason consistent, daily prosecution of the work may not take place on those inclement weather days.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

36. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its proposal in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of paragraph 34 hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other contractors employed by the Owner, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to Owner's Representative within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by Owner's Representative to affirmatively grant the extension no later than within twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

37. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workers, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the Owner or Owner's Representative for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

38. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a unit price basis, then Owner and Contractor agree that this contract, including the specifications, plans and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their proposals offered for the work. In the event the amount of work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project, provided that the over run or under run of estimated quantities not exceed 15% of the estimated quantity.

39. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees to indemnify, save and hold harmless the Owner and Engineer, and any of its officers, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract.

40. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of Owner's Representative.

41. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. Contractor shall at any time requested during the progress of the work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner’s agents and employees, which have not theretofore been timely filed as provided in this contract.

42. PARTIAL PAYMENTS

On or before the tenth day of each month, the Contractor shall submit to Owner's Representative an application for partial payment or, if the Contractor does not submit such application, the Owner’s Representative shall determine the amount to be partially paid. Owner's Representative shall review said application for partial payment if submitted, and the progress of the work made by the Contractor and if found to be in order, shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the Contractor up to and including the last day of the preceding month. The determination of the partial payment by the Owner’s Representative shall be in accordance with Paragraph 14 hereof.

The Owner shall then pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial Payment, less:

(i) in the event the total value of the contract is five million dollars or more, 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents; or

(ii) in the event the total value of the contract is less than five million dollars, 10% or less, of the amount thereof, which percentage shall be retained until final payment, and further, less all previous payments and all further sums may be retained by Owner under the terms of the contract documents ("Retainage").

If Contractor engages a sub-contractor to perform all or part of Contractor's work under the contract, the Contractor shall not withhold a greater percentage of Retainage than the percentage set out in in this section pertaining to the Contractor. Contractor shall likewise require any subcontractor it engages to comply with section 2252.032 of the Texas Government Code.

Any partial payment made hereunder shall not constitute a waiver by the Owner of any and all other rights to enforce the express terms of the contract documents, and all remedies provided therein, as to any and all work performed, to be performed and/or materials delivered hereunder, including, but limited to, work to which said partial payment is attributable.

43. SUBSTANTIAL COMPLETION

Contractor shall give Owner's Representative written notice of substantial completion. Within fifteen (15) calendar days after the Contractor has given the Owner's Representative written notice that the work has been substantially completed, the Owner's Representative and/or the Owner shall inspect the work and within said time, if the work be found to be substantially completed in accordance with the contract documents, the Owner's Representative shall issue to the Owner and Contractor a certificate of substantial completion. The work will be deemed substantially complete when the work (or a specified portion thereof) has progressed to the point where, in the opinion of the Owner or Owner's Representative, the work (or a specified portion thereof) is sufficiently complete, in accordance with all the contract documents, including the Proposal and all applicable technical specifications, so that the work (or a specified portion thereof) can be utilized for the purposes for which it is intended without unscheduled disruption. Owner may, in its sole discretion, release all or a portion of the Retainage upon Owner's receipt of the certificate of substantial completion for all of the work or a specified portion thereof. Notwithstanding the issuance of a certificate of substantial completion, Contractor shall proceed with diligence to finally complete the work within the time provided in this contract.

44. FINAL COMPLETION AND PAYMENT

The Contractor shall give written notice to Owner's Representative of final completion. Upon written notice of final completion, the Owner's Representative shall proceed to make final measurement to determine whether final completion has occurred. If the Owner's Representative determines final completion has occurred, Owner's Representative shall so certify to the Owner. Upon certification by Owner's Representative of final completion, Owner shall pay to the Contractor on or before the 31st working day after the date of certification of final completion, the balance due Contractor under the terms of this agreement. Neither the certification of final completion nor the final payment, nor any provisions in the contract documents shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the contract documents and/or any warranty or warranties implied by law or otherwise. Owner may, in its sole discretion, release all or a portion of the Retainage for fully completed and accepted portions of the work.

Notwithstanding the foregoing, Owner may withhold the Retainage if there is a bona fide dispute between Owner and Contractor according to section 2252.032(f) of the Texas Government Code.

45. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time but not to exceed 30 days after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense. The Contractor shall pay all claims, cost, losses, and damages (including but not limited to all fees and charges of the engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution cost) arising out of or relating to such correction or removal.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of two years from the date of certification of final completion by Owner’s Representative.

46. PAYMENT WITHHELD

The Owner or Owner’s Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

(a) Defective work not remedied and/or work not performed,
(b) Claims filed or reasonable evidence indicating possible filing of claims,
(c) Damage to another contractor,
(d) Notification to owner of failure to make payments to Subcontractors or Suppliers,
(e) Failure to submit up-to-date record documents as required,
(f) Failure to submit monthly progress schedule updates or revised scheduled as requested by Owner,
(g) Failure to provide Project photographs required by Specifications.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, in the amount withheld, payment shall be made for amounts withheld because of them.

47. CLAIM OR DISPUTE

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within fifteen (15) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner’s Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters

set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within fifteen (15) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

48. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume work within fifteen (15) calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract, then the Surety on the bond shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the Contractor. In the event a bond is not required by law, or otherwise obtained by the Contractor, no further notice of such non-compliance to Contractor shall be required.

After receiving said notice of abandonment or non-compliance , the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under the contract for work, may be held for use on the work by the Owner or the Surety of the Contractor, or another contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In the event the Contractor, or Surety, whichever is applicable, should fail to commence compliance with the notice hereinbefore provided within ten (10) calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the work in either of the following elective manners:

(a) The Owner may employ such force of persons and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or

(b) The Owner, under sealed proposals, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the

new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefore. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Contractor or his Surety shall be credited therewith.

In the event the Owner's Representative elects to complete the work, as described above, when the work shall have been finally completed, the Contractor and his Surety shall be so notified and certification of completion as provided in paragraph 44 hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor and his Surety, if applicable, whereon the Contractor or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract, or when the Contractor and/or his Surety, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety, if applicable. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor and his Surety, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety, if applicable. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies that remain on the jobsite and belong to persons other than the Contractor or his Surety, if applicable, to their proper owners.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in paragraph 34, hereinabove set forth.

49. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

50. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by a Surety Company listed on the State Treasury's "Approved" list and authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

51. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

52. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man-made or otherwise, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

53. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

54. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work room clean or its equivalent. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

55. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in

the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

56. NONAPPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

57. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years thereafter the City or a duly authorized audit representative of the City, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

58. NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to

exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

59. CONTRACTOR ACKNOWLEDGES

Contractor Acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

60. LABOR CODE CHAPTER 214

Sec. 214.008. MISCLASSIFICATION OF CERTAIN WORKERS; PENALTY. (a) A person who contracts with a governmental entity to provide a service as defined by Section 2155.001, Government Code, shall properly classify, as an employee or independent contractor in accordance with Chapter 201, any individual the person directly retains and compensates for services performed in connection with the contract. (b) In this subsection, "subcontractor" means a person directly retained and compensated by a person who contracts with a governmental entity to provide a service as defined by Section 2155.001, Government Code. A subcontractor shall properly classify, as an employee or independent contractor in accordance with Chapter 201, any individual the subcontractor directly retains and compensates for services performed in connection with the contract for which the subcontractor is retained. (c) A person who fails to properly classify an individual as required by Subsection (a) or (b) shall pay to the commission a penalty equal to $200 for each individual that the person has not properly classified. (d) The commission may not take action to collect a penalty under this section from a person after the third anniversary of the date on which the violation occurred.

61. CERTIFICATE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million. Instructions for completing Form 1295 are available at:
https://ci.lubbock.tx.us/departments/purchasing/vendor-information

62. TEXAS GOVERNMENT CODE SECTION 2252.152

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.

63. TEXAS GOVERNMENT CODE SECTION 2271.002

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.

64. CONTRACTOR ACKNOWLEDGES

Contractor Acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

65. TEXAS PUBLIC INFORMATION ACT

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

66. 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.

67. INDEMNITY

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.

68. PROFESSIONAL RESPONSIBILITY

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

69. TEXAS SENATE BILL 219 SUBCHAPTER B ITEMS B AND C

(b) A contractor must, within a reasonable time of learning of a defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications, or other design documents, disclose in writing to the person with whom the contractor enters into a contract the existence of any known defect in the plans, specifications, or other design documents that is discovered by the contractor, or that reasonably should have been discovered by the contractor using diligence, before or during construction. In this subsection, ordinary diligence means the observations of the plans, specifications, or other design documents or the improvement to real property that a contractor would make in the reasonable preparation of a bid or fulfillment of its scope of work under normal circumstances. Ordinary diligence does not require that the contractor engage a person licensed or registered under Title 6, Occupations Code, or any other person with specialized skills. A disclosure under this subsection is made in the contractor's capacity as contractor and not as a licensed professional under Title 6, Occupations Code.
(c) A contractor who fails to disclose a defect as required by Subsection (b) may be liable for the consequences of defects that result from the failure to disclose.

70. GOVERNMENT CODE 2251.0521 UNSIGNED CHANGE ORDER

(a) A contractor or subcontractor may elect not to proceed with additional work directed by a governmental entity if: (1) the contractor or subcontractor has not received a written, fully executed change order for the governmental entity-directed additional work; and (2) the aggregate actual or anticipated value of the additional work plus any previous governmental entity-directed additional work for which the contractor or subcontractor has not received a written, fully executed change order exceeds 10 percent of the contractor ’s or subcontractor ’s original contract amount.
(b) contractor or subcontractor who elects not to proceed with additional work as provided by this section is not responsible for damages associated with the election not to proceed.

DAVIS BACON WAGE DETERMINATIONS

EXHIBIT A

EXHIBIT A

"General Decision Number: TX20230002 01/06/2023

Superseded General Decision Number: TX20220002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed

	on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	

Broom and Sweeper.....$ 11.21 **
Crane, Lattice Boom 80
Tons or Less.....$ 16.82
Crawler Tractor Operator....$ 13.96 **
Excavator, 50,000 lbs or
less.....$ 13.46 **
Front End Loader Operator,
Over 3 CY.....$ 12.77 **
Front End Loader, 3CY or
less.....$ 12.28 **
Loader/Backhoe.....$ 14.18 **
Mechanic.....$ 20.14
Milling Machine.....$ 15.54 **
Motor Grader, Rough.....$ 16.15 **
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42
Reclaimer/Pulverizer.....$ 12.85 **
Roller, Asphalt.....$ 10.95 **
Roller, Other.....$ 10.36 **
Scraper.....$ 10.61 **
Spreader Box.....$ 12.60 **

Servicer.....$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
Lowboy-Float.....$ 14.46 **
Single Axle.....$ 12.74 **
Single or Tandem Axle Dump..$ 11.33 **
Tandem Axle Tractor with
Semi.....$ 12.49 **

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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EXHIBIT B & C
City of Lubbock
Overtime
Legal Holiday
Prevailing Wage Rates

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

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

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SPECIFICATIONS

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

CONTRACT AWARD DATE: _____

CITY OF LUBBOCK
SPECIFICATIONS FOR

Design of Blue Sky Lateral
RFP # PUR-2024-17649
CONTRACT # 17649
PROJECT NUMBER: 92743

Plans & Specifications may be obtained from
THE REPRODUCTION COMPANY
www.thereproductioncompany.com.
Phone: (806) 763-7700

CITY OF LUBBOCK
Lubbock, Texas

ISSUED FOR BID

SEPTEMBER 2023

SEAL SHEET

Division: 01, 02, 03, 31, 32, 33



09/12/2023
FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

DIVISION 1

GENERAL REQUIREMENTS

01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. Construct Work as described in the Contract Documents.

1. Provide the materials, equipment, and incidentals required to make the Project completely and fully operable.
2. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.
3. Provide the civil, structural, and all other Work required for a complete and functional Project.
4. The Contract Documents do not indicate or describe all Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Construction Manager.

1.02 DESCRIPTION OF WORK

A. Work is described in general, non-inclusive terms as:

1. Installation of storm sewer pipe.
2. Installation of manholes.
3. Construction of drainage inlet structures.
4. Construct connections to existing storm sewer infrastructure.
5. Installation of water quality treatment units and vaults.
6. Grading at inlet locations.
7. Removal and reconstruction of concrete channel and concrete riprap.
8. Construction of roadways including repair, concrete flatwork, curb and gutter, and seal coat.

1.03 WORK UNDER OTHER CONTRACTS

A. The following items of work are not included in this Contract, but may impact construction scheduling, testing, and startup:

B. Bring any discrepancies in the list to the attention of the Construction Manager. It will be deemed that the Contractor included the more expensive listing in the Contract Price if the Contractor fails to bring any discrepancies to the attention of the Construction Manager prior to executing the Agreement.

C. Completion of the Work described in this Contract may impact the construction and testing of the items listed above.

1. Coordinate construction activities through the Construction Manager.

2. Pay claims for damages which result from the late completion of the Project or any specified Milestones.

1.04 WORK BY OWNER

A. The Owner has no knowledge of work, other than the Work included in this Contract that may impact construction scheduling, testing, and startup.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 26 00 CHANGE MANAGEMENT

PART 1 - GENERAL

1.01 REQUESTS FOR CHANGE PROPOSAL

A. Construction Manager will initiate Modifications by issuing a Request for Change Proposal (RCP).

1. Construction Manager and Design Professional will prepare a description of proposed Modifications.

2. Construction Manager will issue the Request for Change Proposal form to Contractor. A number will be assigned to the Request for a Change Proposal when issued.

3. Return a Change Proposal in accordance with Paragraph 1.02 for evaluation by the OPT.

1.02 CHANGE PROPOSALS

A. Submit a Change Proposal (CP) to the Construction Manager for Contractor initiated changes in the Contract Documents or in response to a Request for Change Proposal. Submit the Change Proposal and attach the forms provided by the Construction Manager.

1. Use the Change Proposal form provided by the Construction Manager.

2. Include with the Change Proposal:

a. A complete description of the proposed Modification if Contractor initiated or proposed changes to the OPT's description of the proposed Modification.

b. The reason the Modification is requested, if not in response to a Request for a Change Proposal.

c. A detailed breakdown of the cost of the change if the Modification requires a change in Contract Price. The itemized breakdown is to include:

1) List of materials and equipment to be installed;

2) Man hours for labor by classification;

3) Equipment used in construction;

4) Consumable supplies, fuels, and materials;

5) Royalties and patent fees;

6) Bonds and insurance;

7) Overhead and profit;

8) Field office costs;

9) Home office cost; and

10) Other items of cost.

d. Provide the level of detail outlined in the paragraph above for each Subcontractor or Supplier actually performing the Work if Work is to be provided by a

Subcontractor or Supplier. Indicate appropriate Contractor mark ups for Work provided through Subcontractors and Suppliers. Provide the level of detail outlined in the paragraph above for self-performed Work.

e. Submit Change Proposals that comply with the General Conditions for Cost of Work.

f. Provide a revised schedule. Show the effect of the change on the Project Schedule and the Contract Times.

B. Submit a Change Proposal to the Construction Manager to request a Field Order.

C. A Change Proposal is required for all substitutions or deviations from the Contract Documents.

D. Request changes to products in accordance with Section 01 33 02 “Shop Drawings.”

1.03 CONSTRUCTION MANAGER WILL EVALUATE THE REQUEST FOR A MODIFICATION

A. Construction Manager will issue a Modification per the General Conditions if the Change Proposal is acceptable to the Owner. Construction Manager will issue a Change Order or Contract Amendment for any changes in Contract Price or Contract Times.

1. Change Orders and Contract Amendments will be sent to the Contractor for execution with a copy to the Owner recommending approval. A Work Change Directive may be issued if Work needs to progress before the Change Order or Contract Amendment can be authorized by the Owner.

2. Work Change Directives, Change Orders, and Contract Amendments can only be approved by the Owner.

a. Work performed on the Change Proposal prior to receiving a Work Change Directive or approval of the Change Order or Contract Amendment is performed at the Contractor’s risk.

b. No payment will be made for Work on Change Orders or Contract Amendments until approved by the Owner.

B. Contractor may be informed that the Change Proposal is not approved and construction is to proceed in accordance with the Contract Documents.

1.04 EQUAL NON-SPECIFIED PRODUCTS

A. The products of the listed manufacturers are to be furnished where the Specifications list several manufacturers and do not specifically list “or equal” or “or approved equal” products. Use of any products other than those specifically listed is a substitution. Follow the procedures in Paragraph 1.05 for a substitution.

B. Contractor may submit other manufacturers’ products that are in full compliance with the Specifications where Specifications list one or more manufacturers followed by the phrase “or equal” or “or approved equal.”

1. Submit a Shop Drawing as required by Section 01 33 02 “Shop Drawings” to document that the proposed product is equal or superior to the specified product.

2. Prove that the product is equal. It is not the OPT's responsibility to prove the product is not equal.

    a. Indicate on a point-by-point basis for each specified feature that the product is equal to the Contract Document requirements.

    b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the Shop Drawing.

    c. The decision of the Design Professional regarding the acceptability of the proposed product is final.

3. Provide a certification that, in furnishing the proposed product as an equal, the Contractor:

    a. Has thoroughly examined the proposed product and has determined that it is equal or superior in all respects to the product specified.

    b. Has determined that the product will perform in the same manner and result in the same process as the specified product.

    c. Will provide the same warranties and/or bonds as for the product specified.

    d. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the product into the construction and will waive all claims for additional Work which may be necessary to incorporate the product into the Project which may subsequently become apparent.

    e. Will maintain the same time schedule as for the specified product.

C. A Change Proposal is not required for any product that is in full compliance with the Contract Documents. If the product is not in full compliance, it may be offered as a Substitution.

1.05 SUBSTITUTIONS

A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product. Submit a Change Proposal per Paragraph 1.02 along with documents required for a Shop Drawing as required by Section 01 33 02 "Shop Drawings" to request approval of a substitution.

B. Prove that the product is acceptable as a substitute. It is not the Design Professional's responsibility to prove the product is not acceptable as a substitute.

1. Indicate on a point-by-point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.

2. Make a direct comparison with the specified Suppliers published data sheets and available information. Provide this printed material with the Shop Drawing.

3. The decision of the Design Professional regarding the acceptability of the proposed substitute product is final.

C. Provide a certification that, in making the substitution request, the Contractor:

1. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product;

2. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the manufacturer of the specified product;

3. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the Project and will waive all claims for additional Work which may be necessary to incorporate the substituted product into the Project which may subsequently become apparent; and

4. Will maintain the same time schedule as for the specified product.

D. Pay for review of substitutions in accordance with Section 01 33 02 “Shop Drawings.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 00 APPLICATION FOR PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Submit Applications for Payment for completed Work and for materials and equipment in accordance with the General Conditions, the Supplementary Conditions, the Agreement, and this Section. The Contract Price is to include costs for:

1. Providing the Work in accordance with the Contract Documents;
2. Installing Owner furnished equipment and materials, if any;
3. Providing Work for alternates and allowances, if any;
4. Providing Work for extra work items, if any and if authorized
5. Commissioning, startup, training, and initial maintenance and operation;
6. Acceptance testing at the manufacturer's facilities or at the Site;
7. All home office overhead costs and expenses, including profit made directly or indirectly from the Project;
8. Project management, contract administration, and field office and field operations staff including supervision, clerical support, and technology system support;
9. Professional services including design fees, legal fees, and other professional services;
10. Bonds and insurance;
11. Permits, licenses, patent fees, and royalties;
12. Taxes;
13. Providing all documentation and Samples required by the Contract Documents;
14. Facilities and equipment at the Site including:
    a. Field offices, office furnishings, and all related office supplies, software, and equipment,
    b. Storage facilities for Contractor's use and storage facilities for stored materials and equipment including spare parts storage,
    c. Shops, physical plant, construction equipment, small tools, vehicles, and technology and telecommunications equipment,
    d. Safety equipment and facilities to provide safe access and working conditions for workers and for others working at the Site,
    e. Temporary facilities for power and communications,
    f. Potable water and sanitation facilities, and
    g. Mobilization and demobilization for all these facilities and equipment.
15. Products, materials, and equipment stored at the Site or other suitable location in accordance with Section 01 31 00 "Project Management and Coordination";

16. Products, materials, and equipment permanently incorporated into the Project;
17. Temporary facilities for managing water including facilities for pumping, storage, and treatment as required for construction and protection of the environment;
18. Temporary facilities for managing environmental conditions and Constituents of Concern;
19. Temporary facilities such as sheeting, shoring, bracing, formwork, embankments, storage facilities, working areas, and other facilities required for construction of the Project;
20. Temporary and permanent facilities for protection of all overhead, surface, or underground structures or features;
21. Temporary and permanent facilities for removal, relocation, or replacement of any overhead, surface, or underground structures or features;
22. Products, materials, and equipment consumed during the construction of the Project;
23. Contractor labor and supervision to complete the Project including that provided through Subcontractors or Suppliers;
24. Correcting Defective Work during the Contract Times, during the Correction Period, or as required to meet any warranty provision of the Contract Documents;
25. Risk associated with weather and environmental conditions, startup, and initial operation of facilities including equipment, processes, and systems;
26. Contractor safety programs, including management, administration, and training;
27. Maintenance of facilities including equipment, processes, and systems until operation is transferred to Owner;
28. Warranties, extended or special warranties, or extended service agreements;
29. Cleanup and disposal of any and all surplus materials; and
30. Demobilization of all physical, temporary facilities not incorporated into the Project.

B. Include the cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price.

C. Provide written approval of the surety company providing performance and payment bonds for the Schedule of Values, Application for Payment form, and method of payment prior to submitting the first Application for Payment. Submit approval using the “Consent of Surety Company to Payment Procedures” form provided by the Construction Manager. Payment will not be made without this approval.

D. Construction Manager may withhold processing the Applications for Payment if any of the following processes or documentation is not up to date:
    1. Progress Schedule per Section 01 33 05 “Construction Progress Schedule.”
    2. Project videos and photographs per Section 01 33 06 “Graphic Documentation.”
    3. Record Documents per Section 01 31 13 “Project Coordination.”

1.02 SCHEDULE OF VALUES

A. Divide the Contract Price into an adequate number of line items to allow more accurate determination of the earned value for each line item when evaluating progress payments. Submit a detailed Schedule of Values for the Project at least 10 days prior to submitting the first Application for Payment using forms provided by the Construction Manager.

B. Do not apply for payment until the Schedule of Values has been approved by the Construction Manager.

C. Divide the cost associated with each line item in the Schedule of Values into installation and materials components.

1. Installation cost is to include all cost associated with the line item except materials cost.

2. Materials cost is the direct cost (as verified by invoice values) for products, materials, and equipment to be permanently incorporated into the Project associated with the line item.

3. Installation cost is to include all direct costs and a proportionate amount of the indirect costs for the Work associated with each line item. Include costs not specifically set forth as an individual payment item but required to provide a complete and functional system.

4. The sum of materials and installation costs for all line items must equal the Contract Price.

D. Use each unit price line item in the Agreement as a line item in the Schedule of Values. The sum of materials and installation costs for each line item for unit price contracts must equal the value of the line item in the Agreement. In addition to the installation cost described in Paragraph **[1.02.C.3]**, installation costs for unit price items are to include costs for waste and overages.

1. Installation and materials cost may be left as a single installation component if:

a. Contractor does not intend to request payment for stored materials for that line item; or

b. Work in the line item will be completed within a single payment period.

2. Provide adequate detail to allow a more accurate determination of the earned value for installation costs, expressed as a decimal fraction of Work completed, for each line item.

3. Installation cost line items may not exceed $50,000.00. Items that are not subdivided into smaller units may only be included in the Application for Payment when Work on the entire unit is complete.

4. Lump sum items may be divided into an estimated number of units to estimate earned value. The estimated number of units times the cost per unit must equal the lump sum amount for that line item.

5. Include Contractor’s overhead and profit in the installation costs each line item in proportion to the value of the line item to the Contract Price.

6. Include cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price for each item.

7. Line items may be used to establish the value of Work to be added or deleted from the Project.

E. Include a breakdown of both mobilization and demobilization costs in the Schedule of Values. The total cost for both mobilization and demobilization may not exceed **[five]** percent of the total Contract Price. Payment for mobilization and demobilization will be based on the earned value of Work completed. Payment for these costs will only be made for Work completed for the following:

1. Bonds and insurance;

2. Transportation and setup for equipment;

3. Transportation and/or erection of all field offices, sheds, and storage facilities;

4. Salaries for preparation of documents required before the first Application for Payment; and

5. Salaries for field personnel directly related to the mobilization of the Project.

1.03 SCHEDULE OF ANTICIPATED PAYMENTS

A. Submit a schedule of the anticipated Application for Payments showing the anticipated application numbers, submission dates, and the amount to be requested for each Application for Payment on the form provided by the Construction Manager.

B. Update the schedule of anticipated payments as necessary to provide a reasonably accurate indication of the funds required to make payments each month to the Contractor for Work performed.

1.04 ALTERNATES, ALLOWANCES, AND EXTRA WORK ITEMS

A. Include line items and amounts for specified alternate Work and allowances for Work in the Agreement, if any, and as described in Section 01 23 10 “Alternates and Allowances.”

B. Include line items and amounts for Extra Work items in the Agreement, if any, and as described in Section 01 29 01 “Measurement and Basis for Payment.”

1.05 RETAINAGE AND SET-OFFS

A. Retainage will be withheld from each Application for Payment per the Agreement.

B. Reduce payments for set-offs per the General Conditions as directed by the Construction Manager.

1.06 PROCEDURES FOR SUBMITTING AN APPLICATION FOR PAYMENT

A. Submit a draft Application for Payment to the Construction Manager each month at least **[20]** days before the date established in the Agreement for Owner to make progress payments. Do not submit Applications for Payment more often than monthly. Review the

draft Application for Payment with the Construction Manager to determine concurrence with:

1. Values requested for materials and equipment, stored or incorporated into the Project as documented by invoices;
2. The earned value for installation costs for each line item in the Application for Payment form expressed as a percent complete for that line item;
3. The quantity of Work completed for each unit price item;
4. Amount of retainage to be held; and
5. Set-offs included in the Application for Payment.

B. Submit Applications for Payment to the Construction Manager after agreement has been reached on the draft Application for Payment with the Construction Manager.

C. Provide all information requested in the Application for Payment form. Do not leave any blanks incomplete. If information is not applicable, enter "N/A" in the space provided.

1. Number each application sequentially and include the dates for the application period.
2. Complete the "Contract Time Summary" section on the Application for Payment form. If the Final Completion date shows the Project is more than 30 days behind schedule, revise the Schedule of Anticipated Payments to correspond to the updated schedule required per Section 01 33 05 "Construction Progress Schedule."
3. Complete the "Summary of Earned Value and Set-offs" section on the Application for Payment form. Show the total amounts for earned value of original Contract performed, earned value for Work on approved Contract Amendments and Change Orders, retainage and set-offs.
4. Sign and date the Contractor's Certification on the Application for Payment form that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.
5. Include "Attachment A - Tabulation of Earned Value of Original Contract Performed" to show the value of materials stored and successfully incorporated into the Project and the earned value for installation of the Work for each line item in the Application for Payment for Work. Attachment A includes Work on the original Contract Price and on approved Contract Amendments and Change Orders.
6. Include "Attachment B - Tabulation of Values for Materials and Equipment" to track invoices used to support amounts requested as materials in Attachment A. Enter materials to show the amount of the invoice assigned to each item in Attachment A if an invoice includes materials used on several line items.
7. Include "Attachment C - Summary of Set-offs" to document set-offs made per the Contract Documents. Show each set-off as it is applied. Show a corresponding line item to reduce the set-off amount if a payment held by a set-off is released for payment.

8. Include “Attachment D - Retainage Calculation” to show method for calculating retainage. The amount of retainage with respect to progress payments is stipulated in the Agreement. Any request for a reduction in retainage must be accompanied by a Consent of Surety to Reduction or Partial Release of Retainage.

9. Include “Attachment E - EVA Calculation” and the EVA Chart showing the anticipated and actual total earned value of fees, Work, and materials. Create a graphic representation (curve) of the anticipated progress on the Project each month. Compare the anticipated cumulative total earned value of fees, Work, and materials to the actual total earned value of fees, Work, and materials to determine performance on budget and schedule. Adjust the table and curve to incorporate Modifications.

D. Submit attachments in Portable Document Format (PDF).

1. Generate attachments to the Application for Payment using the Excel spreadsheet provided by the Construction Manager.

2. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

1.07 ADJUSTMENTS TO THE SCHEDULE OF VALUES IN THE APPLICATION FOR PAYMENT

A. Submit a Change Proposal to request any changes to the Schedule of Values incorporated into the Application for Payment once approved. A Field Order will be issued by the Construction Manager to modify the Application for Payment form if approved.

B. Payment for materials and equipment shown in the Application for Payment will be made for the total of associated invoice amounts, up to the value shown for materials in the Application for Payment for that line item.

1. If the total amount for invoices for materials and equipment for a line item are less than the amount shown for the materials component of that line item in the Application for Payment, and it can be demonstrated that no additional materials or equipment are required to complete Work described in that item, the difference between the total invoice for materials and equipment and the materials component for that line item can be added to the installation component of that Work item.

2. Costs for material and equipment in excess of the value shown in the Schedule of Values may not be paid for under other line items.

1.08 CONSTRUCTION MANAGER’S RESPONSIBILITY

A. Construction Manager will review each draft Application for Payment with Contractor to reach an agreement on the amount to be recommended to Owner for payment. Contractor is to revise the Application for Payment to incorporate changes, if any, resulting from this review process.

B. Construction Manager will review the Application for Payment to determine that the Application for Payment has been properly submitted and is in accordance with the agreed to draft Application for Payment.

C. Construction Manager will either recommend payment of the Application for Payment to Owner or notify the Contractor of the reasons for not recommending payment. Contractor

may make necessary corrections and resubmit the Application for Payment. Construction Manager will review resubmitted Application for Payment and reject or recommend payment of the Application for Payment to Owner as appropriate.

D. Construction Manager's recommendation of the Application for Payment constitutes a representation that based on its experience and the information available:

1. The Work has progressed to the point indicated;
2. The quality of the Work is generally in accordance with the Contract Documents; and
3. Requirements prerequisite to payment have been met.

E. This representation is subject to:

1. Further evaluation of the Work as a functioning whole;
2. The results of subsequent tests called for in the Contract Documents; or
3. Any other qualifications stated in the recommendation.

F. Construction Manager does not represent by recommending payment that:

1. Inspections made to check the quality or the quantity of the Work as it was performed were exhaustive or extended to every aspect of the Work in progress; or
2. Other matters or issues that might entitle Contractor to additional compensation or entitle Owner to withhold payment to Contractor exist.

G. Neither Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Manager's recommendation of payment imposes responsibility on the Construction Manager or Owner:

1. To supervise, direct, or control the Work;
2. For the means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs;
3. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
4. To make examinations to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price; or
5. To determine that title to the Work, materials, or equipment has passed to Owner free and clear of Liens.

1.09 FINAL APPLICATION FOR PAYMENT

A. Include adjustments to the Contract Price in the final Application for Payment for:

1. Approved Change Orders and Contract Amendments;
2. Allowances not previously adjusted by Change Order;
3. Deductions for Defective Work that have been accepted by the Owner;
4. Penalties and bonuses;
5. Deduction for all final set-offs; and

6. Other adjustments if needed.

B. Construction Manager will prepare a final Change Order reflecting the approved adjustments to the Contract Price which have not been covered by previously approved Change Orders and, if necessary, to reconcile estimated unit price quantities with actual quantities.

C. Submit the final Application for Payment per the General Conditions, including the final Change Order. Provide the following with the final Application for Payment:

1. Evidence of payment or release of Liens on the forms provided by the Construction Manager and as required by the General Conditions.

2. Consent from surety to final payment.

D. Final payment will also require additional procedures and documentation per Section 01 70 00 “Execution and Closeout Requirements.”

1.10 PAYMENT BY OWNER

A. Owner is to pay the amount recommended for monthly payments within 30 days after receipt of the Construction Manager’s recommended Application for Payment.

B. Final payment may take longer than 30 days since Owner’s **[specify board, council, etc.]** must approve final payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

PART 1 - GENERAL

1.01 PAYMENT FOR MATERIALS AND EQUIPMENT

A. Payment will be made for materials and equipment materials properly stored and successfully incorporated into the Project less the specified retainage.

B. Provide a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of Liens. Provide documentation of payment for materials and equipment with the next Application for Payment. Remove items from the tabulation of materials and equipment if this documentation is not provided with the next Application for Payment.

C. Provide evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest.

D. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until final acceptance in accordance with the General Conditions.

E. Payment for materials and equipment does not constitute acceptance of the product.

1.02 MEASUREMENT AND BASIS FOR PAYMENTS ON LUMP SUM ITEMS

A. Measurement for progress payments is the invoice value for stored materials and the earned value for all other cost for constructing each item. Earned value is expressed as the value of the Work completed divided by the total value of installation cost. The total amount paid will be equal to the total lump sum amount for that item.

1.03 MEASUREMENT AND BASIS FOR PAYMENTS ON UNIT PRICE ITEMS

A. Measure the Work using the unit of measure indicated in this Section for each unit price line item. Payment will be made only for the actual measured unit and/or computed length, area, solid contents, number, and weight unless other provisions are made in the Contract Documents. Payment on a unit price basis will not be made for Work outside dimensions shown in the Contract Documents.

B. Payment will be made for the actual quantity of Work completed and for materials and equipment stored during the payment period. Payment amount is the Work quantity measured per Paragraph A above multiplied by the unit price for that line item in the Agreement.

1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS

A. Item 1 - Mobilization:

1. Include the following costs in this offer item:

a. Bonds and Insurance;

b. Transportation and setup of equipment;

c. Transportation and/or erection of all field offices, sheds and storage facilities;

d. Salaries for preparation of documents required before the first Application for Payment;

e. Salaries for field personnel assigned to the Project related to the mobilization of the Project; and

f. Mobilization may not exceed 5 percent of the total Contract Price.

2. Measuring for payment is on a lump sum basis. Payment for mobilization will be based on the earned value of Work completed.

B. Item 2 – Stormwater Pollution Prevention Plan:

1. Includes Stormwater Pollution Prevention Plan measures, furnished, installed, periodically inspected and properly maintained.

2. Measuring for payment is on a lump sum basis. Payment will be based on the percentage of the total storm sewer project that is accepted for payment. Payment will be made for up to 60% of the total amount, with the remaining 40% paid upon final stabilization and removal of measures. No payment will be made for measures that are not in compliance with the TPDES permit.

C. Item 3 – Barricades, Signs, and Traffic Handling:

1. Includes installation and removal of temporary paving, signage, barricades, channelization devices and work zone pavement markings.

2. Measuring for payment will be made on a lump sum basis. Partial payment will be made for this item based on the percentage of the total storm sewer project that is accepted for payment.

D. Items 4-8 – Storm Sewer Lines, Open Cut or Other than Open Cut:

1. Includes storm sewer conduit, trench excavation, compacted backfill, any special bedding or backfill, ties to existing pipelines, hauling, protection of existing utilities, testing of lines, project cleanup and any changing surface and/or subsurface conditions.

2. Measuring for payment will be made on a linear foot basis, up to the maximum quantity listed in the bid proposal, for pipe furnished and installed in accordance with the plans and specifications.

3. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses paved areas for Open Cut method:

Trench excavated, shoring installed, but conduit not installed	0.25
Trench excavated and conduit installed	0.50
Conduit installed and trench backfilled to street subgrade	0.80
Conduit installed and trench backfilled to street subgrade, leakage test completed	0.90
Applicable mandrel test completed	1.00

4. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses paved areas for Other than Open Cut method:

Tunnel or bore excavated and shoring installed	0.50

Conduit installed and tunnel or bore space grouted	0.75
Access shafts backfilled to street subgrade, applicable leakage test completed	0.90
Applicable mandrel test completed	1.00

5. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses unpaved areas for Open Cut method:

Trench excavated, shoring installed, but conduit not installed	0.25
Trench excavated and conduit installed	0.50
Conduit installed and trench backfilled to topsoil subgrade	0.80
Conduit installed and trench backfilled to topsoil subgrade, leakage test completed	0.90
Topsoil installed	0.95
Applicable mandrel test completed	1.00

6. Incremental payment factors will be applied to the unit bid price as follows for the stage of construction where the project crosses unpaved areas for Other than Open Cut method:

Tunnel or bore excavated and shoring installed	0.50
Conduit installed and tunnel or bore space grouted	0.75
Access shafts backfilled to topsoil subgrade, applicable leakage test completed	0.90
Topsoil installed at access shafts	0.95
Grading and cleanup completed and applicable mandrel test completed	1.00

7. Cost for trench access safety system and Other than Open Cut access shaft safety system will be subsidiary to the unit price bid for storm sewer lines in Open Cut and Other than Open cut.

E. Item 9 – Storm Sewer Manholes:

1. Includes manhole riser sections, excavation, any special bedding and backfill and support, the ring and cover, any grade rings or appurtenances, the connection of the manhole to the lines, and other incidental work.
2. Measuring for payment will be made on a per unit basis for each manhole furnished and installed.

F. Item 10 – Pavement Repair Residential:

1. Includes sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incidental to the work.
2. Includes Flexible Base material, hauling, spreading, wetting, rolling, compacting, blading, testing, and all other items incidental to work within the areas designated as eligible for payment on the Paving Plans.
3. Includes Prime Coat materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
4. Includes Asphaltic Concrete Pavement materials, hauling, placing, compacting, rolling, testing, tack coat, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans and in compliance with City requirements.
5. Measuring for payment of Pavement Repair Residential will be made on a per square yard basis for HMAC installed.

a. Hot-Mix Asphaltic Concrete Paving will be used within the eligible limits along Hartford, 2nd, and Fordham Street.

G. Item 11 – Pavement Repair Arterial:

1. Includes sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incidental to the work.
2. Includes Flexible Base material, hauling, spreading, wetting, rolling, compacting, blading, testing, and all other items incidental to work within the areas designated as eligible for payment on the Paving Plans.
3. Includes Prime Coat materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
4. Includes Asphaltic Concrete Pavement materials, hauling, placing, compacting, rolling, testing, tack coat, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans and in compliance with City requirements.
5. Measuring for payment of Pavement Repair Arterial will be made on a per square yard basis for HMAC installed.
    a. Hot-Mix Asphaltic Concrete Paving will be used within the eligible limits along Erskine Avenue.

H. Item 12 – Pavement Repair Thoroughfare:

1. Includes sawing, separating for salvage, break-up into specified maximum size, hauling to City of Lubbock specified stockpile location, labor and equipment, and any other item necessary and incidental to the work.
2. Includes Flexible Base material, hauling, spreading, wetting, rolling, compacting, blading, testing, and all other items incidental to work within the areas designated as eligible for payment on the Paving Plans.
3. Includes Prime Coat materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
4. Includes Asphaltic Concrete Pavement materials, hauling, placing, compacting, rolling, testing, tack coat, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans and in compliance with City requirements.
5. Measuring for payment of Pavement Repair Thoroughfare will be made on a per square yard basis for HMAC installed.
    a. Hot-Mix Asphaltic Concrete Paving will be used within the eligible limits along Indiana Avenue.

I. Item 13 – Seal Coat:

1. Includes materials, equipment, labor, freight, hauling, spraying, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
2. Measuring for payment of Seal Coat will be made on a per square yard basis for Seal Coat installed.

J. Items 14-19 - Reflective Pavement Marking:

1. Payment of reflective pavement markings will be made on a linear foot or per unit basis for pavement markings furnished and installed, as specified within the areas designated as eligible for payment on the Paving Plans.

K. Item 20 – Cofferdams:

1. Includes materials, installation, dewatering, removal, and all other items incidental to the work.
2. Measuring for payment will be made on a per unit basis for each cofferdam installed, dewatered, and removed. Partial payment can be requested for this item, up to 60% of the total amount can be requested after the installation and dewatering is complete. The remaining 40% will be paid upon completion of the work and subsequent removal of the cofferdam.

L. Items 21 and 22 – Inlet Structures:

1. Includes excavation, earthwork, grading, bedding, backfill, materials, all other appurtenances, and connection to the storm sewer conduit for tower and pre-cast inlet structures.
2. Inlet at Lake 054 is to be built early in project to support City of Lubbock FEMA map update efforts.
3. Measuring for payment will be made on a per unit basis for each inlet structure installed.

M. Item 23 – Articulated Concrete Block Mattresses and Geotextile Fabric:

1. Includes articulated concrete block mattresses, geotextile fabric, and any other materials, anchorages, labor, equipment, and superintendence necessary to install the mattresses as specified.
2. Measuring for payment will be made on a per square foot basis of articulated concrete block mattress installed as specified and according to manufacturer requirements.

N. Items 24-25 – Crossing Sanitary Sewer Line:

1. Includes all required for removal and replacement of crossing sanitary sewer lines, including cutting existing crossing pipe, new pipe as specified, connection to existing sanitary sewer line, existing pipe removal and disposal, required pump around, and any other materials, labor, equipment, and superintendence necessary to install new sanitary sewer lines at the listed diameters and at the locations shown on the plans.
2. Measuring for payment will be made on a per linear foot basis of sanitary sewer line installed as specified.

O. Items 26-31 – Crossing Water Line:

1. Includes all required for removal and replacement of crossing water lines, including cutting existing crossing pipe, new pipe as specified, ductile iron fittings, connection to existing water line, existing pipe removal and disposal, and any other materials, labor, equipment, and superintendence necessary to install new water lines at the listed diameters and at the locations shown on the plans.
2. Measuring for payment will be made on a per linear foot basis of water line installed as specified.

P. Item 32 – Remove Concrete Curb and Gutter:

1. Includes all sawing, chipping, breaking, hauling, disposal or recycling, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
2. Measuring for payment will be made on a per linear foot basis of curb and gutter removed and the Owner's Representative will be the final authority on the quantity eligible for payment.

Q. Item 33 – Concrete Curb and Gutter:

1. Includes all materials, labor, forms, placement, finishing, curing, subgrade preparation, ancillary pavement cuts and repairs, joint sealants, and all other items incidental to the work within the areas designated as eligible for payment on the Paving Plans.
2. Measuring for payment will be made on a per linear foot basis of curb and gutter constructed.

R. Items 34 and 35 – Removal and Replacement of Concrete Flatwork:

1. Includes all sawing, chipping, breaking, hauling, disposal or recycling, and all other items incidental to removal of concrete flatwork (valley gutter, pilot channel, riprap, and sidewalk) as specified within the areas designated as eligible for payment on the Paving Plans.
2. Includes all materials, labor, forms, placement, finishing, curing, subgrade preparation, ancillary pavement cuts and repairs, joint sealants, and all other items incidental to the replacement of concrete flatwork (valley gutter, pilot channel, riprap, and sidewalk) as specified within the areas designated as eligible for payment on the Paving Plans.
3. Measuring for payment will be made on a per square yard basis of concrete flatwork removed and replaced and the Owner's Representative will be the final authority on the removal quantity eligible for payment.

S. Item 36 – Vegetation Restoration:

1. Includes seed, proper preparation of the soil, adequate watering and fertilization until vegetation is established.
2. Measuring for payment will be made on a per acre basis for seed of restored vegetation. Partial payment can be requested. Following installation up to 60% of the total payment may be requested. The remaining 40% will be held until the Owner's Representative determines vegetation has been established.

T. Item 37 – Tree Protection:

1. Includes all labor, equipment, and superintendence necessary to provide tree protection as specified in the areas shown on the plans.
2. Measuring for payment will be made on a lump sum basis.

U. Items 38 and 39 – Gabions:

1. Includes all materials (including filter fabric, gabion containers, connectors, stones, backfill and appurtenances), tools, labor, equipment, and all other work incidental to install the gabion structures in accordance with the intent of the Drawings and Specifications.

2. Excavation and all subgrade preparation required for shaping the foundation for the wire containers shall be included in the unit price bid.

3. Measurement of gabion structures, complete in place, shall be based on the volume in cubic yards determined by the actual length, width, and height. Payment for the gabion structures shall be made at the price bid per cubic yard. This price shall compensate for furnishing and placing all materials.

1.05 MEASUREMENT AND BASIS FOR PAYMENT FOR ADDITIVE ALTERNATE ITEMS

A. Items A-1 and A-2 – Storm Water Treatment Device

1. Includes all materials, labor, equipment, and superintendence necessary to install water quality treatment units and connect to the storm sewer line in the locations shown on the plans and according to manufacturer requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish resources required to complete the Project in accordance with the Contract Documents and within the Contract Times.

B. Construct Project in accordance with current safety practices.

C. Manage Site to allow access to Site and control construction operations.

D. Construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.

E. Provide temporary controls for pollution, management of water, and management of excess earth as required in Section 01 57 00 “Temporary Controls” and in Section 01 57 23 “Temporary Stormwater Pollution Control.”

1.02 STANDARDS

A. Perform Work to comply with:

1. Requirements of the Contract Documents;

2. Laws and Regulations; and

3. Specified industry standards.

1.03 DOCUMENTATION

A. Provide documents in accordance with Section 01 33 00 “Document Management.”

B. Provide copies of Supplier’s printed storage instructions prior to furnishing materials or products and installation instructions prior to beginning the installation.

C. Incorporate field notes, sketches, recordings, and computations made by the Contractor in Record Drawings per Section 01 31 13 “Project Coordination.”

1.04 PERMITS

A. Obtain environmental permits required for construction at the Site.

B. Provide required permits for transporting heavy or oversized loads.

C. Provide other permits required to conduct any part of the Work.

1. City of Lubbock Barricade Permit

2. TxDOT Utility Crossing Permit

D. Arrange for inspections and certification by agencies having jurisdiction over the Work and include the cost for these inspections and certifications in the Contract Price.

E. Make arrangements with private utility companies and pay fees associated with obtaining services or inspections.

F. Retain copies of permits and licenses at the Site and comply with all regulations and conditions of the permit or license.

1.05 SAFETY REQUIREMENTS

A. Manage safety to protect the safety and welfare of persons at the Site.

B. Provide safe access to move through the Site. Provide protective devices to warn and protect from hazards at the Site.

C. Provide safe access for those performing tests and inspections.

D. Maintain a supply of personal protective equipment for visitors to the Site.

E. Comply with latest provisions of the Occupational Health and Safety Administration (OSHA) and other Laws and Regulations.

F. Cooperate with accident investigations. Provide two copies of all reports, including insurance company reports, prepared concerning accidents, injuries, or deaths related to the Project to the Construction Manager as Record Data per Section 01 31 13 “Project Coordination.”

1.06 ACCESS TO THE SITE

A. Maintain access to the facilities at all times. Do not obstruct roads, pedestrian walks, or access to the various buildings, structures, stairways, or entrances. Provide safe access for normal operations during construction.

B. Provide adequate and safe access for inspections. Leave ladders, bridges, scaffolding, and protective equipment in place until inspections have been completed. Construct additional safe access if required for inspections.

C. Use roadways for construction traffic only with written approval of the appropriate representatives of each entity. Roadways may not be approved for construction traffic. Obtain written approval to use roads to deliver heavy or oversized loads to the Site. Furnish copies of the written approvals to the Construction Manager as Record Data per Section 01 31 13 “Project Coordination.”

1.07 CONTRACTOR’S USE OF THE SITE

A. Limit the use of Site for Work and storage to those areas designated on the Drawings or approved by the Construction Manager. Coordinate the use of the Site with the Construction Manager.

B. Provide security at the Site as necessary to protect against vandalism and loss by theft.

C. Park construction equipment in designated areas only and provide spill control measures as discussed in Section 01 57 00 “Temporary Controls.”

D. Park employees’ vehicles in designated areas only.

E. Obtain written permission of the property owner before entering privately-owned land outside of the Owner’s property, rights-of-way, or easements.

F. Cooperate with public and private agencies with facilities operating within the limits of the Project. Provide 48 hours' notice to any applicable agency when Work is anticipated to proceed in the vicinity of any facility by using Dig Tess and calling 1-800-344-8377.

G. Conduct of Contractor's or Subcontractor's Employees:

1. Do not permit alcoholic beverages or illegal substances on the Site. Do not allow persons under the influence of alcoholic beverages or illegal substances to enter or remain on the Site at any time. Persons on Site under the influence of alcoholic beverages or illegal substances will be permanently prohibited from returning to the Site. Criminal or civil penalties may also apply.

2. Do not allow the use of offensive language or sexual harassment in any form. These actions will cause immediate and permanent removal of the offender from the premises. Criminal or civil penalties may apply.

3. Require workers to wear clothing that is inoffensive and meets safety requirements. Do not allow sleeveless shirts, shorts, or any exceedingly torn, ripped, or soiled clothing to be worn on the Site.

4. Do not allow the use, possession, concealment, transportation, promotion, or sale of the following prohibited items anywhere on the Site:

a. Firearms (including air rifles and pistols and BB or pellet guns) and ammunition;

b. Bows, crossbows, arrows, bolts, or any other projectile weapons;

c. Explosives of any kind, including fireworks;

d. Illegal knives;

e. Other weapons prohibited by state Laws and Regulations; and

f. Any other item that has been designed or intended to be used as a weapon.

No exceptions will be made for the possession of a firearm by a person that has a valid state-issued license to carry a firearm. Remove any of the prohibited items listed above from the Site immediately and permanently. Any person found to be in possession of any prohibited item must also be removed from the Site and may be reported to local law enforcement.

1.08 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Examine the Site and review the available information concerning the Site. Locate utilities, underground facilities, and existing structures. Verify the elevations of the structures adjacent to excavations. Report any discrepancies from information in the Contract Documents to the Construction Manager before beginning construction.

B. Determine if existing structures, poles, piping, or other utilities at excavations will require relocation or replacement. Prepare a Plan of Action per Section 01 31 13 "Project Coordination." Coordinate Work with local utility company and others for the relocation or replacement.

C. Protect utilities, underground facilities and existing structures unless they are shown to be replaced or relocated on the Drawings. Restore damaged items to the satisfaction of the Owner and utility or property owner.

D. Carefully support and protect all structures and/or utilities so that there will be no failure or settlement where excavation or demolition endangers adjacent structures and utilities. Do not take existing utilities out of service unless required by the Contract Documents or approved by the Construction Manager. Notify and cooperate with the utility owner if it is necessary to move services, poles, guy wires, pipelines, or other obstructions.

E. Protect existing trees and landscaping at the Site. Mark trees that may be removed during construction and review with the Construction Manager for approval before removing. Protect trees to remain from damage limiting activity, including stockpiling of materials within the drip line of the tree.

F. Protect buildings from damage when handling material or equipment. Protect finished surfaces, including floors, doors, and jambs. Remove doors and install temporary wood protective coverings over jambs, if needed.

1.09 FIELD VERIFICATION

A. Perform complete field measurements prior to purchasing products or beginning construction for products required to fit existing conditions.

B. Verify property lines, control lines, grades, and levels indicated on the Drawings.

C. Verify pipe class, equipment capacities, existing electrical systems, and power sources for existing conditions.

D. Check Shop Drawings and indicate the actual dimensions available where products are to be installed.

E. Include field measurements in Record Documents as required in Section 01 31 13 “Project Coordination.”

1.10 REFERENCE DATA AND CONTROL POINTS

A. Construction Manager will provide the following control points:

1. Base line or grid reference points for horizontal control.

2. Benchmarks for vertical control.

B. Locate and protect control points prior to starting the Work and preserve permanent reference points during construction. Designated control points may be on an existing structure or monument. Do not change or relocate points without prior approval of the Construction Manager. Notify Construction Manager when a reference point is lost, destroyed, or requires relocation. Replace Project control points on the basis of the original survey. Control points or benchmarks damaged, disturbed or destroyed as a result of the Contractor’s negligence will be restored by the Construction Manager. Owner will impose a set-off as compensation for the effort required.

C. Provide complete engineering layout of the Work needed for construction.

1. Provide competent personnel. Provide equipment including accurate surveying instruments, stakes, platforms, tools, and materials.

2. Provide surveying with accuracy meeting the requirements established for Category 5 Construction Surveying as established in the Manual of Practice of Land Surveying in Texas published by the Texas Society of Professional Surveyors, latest revision.

3. Provide Record Data per Section 01 31 13 “Project Coordination” and measurements per standards.

1.11 DELIVERY AND STORAGE

A. Deliver products and materials to the Site in time to prevent delays in construction.

B. Deliver packaged products to Site in original undamaged containers with identifying labels attached. Open cartons as necessary to check for damage and to verify invoices. Reseal cartons and store properly until used. Leave products in original packages or other containers until installed. If original packages or containers are damaged, repackage in containers and include packing slips, labels and other information from the original packaging.

C. Deliver products that are too large to fit through openings to the Site in advance of the time enclosing walls and roofs are erected. Set in place, raised above floor on cribs or pallets.

D. Assume full responsibility for the protection and safekeeping of products stored at the Site.

E. Store products at locations acceptable to the Construction Manager and to allow Owner access to maintain and operate existing facilities.

F. Store products in accordance with the Supplier’s storage instructions immediately upon delivery. Leave seals and labels intact. Arrange storage to allow access for maintenance of stored items and for inspection. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

G. Provide additional storage areas as needed for construction. Store products subject to damage by elements in substantial weather-tight enclosures or storage sheds. Provide and maintain storage sheds as required for the protection of products. Provide temperature, humidity control, and ventilation within the ranges stated in the Supplier’s instructions. Remove storage facilities at the completion of the Project.

H. Protect the pipe interior. Keep all foreign materials such as dirt, debris, animals, or other objects out of the pipe during the Work.

I. Provide adequate exterior storage for products that may be stored out-of-doors.

1. Provide substantial platforms, blocking, or skids to support materials and products above ground which has been sloped to provide drainage. Protect products from soiling or staining.

2. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet materials. Provide ventilation to prevent condensation below covering.

3. Store loose, granular materials on clean, solid surfaces, or on rigid sheet materials, to prevent mixing with foreign matter.

4. Provide surface drainage to prevent erosion and ponding of water.

5. Prevent mixing of refuse or chemically injurious materials or liquids with stored materials.

6. Pipes and conduits stored outdoors are to have open ends sealed to prevent the entrance of dirt, moisture, and other injurious materials. Protect PVC pipe from ultraviolet light exposure.

7. Store products to prevent wind damage.

J. Maintain storage facilities. Inspect stored products on a weekly basis and after periods of severe weather to verify that:

1. Storage facilities continue to meet specified requirements;

2. Supplier's required environmental conditions are continually maintained; and

3. Products that can be damaged by exposure to the elements are not adversely affected.

K. Replace any stored item damaged by inadequate protection or environmental controls.

L. Payment may be withheld for any products not properly stored.

1.12 CLEANING DURING CONSTRUCTION

A. Provide positive methods to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from disbursing into the atmosphere. Control dust and dirt from demolition, cutting, and patching operations.

B. Clean the Site as Work progresses and dispose of waste materials, keeping the Site free from accumulations of waste or rubbish. Provide containers at the Site for waste collection. Do not allow waste materials or debris to blow around or off of the Site. Control dust from waste materials. Transport waste materials with as few handlings as possible.

C. Comply with Laws and Regulations. Do not burn or bury waste materials. Remove waste materials, rubbish, and debris from the Site and legally dispose of these at public or private disposal facilities.

1.13 MAINTENANCE OF ROADS, DRIVEWAYS, AND ACCESS

A. Maintain roads and streets in a manner that is suitable for safe operations of public vehicle during all phases of construction unless the Owner approves a street closing. Do not close public roads overnight. Coordinate and arrange for emergency vehicle access when streets are to be closed.

B. Submit a Notification by Contractor for Owner's approval of a street closing. The request must state:

1. The reason for closing the street.

2. How long the street will remain closed.

3. Procedures to be taken to maintain the flow of traffic.

C. Obtain permits and permissions of the entity that owns the road prior to any Work and provide a copy of the permit or permission Record Data per Section 01 31 13 "Project Coordination."

D. Construct temporary detours, including by-pass roads around construction, with adequately clear width to maintain the free flow of traffic at all times. Maintain barricades, signs, and safety features around the detour and excavations. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

E. Assume responsibility for any damage resulting from construction along roads or drives.

1.14 BLASTING

A. Blasting is not allowed for any purpose.

1.15 ARCHAEOLOGICAL REQUIREMENTS

A. Cease operations immediately and contact the Owner for instructions if historical or archaeological artifacts are found during construction.

B. Conduct all construction activities to avoid adverse impact of the sites where significant historical or archaeological artifacts are found or identified as an area where other artifacts could be found.

1. Obtain details for working in these areas from regulatory agencies.

2. Maintain confidentiality regarding the site(s) of artifacts.

3. Adhere to the requirements of applicable local, state, and federal Laws and Regulations.

4. Notify the Construction Manager and any local, state, or federal agency as required by applicable Laws and Regulations.

C. Do not disturb archaeological sites.

1. Obtain the services of a qualified archaeological specialist to instruct construction personnel on how to identify and protect archaeological finds on an emergency basis.

2. Coordinate activities to permit archaeological work to take place within the area.

a. Attempt to archaeologically clear areas needed for construction as soon as possible.

b. Provide a determination of priority for such areas.

D. Assume responsibility for any unauthorized destruction that might result to such sites by construction personnel, and pay all penalties assessed by state or federal agencies for non-compliance with these requirements.

E. Contract Times will be modified to compensate for delays caused by such archaeological finds. No additional compensation will be paid for delays.

1.16 ENDANGERED SPECIES RESOURCES

A. Do not perform any activity that is likely to destroy or adversely modify the habitat or jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA) or applicable state Laws and Regulations.

B. Cease Work immediately in the area of the encounter and notify the Construction Manager if a threatened or endangered species is encountered during construction. Construction Manager will implement actions in accordance with the ESA and applicable state statutes. Resume construction in the area of the encounter when authorized to do so by the Construction Manager.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 13 PROJECT COORDINATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Administer contract requirements to construct the Project. Provide documentation per the requirements of this Section. Provide information as requested by the OPT.

1.02 DOCUMENTATION

A. Provide documents in accordance with Section 01 33 00 “Document Management.”

1.03 COMMUNICATION DURING THE PROJECT

A. Construction Manager is to be the first point of contact for all parties on matters concerning this Project.

B. Construction Manager will coordinate correspondence concerning:

1. Contract administration;
2. Clarification and interpretation of the Contract Documents;
3. Contract modifications;
4. Observation of Work and testing; and
5. Claims.

C. Construction Manager will normally communicate only with the Contractor. Any required communication with Subcontractors or Suppliers will only be with the direct involvement of the Contractor.

D. Direct written communications to the Construction Manager at the address indicated at the pre-construction conference. Include the following with communications as a minimum:

1. Name of the Owner;
2. Project name;
3. Contract title;
4. Project number;
5. Date; and
6. A reference statement.

E. Submit communications on the forms referenced in this Section or in Section 01 33 00 “Document Management.”

1.04 PROJECT MEETINGS

A. Pre-Construction Conference:

1. Attend a pre-construction conference;
2. The location of the conference will be determined by the Construction Manager;

3. The time of the conference will be determined by the Construction Manager, but will be after the Notice of Award is issued and not later than 15 days after the Notice to Proceed is issued;
4. The OPT, Contractor's project manager and superintendent, representatives of utility companies, and representatives from major Subcontractors and Suppliers may attend the conference; and
5. Provide and be prepared to discuss:
    a. Preliminary construction schedule per Section 01 33 05 "Construction Progress Schedule";
    b. Preliminary Schedule of Documents per Section 01 33 00 "Document Management";
    c. Schedule of Values and anticipated schedule of payments per Section 01 29 00 "Application for Payment Procedures";
    d. List of Subcontractors and Suppliers;
    e. Contractor's organizational chart as it relates to this Project; and
    f. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents, contract modifications, and payment requests.

B. Progress Meetings:
1. Attend meetings with the Construction Manager, Design Professional, and Owner.
    a. Meet monthly or as requested by the Construction Manager to discuss the Project.
    b. Meet at the Site or other location as designated by the Construction Manager.
    c. Contractor's superintendent and other key personnel are to attend the meeting. Other individuals may be requested to attend to discuss specific matters.
    d. Notify the Construction Manager of any specific items to be discussed a minimum of 1 week prior to the meeting.
2. Provide information as requested by the Construction Manager, Design Professional or Owner concerning this Project. Prepare to discuss:
    a. Status of overall project schedule;
    b. Contractor's detailed schedule for the next month;
    c. Anticipated delivery dates for equipment;
    d. Coordination with the Owner;
    e. Status of documents;
    f. Information or clarification of the Contract Documents;
    g. Claims and proposed modifications to the Contract;
    h. Field observations, problems, or conflicts; and

i. Maintenance of quality standards.

3. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.

C. Pre-Documentation and Pre-Installation Meetings:

1. Conduct pre documentation and pre installation meetings as required in the individual technical Specifications or as determined necessary by the Construction Manager (for example, instrumentation, roofing, concrete mix design, etc.).

2. Set the time and location of the meetings when ready to proceed with the associated Work. Submit a Notification by Contractor in accordance with Paragraph **[1.07]** for the meeting 2 weeks before the meeting. OPT must approve of the proposed time and location.

3. Attend the meeting and require the participation of appropriate Subcontractors and Suppliers in the meeting.

4. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.

D. Weekly Coordination Meetings: Meet on a weekly basis with the Construction Manager or designated on-site representative of the OPT to discuss Work planned for the following week, review coordination issues, testing required, or other issues. Records of these meetings are not required.

1.05 REQUESTS FOR INFORMATION

A. Submit a Request for Information to the Construction Manager to obtain additional information or clarification of the Contract Documents.

1. Submit a separate Request for Information for each item on the form provided by the Construction Manager.

2. Attach adequate information to permit a response without further clarification. Construction Manager will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple reviews due to inadequate information.

3. A response will be made when adequate information is provided. The response will be made on the Request for Information form provided by the Construction Manager.

B. Response to a Request for Information is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.

1. Submit a Change Proposal per Section 01 26 00 “Change Management” if a contract modification is suggested or required.

C. Use the Decision Register to document decisions made at meetings and actions to be taken in accordance with Paragraph 1.06.

D. Use the Action Item Register to document assignments for actions to be taken in accordance with Paragraph 1.06.

1.06 DECISION AND ACTION ITEM REGISTER

A. Construction Manager will maintain a Decision Register to document key decisions made during meetings, telephone conversations, or visits to the Site using the format provided by the Construction Manager:

1. Review the Decision Register prior to each regular meeting.

2. Report any discrepancies to the Construction Manager for correction or discussion at the next monthly meeting.

B. Construction Manager will maintain an Action Item Register in conjunction with the Decision Register to track assignments made during meetings, telephone conversations or visits to the Site using the format provided by the Construction Manager:

1. Review the Action Item Register prior to each regular meeting.

2. Report actions taken after the previous progress meeting on items in the register assigned to the Contractor or through the Contractor to a Subcontractor or Supplier to the Construction Manager. Report on status of progress 1 week prior to each progress meeting established in Paragraph 1.04 to allow Construction Manager to update the register prior to the Progress Meetings.

3. Be prepared to discuss the status at each meeting.

C. Decisions or action items in the register that require a change in the Contract Documents will have the preparation of a Modification as an action items if appropriate. The Contract Documents can only be changed by a Modification.

1.07 NOTIFICATION BY CONTRACTOR

A. Notify the Construction Manager of:

1. Need for testing;

2. Intent to work outside regular working hours;

3. Request to shut down facilities or utilities;

4. Proposed utility connections;

5. Required observation by Construction Manager, Engineer, or inspection agencies prior to covering Work; and

6. Training.

B. Provide notification a minimum of 2 weeks in advance in order to allow OPT time to respond appropriately to the notification.

C. Use the Notification by Contractor form provided by the Construction Manager.

1.08 REQUESTS FOR MODIFICATIONS

A. Submit requests for Modifications per Section 01 26 00 “Change Management.”

1.09 RECORD DATA

A. Submit information required by the Contract Documents that is not related to a product as Record Data using the form provided by the Construction Manager.

1.10 RECORD DOCUMENTS

A. Maintain one complete set of printed Record Documents at the Site including:
   1. Drawings;
   2. Specifications;
   3. Addenda;
   4. Modifications;
   5. Product Data and approved Shop Drawings;
   6. Construction photographs;
   7. Test Reports;
   8. Clarifications and other information provided in Request for Information responses; and
   9. Reference standards.

B. Store printed Record Documents and Samples in the Contractor’s field office.
   1. Record Documents are to remain separate from documents used for construction.
   2. Provide files and racks for the storage of Record Documents.
   3. Provide a secure storage space for the storage of Samples.
   4. Maintain Record Documents in clean, dry, legible conditions, and in good order.
   5. Make Record Documents and Samples available at all times for inspection by the OPT.

C. Maintain an electronic record of Specifications and Addenda to identify products provided in PDF format.
   1. Reference the Product Data number, Shop Drawing number, and O&M manual number for each product and item of equipment furnished or installed.
   2. Reference Modifications by type and number for all changes.

D. Maintain an electronic record of Drawings in PDF format.
   1. Reference the Product Data number, Shop Drawing number, and O&M manual number for each product and item of equipment furnished or installed.
   2. Reference Modifications by type and number for all changes.
   3. Record information as construction is being performed. Do not conceal any Work until the required information is recorded.

4. Mark drawings to record actual construction.
    a. Depths of various elements of the foundation in relation to finished first floor datum or the top of walls.
    b. Horizontal and vertical locations of underground utilities and appurtenances constructed, and existing utilities encountered during construction.
    c. Location of utilities and appurtenances concealed in the Work. Refer measurements to permanent structures on the surface. Include the following equipment:
        1) Piping;
        2) Ductwork;
        3) Equipment and control devices requiring periodic maintenance or repair;
        4) Valves, unions, traps, and tanks;
        5) Services entrance;
        6) Feeders; and
        7) Outlets.
    d. Changes of dimension and detail.
    e. Changes by Modifications.
    f. Information in Requests for Information or included in the Decision Register.
    g. Details not on the original Drawings. Include field verified dimensions and clarifications, interpretations, and additional information issued in response to Requests for Information.
5. Mark Drawings with the following colors:
    a. Highlight references to other documents, including Modifications in blue.
    b. Highlight mark ups for new or revised Work (lines added) in yellow.
    c. Highlight items deleted or not installed (lines to be removed) in red.
    d. Highlight items constructed per the Contract Documents in green.
6. Submit Record Documents to Construction Manager for review and acceptance 30 days prior to Final Completion of the Project.

E. Applications for Payment will not be recommended for payment if Record Documents are found to be incomplete or not in order. Final payment will not be recommended without complete Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 00 DOCUMENT MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Submit documentation as required by the Contract Documents and as requested by the Construction Manager.

B. Use the Project Management Information System (PMIS) provided by the Construction Manager**.** Software for the PMIS is FNiManager which has the following system requirements:

1. Operating Systems: Windows 7 or later and OS X v10.8 or later.

2. Supported Internet Browsers: Internet Explorer 11.0 or later, Google Chrome 70.0 or later, Firefox 63.0 or later, Safari 11.0 or later, and Microsoft Edge 17.0 or later.

3. Screen Resolution: The recommended screen resolution is 1280 x 1024 or higher. The minimum screen resolution required to support all features is 1024 x 768.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Documents not meeting these criteria will be returned without review as “Not Approved.”

1.03 CONTRACTOR’S RESPONSIBILITIES

A. Review documents prior to submission. Make certifications as required by the Contract Documents and as indicated on Construction Manager provided forms.

B. Provide a Schedule of Documents to list the documents that are to be submitted, the dates on which documents are to be sent to the Construction Manager for review. Use the form provided by the Construction Manager for this list.

C. Incorporate the dates for processing documents into the Progress Schedule required by Section 01 33 05 “Construction Progress Schedule.”

1. Provide documents in accordance with the schedule so construction of the Project is not delayed.

2. Allow a reasonable time for the review of documents when preparing the Progress Schedule. Assume a 14-day review cycle for each document unless a longer period of time is indicated in the Contract Documents or agreed to by Construction Manager and Contractor.

3. Schedule delivery of review documents to provide all information for interrelated Work at one time.

4. Allow adequate time for processing documents so construction of the Project is not delayed.

1.04 FORMS AND WORKFLOWS

A. Use the forms or workflow process provided by the Construction Manager for project documentation.

1.05 DOCUMENT PREPARATION AND DELIVERY PROCEDURES

A. Deliver documents in electronic format as directed by the Construction Manager.

1. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Deliver all documents in Portable Document Format (PDF).

a. Create PDF document using Bluebeam Revu software.

b. Create PDF documents from native format files unless files are only available from scanned documents.

c. Rotate pages so that the top of each document appears at the top of the monitor screen when opened in PDF viewing software.

d. Provide PDF document with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 22 x 34 paper.

e. Submit color PDF documents where color is required to interpret the document.

f. Create or convert documents to allow text to be selected for comments or searched using text search features. Run scanned documents through Optical Character Recognition (OCR) software if necessary.

g. Flatten markups in documents to prevent markups made by Contractor from being moved or deleted. Flatten documents to allow markup recovery.

h. Use Bluebeam Revu software to reduce file size using default settings except the option for “Drop Metadata”. Uncheck the “Drop Metadata” box when reducing file size.

i. Add footers to each document with the name of the Project.

B. Software Requirements:

1. OPT and Contractor will each acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the following software formats:

Document	Document Format
Email	.htm, .rtf, or .txt without formatting that impairs legibility of content on screen or in printed copies
Submittals	Bluebeam PDF
Applications for Payment	Bluebeam PDF and Microsoft® Excel
Progress Schedules	PDF and Schedule in Native Format

Document	Document Format
Layouts and drawings to be submitted to Owner for future use and modification.	Autodesk® AutoCAD .dwg format or Bentley® Microstation .dgn format
Document submitted to OPT for future word processing use and modification.	Microsoft® Word
Spreadsheets and data submitted to OPT for future data processing use and modification.	Microsoft® Excel

2. Software will be the version currently published at the time Contract is signed, unless a specific software version in listed in the Supplementary Conditions. Prior to using any updated version of the software required in this Section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or convert to comply with this Paragraph 1.05.B.

1.06 DOCUMENTATION

A. Furnish documents as indicated in Section 01 33 01 “Document Register” or in the individual Specification Sections. Submit documents per the procedures described in the Contract Documents.

B. Submit documents per the Specification Sections shown in the following table:

Document Type	Specification Section
Application for Payment	01 29 00
Certified Test Report	01 33 02 for approval of product 01 40 00 to demonstrate compliance
Change Management	01 26 00
Equipment Installation Report	01 75 00
Graphic Documentation	01 33 06
Notification by Contractor	01 31 13
Operation & Maintenance Manuals	01 33 04
Product Data	01 33 03
Progress Schedules	01 33 05
Record Data	01 31 13
Request for Information	01 31 13
Schedule of Values	01 29 00
Shop Drawing	01 33 02
Substitutions	01 26 00
Suppliers and Subcontractors	01 31 13 01 33 03

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 01 DOCUMENT REGISTER

Specification Section	Specification Description	Paragraph No.	Types of Documents Required		
			Product Information	Sample or Mockup	Operation Data

01 33 02 SHOP DRAWINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Shop Drawings are required for those products that cannot adequately be described in the Contract Documents to allow fabrication, erection, or installation of the product without additional detailed information from the Supplier.

B. Submit Shop Drawings as required by the Contract Documents and as reasonably requested by the Construction Manager to:

1. Record the products incorporated into the Project;

2. Provide detailed information for the products proposed for the Project regarding their fabrication, installation, commissioning, and testing; and

3. Allow the Design Professional to advise the Owner if products proposed for the Project by the Contractor conform, in general, to the design concepts of the Contract Documents.

C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Shop Drawings, Samples, or mockups.

D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be approved Change Order or Field Order.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Shop Drawings not meeting these criteria will not be approved.

B. Demonstrate that the proposed products are in full compliance with the design criteria and requirements of the Contract Documents, or will be if deviations requested per Paragraph 1.10 are approved.

C. Furnish and install products that fully comply with the information included in the Shop Drawings.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Furnish Shop Drawings for products as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections.

B. Include Shop Drawings in the Document Register required by Section 01 33 00 "Document Management" to indicate the Shop Drawings to be submitted, the dates on which Shop Drawings are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.

C. Incorporate the dates for processing Shop Drawings into the Progress Schedule required by Section 01 33 05 "Construction Progress Schedule."

1. Submit Shop Drawings in accordance with the schedule so construction of the Project is not delayed.
2. Submit Shop Drawings for interrelated Work at one time.
3. Allow adequate time for ordering, fabricating, delivering, and installing products so construction of the Project is not delayed.

D. Complete the following before submitting a Shop Drawing or Sample:

1. Prepare and review the Shop Drawing or Sample. Coordinate the Shop Drawing or Sample with other Shop Drawings and Samples, with the requirements of the Work, and the Contract Documents;
2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to Shop Drawings and Samples;
3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

E. Determine and verify:

1. Field measurements, quantities, and dimensions are shown on the Shop Drawing and are accurate;
2. Location of existing structures, utilities, and equipment related to the Shop Drawing have been shown and conflicts between the products, existing structures, utilities, and equipment have been identified;
3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;
4. Shop Drawing is complete for its intended purpose; and
5. Conflicts between the Shop Drawing related to the various Subcontractors and Suppliers have been resolved.

F. Review Shop Drawings prior to submitting to the Construction Manager. Certify that all Shop Drawings have been reviewed by the Contractor and are in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Shop Drawings except for deviations specifically brought to the Construction Manager's attention on an attached Shop Drawing Deviation Request form in accordance with Paragraph 1.09.

G. Fabrication or installation of any products prior to the approval of Shop Drawings is done at the Contractor's risk. Defective products may be rejected at the Owner's option.

H. Payment will not be made for products for which Shop Drawings or Samples are required until these are approved by the Construction Manager and Design Professional.

1.04 DOCUMENTATION

A. Provide adequate information in Shop Drawings and with Samples so the Design Professional can:

1. Assist the Owner in selecting colors, textures, or other aesthetic features.

2. Compare the proposed features of the product with the specified features and advise Owner that the product does, in general, conform to the Contract Documents.

3. Compare the performance features of the proposed product with those specified and advise the Owner that the product does, in general, conform to the performance criteria specified in the Contract Documents.

4. Review required certifications, guarantees, warranties, and service agreements for compliance with the Contract Documents.

B. Include a complete description of the material or equipment to be furnished, including:

1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;

2. Weights, gauges, materials of construction, external connections, anchors, and supports required;

3. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;

4. All applicable standards;

5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings;

6. Wiring and piping diagrams and related controls;

7. Mix designs for concrete, asphalt, or other materials proportioned for the Project; and

8. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.

C. Submit Shop Drawings that require coordination with other Shop Drawings for fabrication at the same time. Shop Drawings requiring coordination with other Shop Drawings will not be approved until a complete package is submitted, unless approved by the Construction Manager.

D. Submit information for all of the components and related equipment required for a complete and operational system in one Submittal.

1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.

2. Provide certifications, warranties, and written guarantees and service contracts with the document package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

A. Provide all required special certifications, reports, and other documentation with the Shop Drawings as specified in the individual Specification Sections which may include:

1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the Specifications. This report is to demonstrate that the product, when installed, will meet the requirements of the Contract Documents and is part of the Shop Drawing. Field tests may be performed by the Owner to determine that in place materials or products meet the same quality as indicated in the CTR submitted as part of the Shop Drawing.

2. Certification of Local Field Service (CLS): A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300-mile radius of the Site. Include the names, addresses, and telephone numbers of approved service organizations with the certificate.

3. Certification of Adequacy of Design (CAD): A certified letter from the manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.

4. Certification of Applicator/Subcontractor (CSQ): A certified letter stating that the applicator or subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

1.06 EXTENDED SERVICE AGREEMENTS

A. Provide Extended Service Agreements and related documents with the Product Data. An Extended Service Agreement is a contract between the Owner and an approved Subcontractor or Supplier to provide service and or maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.

B. An Extended Service Agreement does not relieve the Contractor from obligations under the one-year correction period or warranty provisions specified in the General Conditions.

C. An Extended Service Agreement does not relieve the Contractor from obligations under the maintenance bond, if a maintenance bond is required by the Contract.

D. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.

E. Enter into a contract with the service provider and assign the service contract to the Owner on the date Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.

F. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.

G. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.

H. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.07 SHOP DRAWING SUBMITTAL PROCEDURES

A. Submit Shop Drawings to the Construction Manager. Send all documents in digital format for processing.

1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Shop Drawing. Provide Samples and color charts per Paragraph 1.08.

3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Shop Drawings for more than one independent system in the same Submittal.

4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.

5. Define abbreviations and symbols used in Shop Drawings.

a. Use terms and symbols in Shop Drawings consistent with the Contract Drawings.

b. Provide a list of abbreviations and their meaning as used in the Shop Drawings.

c. Provide a legend for symbols used on Shop Drawings.

6. Mark Shop Drawings to reference:

a. Related Specification Sections;

b. Drawing number and detail designation;

c. Equipment designation or name;

d. Schedule references;

e. System into which the product is incorporated; and

f. Location where the product is incorporated into the Project.

B. Use the following conventions to markup Shop Drawings for review:

1. Make comments and corrections in the color blue. Add explanatory comments to the markup.

2. Highlight items in black (redact) that are not being furnished when the Supplier's standard drawings or information sheets are provided so that only the products to be provided are in their original color.

3. Make comments in yellow where selections or decisions by the Design Professional are required, but such selections do not constitute a deviation from the Contract Documents. Add explanatory comments to the markup to indicate the action requested of the Design Professional.

4. Make comments in orange that are deviation requests. Include the deviation request number on the Shop Drawing that corresponds to the deviation request on the Shop Drawing Deviation Request form. Include explanatory comments in the Shop Drawing Deviation Request form.

5. Mark dimensions with the prefix "FD" to indicate field verified dimensions on the Shop Drawings.

C. Designate a document as requiring priority treatment to place the review of the Shop Drawing ahead of other Shop Drawings previously delivered. Shop Drawings are typically reviewed in the order received, unless Contractor requests that a different priority be assigned. Priority Shop Drawings will be reviewed before other Shop Drawings already received but not yet reviewed. Use of this priority designation for Shop Drawings may delay the review of Shop Drawings previously submitted. Contractor is responsible for delays resulting from the use of the priority designation status on Shop Drawings.

D. Complete the certification required by Paragraph 1.03.G.

1.08 SAMPLE AND MOCKUP SUBMITTAL PROCEDURES

A. Submit color charts and Samples for every product requiring color, texture, or finish selection.

1. Submit color charts and Samples only after Shop Drawings for the products have been approved.

2. Deliver all color charts and Samples at one time.

3. Provide Samples of adequate size to clearly illustrate the functional characteristics of the product, with integrally related parts and attachment devices.

4. Indicate the full range of color, texture, and patterns.

5. Deliver color charts and Samples to the field office and store for the duration of the Project.

6. Notify the Construction Manager that color charts and Samples have been delivered for approval using the Notification by Contractor form.

7. Submit color charts and Samples not less than 30 days prior to when these products are to be ordered or released for fabrication to comply with the Project schedule.

8. Remove Samples that have not been approved. Submit new Samples following the same process as for the initial Sample until Samples are approved.

9. Dispose of Samples when related Work has been completed and approved and disposal is approved by the Construction Manager. At Owner's option, Samples will become the property of the Owner.

B. Construct mockups for comparison with the Work being performed.

1. Construct mockups from the actual products to be used in construction per the detailed specifications.

2. Construct mockups of the size and in the area indicated in the Contract Documents.

3. Construct mockups complete with texture and finish to represent the finished product.

4. Notify the Construction Manager that mockups have been constructed and are ready for approval using the Notification by Contractor form. Allow 2 weeks for Construction Manager to approve of the mockup before beginning the Work represented by the mockup.

5. Remove mockups that have not been approved. Construct new mockups following the same process as for the initial mockup until mockup is approved.

6. Protect mockups until Work has been completed and accepted by the Construction Manager.

7. Dispose of mockups when related Work has been completed and disposal is approved by the Construction Manager.

1.09 REQUESTS FOR DEVIATION

A. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures.

B. Provide a Shop Drawing with the Change Proposal that clearly identifies deviations for any product or component of the product that does not fully comply with the Contract Documents using the Shop Drawing Deviation Request form provided by the Construction Manager. Mark deviations on the Shop Drawing per Paragraph 1.08.B.

C. Include a description of why the deviation is required and the impact on Contract Price or Contract Times. Include the amount of any cost savings to the Owner for deviations that result in a reduction in cost.

D. Identify each deviation request as a separate item. Include all requested deviations that must be approved as a group together and identify them as a single item.

E. Construction Manager will issue a Field Order or Change Order to approve acceptable deviations. Approval of a requested Shop Drawing deviation by the Design Professional on the Shop Drawings Deviation Request form indicates approval of the requested deviation only on its technical merits as generally conforming to the Contract Documents. Deviations from the Contract Documents can only be approved by a Modification issued by the Construction Manager.

1.10 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

A. Shop Drawings will be received by the Construction Manager. Construction Manager will log the documents and forward to the Design Professional for review per this Section for general conformance with the Contract Documents.

1. Design Professional's review and approval will be only to determine if the products described in the Shop Drawing or Sample will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Design Professional's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Design Professional's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Comments will be made on items called to the attention of the Design Professional for review and comment. Any marks made by the Design Professional do not constitute a blanket review of the document or relieve the Contractor from responsibility for errors or deviations from the Contract requirements.

1. Design Professional will respond to Contractor's markups by either making markups directly in the Shop Drawing file using the color red or by attaching a Document Review Comments form with review comments keyed to the Drawings or Shop Drawing Deviation Request.

2. Shop Drawings that are reviewed will be returned with one or more of the following status designations:

a. Approved: Shop Drawing is found to be acceptable as submitted.

b. Approved as Noted: Shop Drawing is approved so long as corrections or notations made by Design Professional are incorporated into the Shop Drawing.

c. Not Approved: Shop Drawing or products described are not acceptable.

d. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.

3. Shop Drawings will also be designated for one of the following actions:

a. Documents Filed: Shop Drawing is acceptable without further action and has been filed as a record document.

b. Shop Drawing Not Required: A Shop Drawing was not required by the Contract Documents. Resubmit the document per Section 01 33 03 "Product Data."

c. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.

d. Revise and Resubmit: Shop Drawing has deviations from the Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.

Actions “a” through “c” will close out the Shop Drawing review process and no further action is required as a Shop Drawing. Action “d” requires follow up action to close out the review process.

4. Drawings with a significant or substantial number of markings by the Contractor may be marked “Approved as Noted.” These drawings are to be revised to provide a clean record of the document. Proceed with ordering products as the documents are revised.

5. Dimensions or other data that do not appear to conform to the Contract Documents will be marked as “At Variance With” (AVW) the Contract Documents or other information provided. The Contractor is to make revisions as appropriate to comply with the Contract Documents.

C. Bring deviations to the Shop Drawings to the attention of the Design Professional for approval by using the Shop Drawing Deviation Request form. Use a single line for each requested deviation so the Status and Action for each deviation can be determined for that requested deviation. If approval or rejection of a requested deviation will impact other requested deviation, then all related deviations should be included in that requested deviation line so the status and action can be determined on the requested deviation as a whole.

D. Requested deviations will be reviewed as a possible Modification to the Contract Documents.

1. A requested deviation will be marked as “Not Approved” if the requested deviation is unacceptable. Contractor is to revise and resubmit the Shop Drawing with corrections for approval.

2. A Field Order will be issued by the Construction Manager for deviations approved by the Design Professional if the requested deviation is acceptable and if the requested deviation will not result in a change in Contract Price or Contract Times. Requested deviations from the Contract Documents may only be approved by Field Order.

3. A requested deviation will not be approved if the requested deviation is acceptable but the requested deviation will or should result in a change in Contract Price or Contract Times. Submit any requested deviation that requires a change in Contract Price or Contract Times as a Change Proposal for approval prior to resubmitting the Shop Drawing.

E. Contractor is to resubmit a complete Shop Drawing incorporating revisions until it is acceptable and marked “Approved” or “Approved as Noted” and is assigned an action per Paragraph 1.11.B.3 that indicates that the Shop Drawing process is closed.

F. Information that is submitted as a Shop Drawing that should be submitted as Product Data or other type of document, or is not required may be returned without review, or may be deleted. No further action is required and the Shop Drawing process for this document will be closed.

1.11 RESUBMISSION REQUIREMENTS

A. Make all corrections or changes required by the Design Professional in the document and resubmit to the Construction Manager until approved.

B. Resubmit a complete Shop Drawing for each resubmittal. The last approved Shop Drawing must not rely on previous submissions. The final Shop Drawing is to provide a complete record for the Owner's records.

C. Revise initial drawings or data and resubmit as specified for the reviewed document.

1. Highlight or cloud in green those revisions which have been made in response to the previous reviews by the Design Professional. This will include changes previously highlighted or clouded in yellow to direct attention to Design Professional to items requiring selections, decisions by the Design Professional or highlighted or clouded in orange for a requested deviation from the Contract Documents, or comments in red made by the Construction Manager.

2. Highlight and cloud new items in yellow where selections or decisions by the Design Professional are required, but such selections do not constitute a deviation from the Contract Documents. Add explanatory comments to the markup to indicate the action to be taken by the Design Professional.

3. Highlight and cloud new items in orange that are deviation requests. Include the deviation request number on the Shop Drawing that corresponds to the deviation request on the Shop Drawing Deviation Request form. Numbering for these new items is to start with the next number following the last Shop Drawing deviation requested. Include explanatory comments in the Shop Drawing Deviation Request form.

D. Pay for excessive review of Shop Drawings.

1. Excessive review of Shop Drawings is defined as any review required after the original review has been made and the first resubmittal has been checked to see that corrections have been made.

2. Review of Shop Drawings or Samples will be an additional service requiring payment by the Contractor if the Contractor submits a substitution for a product for which a Shop Drawing or Sample has previously been approved, unless the need for such change is beyond the control of Contractor.

3. Cost for additional review time will be billed to the Owner by the Design Professional for the actual hours required for the review of Shop Drawings by Design Professional and in accordance with the rates listed in Section 00 73 00 "Supplementary Conditions."

4. A set-off will be included in each Application for Payment to pay the cost for the additional review. The set-off will be based on invoices submitted to the Owner for these services.

5. Need for more than one resubmission or any other delay in obtaining Design Professional's approval of Shop Drawings will not entitle the Contractor to an adjustment in Contract Price or an extension of Contract Times.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 03 PRODUCT DATA

PART 1 - GENERAL

1.01 SUMMARY

A. Submit Product Data as required by the Contract Documents and as reasonably requested by the Construction Manager. Provide Product Data for all products unless a Shop Drawing is required for the same item.

B. Submit Product Data to provide documents that allow the Owner to:

1. Record the products incorporated into the Project;

2. Record detailed information about products regarding their fabrication, installation, commissioning, and testing; and

3. Provide replacement or repair of products at some future date.

C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the receipt or cursory review of Product Data.

D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be made by an approved Change Order or Field Order.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Product Data not meeting these criteria will not be accepted and must be resubmitted.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Furnish Product Data for products as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections.

B. Include Product Data in the Document Register required by Section 01 33 00 "Document Management" to indicate the Product Data to be submitted, the dates on which documents are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.

C. Complete the following before submitting Product Data:

1. Prepare Product Data and coordinate with Shop Drawings, Samples, Product Data for related products, and with the requirements of the Contract Documents;

2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information;

3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

D. Determine and verify:

1. Field measurements, quantities, and dimensions are shown on the Product Data and are accurate;

2. Location of existing structures, utilities, and equipment related to the Product Data have been shown and conflicts between the products, existing structures, utilities, and equipment have been brought to the attention of the Construction Manager;

3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;

4. Product Data is complete for its intended purpose; and

5. Conflicts between the Product Data related to the various Subcontractors and Suppliers have been resolved.

E. Review Product Data prior to submitting to the Construction Manager. Certify that all Product Data has been reviewed by the Contractor and is in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Product Data.

1.04 DOCUMENTATION

A. Include a complete description of the material or equipment to be furnished, including:

1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;

2. Weights, gauges, materials of construction, external connections, anchors, and supports required;

3. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;

4. All applicable standards;

5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings;

6. Wiring and piping diagrams and related controls;

7. Mix designs for concrete, asphalt, or other materials proportioned for the Project; and

8. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.

B. Submit information for all components and related equipment required for a complete and operational system in one submittal.

1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.

2. Provide certifications, warranties, and written guarantees and service contracts with the document package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

A. Provide all required certifications with the Product Data as specified in the individual Specification Sections:

1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the Specifications. This report is to demonstrate that the product when installed will meet the requirements of the Contract Documents and is part of the Product Data. Field tests may be performed by the Owner to determine that in place materials or products meet the same quality as indicated in the CTR submitted as part of the Product Data.

2. Certification of Local Field Service (CLS): A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300-mile radius of the Site. Include the names, addresses, and telephone numbers of approved service organizations with the certificate.

3. Certification of Adequacy of Design (CAD): A certified letter from the manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.

4. Certification of Applicator/Subcontractor (CSQ): A certified letter stating that the applicator or subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

1.06 WARRANTIES AND SERVICE AGREEMENTS

A. Provide warranties and service agreements per Section 01 78 36 "Warranties and Service Agreements."

1.07 EXTENDED SERVICE AGREEMENTS

A. Provide Extended Service Agreements and related documents with the Product Data. An Extended Service Agreement is a contract between the Owner and an approved Subcontractor or Supplier to provide service and or maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.

B. An Extended Service Agreement does not relieve the Contractor from obligations under the one-year correction period or Warranty provisions specified in the General Conditions.

C. An Extended Service Agreement does not relieve the Contractor from obligations under the maintenance bond, if a maintenance bond is required by the Contract.

D. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.

E. Enter into a contract with the service provider and assign the service contract to the Owner on the date of Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.

F. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.

G. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.

H. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.08 PRODUCT DATA SUBMITTAL PROCEDURES

A. Submit Product Data to the Construction Manager. Send all documents in digital format for processing.

1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Product Data.

3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Product Data for more than one system in the same Submittal.

4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.

5. Define abbreviations and symbols used in Product Data.

a. Use terms and symbols in Product Data consistent with the Contract Drawings.

b. Provide a list of abbreviations and their meaning as used in the Product Data.

c. Provide a legend for symbols used on Product Data.

6. Mark Product Data to reference:

a. Related Specification Sections;

b. Drawing number and detail designation;

c. Equipment designation or name;

d. Schedule references;

e. System into which the product is incorporated; and

f. Location where the product is incorporated into the Project.

B. Complete the certification required by Paragraph 1.03.F.

1.09 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

A. Product Data will be received by the Construction Manager, logged, and provided to Owner as the Project record.

1. Product Data may be reviewed to see that the information provided is adequate for the purpose intended. Product Data not meeting the requirements of Paragraph 1.02 may not be approved.

2. Product Data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.

3. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Product Data. Contract modifications can only be approved by a Change Order or Field Order.

B. Construction Manager may take the following action in processing Product Data:

1. File Product Data as received if the cursory review indicates that the document meets the requirements of Paragraph 1.02. Document will be marked "Filed as Received" and "Documents Filed." No further action is required on that Product Data.

2. Not approve the Product Data for one of the following reasons:

a. The documentation requirements of the Contract Documents indicate that the document submitted as Product Data should have been submitted as a Shop Drawing. The Product Data will be marked "Not Approved" and "Submit as Shop Drawing." No further action is required on this document as Product Data and the Product Data process will be closed. Resubmit the document as a Shop Drawing per Section 01 33 02 "Shop Drawings."

b. The cursory review indicates that the document does not meet the requirements of Paragraph 1.02. The Product Data will be marked "Not Approved" and "Revise and Resubmit." Contractor is to resubmit the Product Data until it is acceptable and marked "Filed as Received." When Product Data is filed, no further action is required and the Product Data process will be closed.

c. The Product Data is not required by the Contract Documents nor is applicable to the Project. The Product Data will be marked "Not Approved" and "Cancelled." No further action is required and the Product Data process will be closed.

C. Contractor is to resubmit the Product Data until it is acceptable and marked "Filed as Received."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 05 CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. Prepare and submit a Progress Schedule for the Work and update the schedule on a monthly basis for the duration of the Project.

B. Provide Progress Schedule in adequate detail to allow Owner to monitor progress and to relate submittal processing to sequential activities of the Work.

C. Incorporate Contract Milestones into the schedule and show activities leading to achievement of these milestones.

D. Assume complete responsibility for maintaining the progress of the Work per the Progress Schedule submitted.

1.02 DOCUMENTATION

A. Submit the schedules to the Construction Manager. Send all documents in digital format for processing.

B. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

C. Provide schedules, schedule updates and revisions to the Construction Manager in electronic format in its originating software and in Portable Document Format (PDF) as required by Section 01 33 00 “Document Management.”

D. Submit a preliminary Progress Schedule at the pre-construction conference.

E. Submit a detailed Progress Schedule at least 10 days prior to the first payment request.

F. Submit Progress Schedule updates monthly within 10 days after submitting Applications for Payment to indicate the progress made on the Project to the closing date for the Application for Payment. Failure to submit Progress Schedules will cause delay in the review and approval of subsequent Applications for Payment.

1.03 PROGRESS SCHEDULE REQUIREMENTS

A. Progress Schedule is to be in adequate detail to:

1. Ensure adequate planning, scheduling, and reporting during the execution of the Work;

2. Ensure the coordination of the Work of the Contractor and the various Subcontractors and Suppliers;

3. Monitor the progress of the Work; and

4. Evaluate the impact of proposed changes to the Contract Times and Project Schedule.

B. Provide personnel with 5 years’ minimum experience in scheduling construction work comparable to this Project. Prepare the Progress Schedule using acceptable scheduling software.

C. Provide the Progress Schedule in the form of a computer-generated critical path schedule which includes Work to be performed on the Project. It is intended that the Progress Schedule accomplish the following:

1. Give early warning of delays in time for correction.
2. Provide detailed plans for the execution of the Work in the form of future activities and events in sequential relationships.
3. Establish relationships of significant planned Work activities and provide a logical sequence for planned Work activities.
4. Provide continuous current status information.
5. Allow analysis of the Contractor's program for the completion of the Project.
6. Permit schedules to be revised when the existing schedule is not achievable.
7. Log the progress of the Work as it actually occurs.

D. Provide a time-scaled horizontal bar chart which indicates graphically the Work scheduled at any time during the Project. The chart is to indicate:

1. Complete sequence of construction by activity;
2. Identification of the activity by structure, location, and type of Work;
3. Chronological order of the start of each item of Work;
4. The activity start and stop dates;
5. The activity duration; and production rates used to determine the duration;
6. Successor and predecessor relationships for each activity;
7. A clearly indicated single critical path; and
8. Projected percentage of completion, based on dollar value of the Work included in each activity as of the first day of each month.

E. Provide a Progress Schedule for Submittals:

1. Indicate the specific dates each document is to be delivered to the Construction Manager.
2. Allow a reasonable time to review each document, taking into consideration the size and complexity of the document, other documents being processed, and other factors that may affect review time.
3. Include time for making revisions to the Shop Drawings and resubmitting the Shop Drawing for at least a second review.
4. Assume a 14-day review cycle for each time a Shop Drawing is submitted for review unless a longer period is indicated in the Contract Documents or provided by the Construction Manager.
5. Contractor is responsible for delays associated with additional time required to review incomplete or erroneous documents and for time lost when documents are submitted for products that do not meet specification requirements.

1.04 PROGRESS SCHEDULE REVISIONS

A. Revise the Progress Schedule if it appears that the schedule no longer represents the actual progress of the Work.

1. Submit a Plan of Action for schedule recovery if the Progress Schedule or earned value analysis indicates that the Project is more than 30 days behind schedule. The report is to include:

a. Number of days behind schedule;

b. Narrative description of the steps to be taken to bring the Project back on schedule; and

c. Anticipated time required to bring the Project back on schedule.

2. Submit a revised Progress Schedule indicating the action that the Contractor proposes to take to bring the Project back on schedule.

B. Revise the Progress Schedule to indicate any adjustments in Contract Times approved by a Modification.

1. Include a revised Progress Schedule with Change Proposals if a change in Contract Times is requested.

2. Construction Manager will deem any Change Proposal that does not have a revised Progress Schedule and request for a change in Contract Times as having no impact on the ability of the Contractor to complete the Project within the Contract Times.

C. Updating the Progress Schedule to reflect actual progress is not considered a revision to the schedule.

D. Applications for Payment will not be recommended for payment without a revised Progress Schedule and if required, the report indicating the Contractor's plan for bringing the Project back on schedule.

1.05 FLOAT TIME

A. Define float time as the amount of time between the earliest start date and the latest start date of a chain of activities on the construction schedule.

B. Float time is not for the exclusive use or benefit of either the Contractor or Owner.

C. Where several subsystems each have a critical path, the subsystem with the longest time of completion is the critical path and float time is to be assigned to other subsystems.

D. Schedule completion date must be the same as the Contract completion date. Time between the end of construction and the Contract completion date is float time.

1.06 MODIFICATION OF CONTRACT TIMES

A. Contract Times cannot be changed by the submission of a Progress Schedule. Contract Times can only be modified by a Change Order or Contract Amendment.

B. Submit a Change Proposal for any proposed change in Contract Times, and include justification for the change in accordance with the provisions of the Contract Documents.

1.07 NEAR-TERM LOOK AHEAD SCHEDULES

A. Provide a near-term look ahead schedule (NTLA Schedule) every 30 days, typically at periodic coordination meetings, using the form provided by the Construction Manager which shows the days of planned activity for the following:

1. Submittals to be provided and day of anticipated return;
2. Equipment and material deliveries;
3. Arrival and departure of key construction equipment; and
4. Activities for the Contractor and each Subcontractor.

B. Coordinate NTLA Schedule with Project Schedule. Submit a report with each NTLA Schedule identifying deviations from the Project Schedule.

C. Submit a report of near-term work planned in the previous NTLA Schedule that was delayed or not executed by marking actual activity on the previous near term look ahead schedule. Provide explanation of why planned work was not executed and plan to execute in the future and regain time lost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 06 GRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Provide aerial photographs of the completed Project. Include one photograph for each storm sewer line of the Project with adequate overlap to provide a continuous photograph of the Project without gaps. Each photograph should be taken from approximately the same distance above ground and that the same angle to provide a consistent perspective.

B. Provide a video recording of the Site.

1. Record the condition of all existing facilities in or abutting the construction area (right-of-way) including streets, curbs and gutter, utilities, driveways, fencing, landscaping, etc., prior to the beginning of construction. Record after construction staking is complete but prior to any clearing. Provide one copy of the dated and labeled recording to the Construction Manager before the start of construction. Provide additional recording as directed by the Construction Manager if the recording provided is not considered suitable for the purpose of recording pre-existing conditions.

2. Provide a video recording of the completed Project. Make the recording from approximately the same distance above ground and that the same angle to provide a consistent perspective. Record the Project while flying the same direction for all segments.

3. Format must allow photographic still shots to be extracted from the video recording.

C. All photographs and video recordings are to become the property of the Owner. Photographs or recordings may not be used for public or private publication or display without the written consent of the Owner.

1.02 DOCUMENTATION

A. Submit photographic documentation and two DVDs of the video recording in accordance with Section 01 33 00 “Document Management.”

1.03 QUALITY ASSURANCE

A. Provide clear photographs and video recordings taken with proper exposure. View photographs and video recordings in the field and take new photographs or video recordings immediately if photos of an adequate print quality cannot be produced or video quality is not adequate. Provide photographs with adequate quality and resolution to permit enlargements.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

A. Provide photographs in digital format with a minimum resolution of 1280x960, accomplished without a digital zoom.

B. Take photographs at locations acceptable to the Construction Manager.

C. Provide two color prints of each photograph and a digital copy on a DVD of each photograph taken.

D. Identify each print on back with:

1. Name of the Project.

2. Date, time, location, and orientation of the exposure.

3. Description of the subject of photograph.

E. Submit photograph in clear plastic sheets designed for photographs. Place only one photograph in each sheet to allow the description on the back to be read without removing the photograph.

F. Final photographs are to include two 8-inch x 10-inch glossy color prints for each of the 10 photographs selected by the Construction Manager. These photographs are in addition to normal prints.

2.02 VIDEO RECORDING

A. Provide video recordings in digital format on a DVD that can be played with Windows Media Player in common format in full screen mode without loss of resolution.

B. Identify Project on video by audio or visual means.

C. Provide video with file size that does not exceed 1 GB.

D. Provide video resolution of at least 1080p.

E. The quality of the video must be sufficient to determine the existing conditions of the construction area. Camera panning must be performed while at rest; do not pan the camera while walking or driving. Camera pans should be performed at intervals sufficient to clearly view the entire construction area.

F. Label the DVD with construction stationing. Stationing is to be annotated in the video.

G. The entire construction area recording must be submitted at once. Sections submitted separately will not be accepted.

H. Linear projects should be recorded linearly from beginning to end.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 40 00 QUALITY MANAGEMENT

PART 1 - GENERAL

1.01 OVERVIEW

A. Quality management refers to the overall process of delivering a completed Project to the Owner that complies with the requirements of the Contract Documents. Quality management applies to documentation, products, services and the Work.

B. The Contractor is responsible for the quality of documentation, products, services and the Work provided.

1. Contractor is to integrate quality control procedures into the execution of the Work that are adequate to produce a Project that meets the requirements of the Contract Documents while minimizing loss of time and increased cost. Contractor is solely responsible for time and cost impacts of correcting Defective Work.

2. Contractor is to provide all testing and inspection required to control the quality of the Work in progress to determine that completed Work will comply with the requirements of the Contract Documents.

3. Contractor is to provide verification or acceptance testing as required by the Contract Documents to demonstrate that the completed Work complies with the requirements of the Contract Documents, except for those test that the OPT has determined are to be conducted independent of the Contractor and identified as OPT testing in the Owner's Quality Management Plan.

1.02 STANDARDS

A. Provide testing laboratories that comply with the American Council of Independent Laboratories (ACIL) "Recommended Requirements for Independent Laboratory Qualifications."

B. Perform testing per recognized test procedures as listed in the various Sections of the Specifications, standards of the State Department of Transportation, ASTM International (American Society for Testing and Materials), or other testing associations. Perform tests in accordance with published procedures for testing issued by these organizations.

1.03 DOCUMENTATION

A. Provide documentation which includes:

1. Contractor's Quality Management Plan that establishes the methods of ensuring compliance with the Contract Documents. Submit this plan as Product Data per Section 01 31 13 "Project Coordination."

2. A statement of qualifications for any proposed testing laboratory that includes a list of the engineers and technical staff that will provide testing services on the Project, descriptions of the qualifications of these individuals, list of tests that can be

performed, equipment used with date of last certification, and a list of recent projects for which testing has been performed with references for those projects.

3. Certified Test Reports for products to be incorporated into the Project. Provide reports to indicate that the proposed products comply with the Contract Documents or indicate that the proposed products do not comply with the Contract Documents and why those products do not comply. Submit Certified Test Reports as part of a Shop Drawing submitted per Section 01 33 02 “Shop Drawings.”

4. Certified Test Reports for inspections and testing required in this Section and in other Sections of the Specifications. Provide reports to indicate that the Work complies with the Contract Documents or indicate that the Work does not comply with the Contract Documents and why the Work does not comply. Submit these test reports on forms provided by the Construction Manager per Section 01 33 00 “Document Management.”

5. Certified Test Reports of Defective Work and Certified Test Reports documenting that successful corrective action has produced Work that complies with the Contract Documents. Construction Manager will maintain a Defective Work register. Progress on correction of Defective Work will be discussed at progress meetings as described in Paragraph 1.05.E. The final Defective Work register will be incorporated into closeout documentation required per Section 01 70 00 “Execution and Closeout Requirements” as a record that all Defective Work has been corrected.

1.04 OWNER’S QUALITY MANAGEMENT ACTIVITIES

A. OPT may perform its own verification testing independent of the Contractor. Owner’s Quality Management Plan describes the OPT’s anticipated verification testing program for this Project. The preliminary testing plan is shown in Paragraph 3.05. This plan outlines the anticipated testing in general terms and may not reflect the actual testing performed by the OPT. Actual testing will depend on the Contractor’s means, methods, and procedures of construction which will not be known until the Contractor submits the Contractor’s Quality Control Plan (CQCP) to the OPT. There is no guarantee that all testing in the preliminary OQMP included in the Bidding/Proposal Documents will be performed by the OPT. Contractor will arrange and pay for all production control testing deemed necessary by the Contractor to produce quality results.

B. Quality management activities of the OPT are for verifying the results of the Contractor’s Work complies with the requirements of the Contract Documents. Performance or non-performance of verification activities by the OPT:

1. Does not relieve the Contractor of its responsibility to provide Work and furnish products that comply with the requirements of the Contract Documents;

2. Does not relieve the Contractor of its responsibility to provide adequate quality control measures to produce quality documents, products, services or Work;

3. Does not relieve the Contractor of its responsibility for damage to or loss of Work or products before OPT’s acceptance; and

4. Does not affect the continuing rights of the Owner after OPT’s acceptance of the completed Work.

C. The Work is subject to OPT's observations or testing at any time. Products which have been tested or inspected and accepted by the OPT at a supply source or staging area may be inspected or tested again by the OPT before, during, or after incorporation into the Work and rejected if products do not comply with the Contract Documents. Verification testing performed by the OPT will be paid for by the Owner, except for testing related to Defective Work as discussed in Paragraph 3.03.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Review the OQMP and provide a Contractor's Quality Control Plan (CQCP) outlining testing to be provided by the Contractor per Paragraph 1.07.

B. Implement the CQCP to provide Work that complies with the requirements of the Contract Documents.

1. Provide quality documents meeting the requirements of the Contract Documents.

2. Provide services meeting the requirements of the Contract Documents.

3. Provide the services of a Construction Materials Inspection and Testing (CMIT) provider meeting the requirements of this Section to provide testing required by the Contract Documents to demonstrate that products proposed for the Project in Shop Drawings and Product Data fully comply with the Contract Documents.

4. Inspect and test products to be incorporated into the Project to identify defects before installing them. Do not install Defective products. Conspicuously mark Defective products and remove from the Site. If products are installed before the defect is recognized, remove the Defective products, mark them as Defective and remove them from the Site when the defect is recognized.

5. Integrate production quality control measures into construction activities to produce Work meeting the requirements of the Contract Documents. Inspect self-performed Work and the Work of Subcontractors and Suppliers to identify defects. Correct or replace Defective Work.

6. Provide facilities, equipment, and Samples required for inspections and tests.

a. Give the Construction Manager adequate notice before proceeding with Work that would interfere with inspections or testing.

b. Notify the Construction Manager and CMIT provider prior to the time that testing is required, providing adequate lead time to allow arrangements for inspections or testing to be performed.

c. Do not proceed with Work that would impact the ability to correct defects, or with Work that would require that it be removed to correct defects, until testing is complete, and test results indicate that the corrected Work is acceptable.

d. Provide safe access for all CMIT activities, including those to be conducted as part of the Owner's Quality Management Program.

e. Cooperate fully with the performance of sampling, inspection, and testing. Provide personnel to assist with sampling or to assist in making inspections and field tests.

f. Provide Samples and products in adequate quantities for testing at the Site or at the production source of the product for testing.

g. Provide facilities required to store and cure test Samples.

h. Provide calibrated scales and measuring devices for OPT's use in performing inspections and testing.

i. Provide adequate lighting to allow OPT observations.

j. Make Contract Documents available to testing agencies when requested.

C. Perform tests as indicated in Contract Documents. All verification testing is to be observed by the Construction Manager or its designated representative.

D. Submit test reports to the Construction Manager.

E. Provide an update on quality control activities performed the previous month and planned for the coming month at monthly progress meetings required by Section 01 31 13 "Project Coordination."

F. Determine testing or inspections required to implement the CQCP. Include costs for additional testing and inspections required to meet Contractor's quality control obligations in the Contract Price.

1.06 CONTRACTOR'S QUALITY CONTROL MANAGER

A. Provide a Quality Control Manager for the Project. The Quality Control Manager must have authority to reject Defective Work, redirect the efforts of the Contractor, Subcontractor and Suppliers to correct Defective Work and implement steps to prevent future Defective Work.

B. The resident superintendent or an approved assistant can serve as Quality Control Manager, provided other duties will allow adequate time to serve in this capacity.

1.07 CONTRACTOR'S QUALITY CONTROL PLAN

A. Provide a CQCP that describes testing and inspections for Work performed at the Site and at remote locations. Include Work by Subcontractors and Suppliers. The CQCP is to include:

1. A description of the quality control organization, including an organization chart showing lines of authority to control the quality of Work;

2. Documentation describing name, qualifications (in resume format), duties, responsibilities, and level of authority of the Quality Control Manager.;

3. The name, qualifications (in resume format), duties, responsibilities, and authorities of other persons assigned a quality control function;

4. Procedures for scheduling, reviewing, certifying, and managing documentation including documentation provided by Subcontractors and Suppliers;

5. Control, verification, and acceptance testing procedures for each specific test. Include:

a. Name of tests to be performed,

b. Specification paragraph requiring test,

c. Parameters of Work to be tested,

d. Test frequency,

e. Persons responsible for each test, and

f. Applicable industry testing standards and laboratory facilities to be used for the test;

6. Incorporate the testing specified in the OQMP into the CQCP, specifically identifying the tests or inspections that will be provided by the OQMP;

7. Procedures for tracking and documenting quality management efforts per Paragraph 1.03.

8. Reporting procedures which incorporate the use of forms provided by the Construction Manager.

9. The name of the proposed testing laboratories along with documentation of qualifications per Paragraph 1.03.

B. Use the Contractor's Quality Control Plan Checklist provided by the Construction Manager to review the CQCP before submitting and include a copy of the completed checklist with the CQCP. Do not begin Work until the CQCP is accepted. Submit an interim plan covering only the portion of Work to be performed if the Contractor plans to begin Work prior to submitting the complete CQCP for the Project. Do not begin Work on other parts of the Project until the complete CQCP is accepted.

C. Meet with the OPT 7 days after CQCP is submitted and before start of construction to discuss the CQCP.

D. Notify the Construction Manager of any changes to the CQCP or quality control personnel.

1.08 CONTRACTOR'S USE OF OWNER'S TEST REPORTS

A. Contractor will receive copies of all test reports documenting Owner's verification tests. Contractor is entitled to rely on the accuracy of these tests results and use these as part of its quality control efforts.

B. Contractor may submit a Change Proposal if the Owner's testing program deviates significantly from the OQMP. Contractor must demonstrate that actual testing and inspection costs were incurred implementing the CQCP as a result of OPT's decision to not provide testing described in the OQMP.

1.09 LIMITATION OF AUTHORITY OF THE TESTING LABORATORY

A. The testing laboratory representatives are limited to providing testing services and interpreting the results of the test performed.

B. The testing laboratory is not authorized to:

1. Alter the requirements of the Contract Documents;

2. Accept or reject any portion of the Work;

3. Perform any of the duties of the Contractor; or

4. Direct or stop the Work.

1.10 TEST REPORTS

A. Certified Test Reports are to be prepared for all tests.

1. Tests performed by testing laboratories may be submitted on their standard test report forms if acceptable to the OPT using the process directed by the Construction Manager. These reports must include the following:

a. Name of the Owner, Project title and number, and name of the Contractor;

b. Name, address, and telephone number of the laboratory;

c. Name and signature of the laboratory personnel performing the test;

d. Description of the product being sampled or tested;

e. Date and time of sampling, inspection, and testing;

f. Date the report was issued;

g. Description of the test performed;

h. Weather conditions and temperature at time of test or sampling;

i. Location at the Site or structure where the test was taken;

j. Standard or test procedure used in making the test;

k. A description of the results of the test;

l. Statement of compliance or non-compliance with the Contract Documents; and

m. Interpretations of test results, if appropriate.

2. Submit reports on tests performed by Contractor, Subcontractors, or Suppliers on the as directed by the Construction Manager.

3. OPT will prepare test reports on tests performed by the OPT.

B. Submit test reports as directed by the Construction Manager within 24 hours of completing the test. Flag tests reports with results that do not comply with Contract Documents for immediate attention. Notify the Construction Manager using acceptable means other than the test report, immediately of any test that fails to comply with the Contract Documents.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Handle and protect test specimens of products and construction materials at the Site in accordance with recognized test procedures. Provide facilities for storing, curing, and processing test specimens as required by test standards to maintain the integrity of Samples. Transport test specimens in a manner to prevent damage to specimens while in transit.

PART 2 - PRODUCTS

2.01 TESTING APPARATUS

A. Furnish testing apparatus and related accessories necessary to perform the tests.

2.02 SAMPLE PRODUCTS

A. Provide Samples of products in adequate quantity for testing.

PART 3 - EXECUTION

3.01 IMPLEMENTING CONTRACTOR'S QUALITY CONTROL PLAN

A. Perform quality control observations and testing as required in each Section of the Specifications and where indicated on the Drawings.

B. Include the following phases for each definable work task. A definable work task is one which is separate and distinct from other tasks, has separate control requirements, may be provided by different trades or disciplines, or may be work by the same trade in a different environment.

1. Planning Phase: Perform the following before beginning each definable work task:

a. Review the Contract Documents.

b. Review documents the Contractor will submit and determine that they are complete in accordance with the Contract Documents.

c. Check to ensure that all materials and/or equipment have been tested, submitted, and approved.

d. Examine the work area to ensure that all required preliminary Work has been completed and complies with the Contract Documents.

e. Examine required materials, equipment, and sample Work to ensure that they are on hand, conform to Contract Documents, Shop Drawings and Product Data, and are properly stored.

f. Review requirements for quality control inspection and testing.

g. Discuss procedures for controlling quality of the Work. Document construction tolerances and workmanship standards for the work task.

h. Check that the portion of the plan for the Work to be performed incorporates document review comments.

i. Discuss results of planning phase with the Construction Manager. Conduct a meeting attended by the Construction Manager, Quality Control Manager, superintendent, other quality control personnel as applicable, and the foreman responsible for the work task. Instruct applicable workers as to the acceptable level of workmanship required to meet the requirements of the Contract Documents. Document the results of the planning phase actions by separate meeting minutes prepared by the Quality Control Manager and attached to the quality control report.

j. Do not move to the next phase unless results of investigations required for the planning phase indicate that requirements have been met.

2. Work Phase: Complete this phase after the planning phase:

    a. Notify the Construction Manager at least 1 week in advance of beginning the Work and discuss the review of the planning phase effort to indicate that requirements have been met.

    b. Check the Work to ensure that it is in full compliance with the Contract Documents.

    c. Verify adequacy of controls to ensure full compliance with Contract Documents. Verify required control inspection and testing is performed.

    d. Verify that established levels of workmanship meet acceptable workmanship standards. Compare with required Sample panels as appropriate.

    e. Repeat the work phase for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3. Follow-Up Phase: Perform daily checks to ensure control activities, including control testing, are providing continued compliance with contract requirements:

    a. Make checks daily and record observations in the quality control documentation.

    b. Conduct follow-up checks and correct all defects prior to the start of additional work tasks that may be affected by the Defective Work. Do not build upon nor conceal Defective Work.

    c. Conduct a review of the Work at least 1 month prior to the expiration of the correction period prescribed in the General Conditions with the OPT. Correct defects as noted during the review.

C. Conduct additional planning and work phases if:

1. The quality of on-going Work is unacceptable;

2. Changes are made in applicable quality control staff, on-site production supervision, or crews;

3. Work on a task is resumed after a substantial period of inactivity; or

4. Other quality problems develop.

3.02 DEFECTIVE WORK

A. Immediately correct any Defective Work or notify the Construction Manager why the Work is not to be corrected immediately and when corrective action will be completed.

B. Work performed that is connected or adjacent to Defective Work or Work that would have to be removed to correct Defective Work is also considered to be Defective. Contractor is responsible for all costs associated with replacing any acceptable Work that must be removed, or might be damaged by corrective actions.

C. Document Defective Work, corrective actions taken to correct defects and that corrected Work complies with the Contract Documents.

D. Implement countermeasures to prevent future Defective Work.

E. No payment will be made for Defective Work. Remove Work from the Application for Payment if Work paid for on a previous Application for Payment is found to be Defective.

F. Owner will withhold payment for Defective Work or Work that has not been tested or inspected in accordance with the CQCP, OQCP, or the Contract Documents.

3.03 VERIFICATION TESTING FOR CORRECTED DEFECTS

A. Provide verification testing on corrected Work when corrective action is complete to demonstrate that the corrected Work complies with the Contract Documents. Conduct the same tests or inspections used to determine that the original Work was Defective. Different tests or methods may be used if approved by the OPT. Document that Defective Work has been corrected with the Construction Manager.

B. Pay for verification testing until Work meets quality requirement set forth in the Contract Documents. OPT may perform verification testing as part of its Quality Management Program and impose a Set-off to recover the cost for this testing.

3.04 OWNER'S PRELIMINARY QUALITY CONTROL PLAN

Spec. Section	Test / Frequency	OPT or Contractor
03 30 00	Compressive strength. One set of three cylinders for each concrete placement with one additional set of cylinders for each 50 yards in a single placement.	OPT
All Pipes	Pressure and leakage test (entire pipeline)	Contractor
All Pipes	Internal deflection testing of pipelines	Contractor
31 23 33	Density and Moisture. One test per 12" lift for every 200 linear feet of trench.	OPT
	Factory witness testing	OPT
COL Ch. 8	Density and Moisture. Subgrade and base – one test for every 300 linear feet of trench.	OPT
COL Ch. 8	Density. HMAC – one test every 300 linear feet of trench.	OPT

END OF SECTION

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide temporary facilities, including OPT's field office, Contractor's field offices, storage sheds, workshops, and other facilities needed to complete the Work.

B. Provide temporary utilities needed to support the operation of the facilities and construction activities.

C. Provide and maintain temporary project identification signs for Owner and Texas Water Development Board.

D. Provide temporary informational signs to identify key elements of construction and direct the flow of traffic.

E. Provide a weatherproof kiosk for display of permits and other notices required by Laws and Regulations.

1.02 DOCUMENTATION

A. Submit a Shop Drawing, in accordance with Section 01 33 02 "Shop Drawings," showing a scaled office floor plan prior to installation of OPT's field office. Include details for:

1. Telephone equipment;
2. Internet equipment;
3. Computer equipment;
4. Security/alarm systems; and
5. Office furniture and appliances.

1.03 QUALITY ASSURANCE

A. Inspect and test each utility before using facilities. Arrange for all required inspections and tests by regulatory agencies, and obtain required certifications and permits for use of facilities.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Transport, unload, and set up all temporary buildings and utilities.

1.05 JOB CONDITIONS

A. Locate buildings and sheds at the Site as indicated or as approved by the OPT.

B. Prepare the Site by removing trees, brush, or debris and performing demolition or grubbing needed to clear a space adequate for the structures.

C. Provide Contractor's temporary facilities and utilities in time to avoid delays in the performance of the Work.

D. Provide OPT's field office, complete and ready for occupancy, and use no later than 7 days after the Notice to Proceed. Applications for Payment will not be processed until OPT's field office facilities are completed and approved.

E. Provide and maintain temporary facilities and utilities.

F. Operate temporary facilities in a safe and efficient manner.

1. Restrict loads on utilities to operate within their designed or designated capacities.

2. Provide sanitary conditions. Prevent public nuisance or hazardous conditions from developing or existing at the Site.

3. Prevent freezing of pipes, flooding, or the contamination of water.

4. Maintain site security and protection of the facilities.

G. Remove temporary facilities and utilities when construction is complete and removal is approved by the Construction Manager.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

A. Provide wood or metal signs in sound condition, structurally adequate to withstand wind and weather.

B. Provide 3/4-inch exterior grade A/D face veneer plywood with medium density overlay for sign surface.

C. Provide galvanized or stainless steel bolts, brackets, fasteners, and other hardware.

D. Provide exterior quality coatings.

2.02 OPT FIELD OFFICES

A. Provide and continuously maintain OPT's field office separate from Contractor's field office. Provide an office with a minimum nominal size of 24 feet by 60 feet.

1. Office and/or materials of construction may be new or slightly used but must be serviceable, adequate for the intended purpose, acceptable to the Construction Manager, and must not violate codes or regulations.

2. Offices are to be structurally sound, weather-tight, insulated and have floor raised above the ground. Brace and anchor offices to prevent movement.

3. Skirt around perimeter of structures with the same material as structure siding.

4. Divide the office into four separate spaces (four offices, restroom, and conference). Provide two 12-foot by 12-foot offices at both ends with full height walls and interior 3-foot by 6-foot-8-inch doors.

5. Provide an ADA compliant restroom with door in the center section of the office.

6. Provide vinyl or VCT tile on floors.

7. Provide burglar bar security on doors and windows.

8. Provide outside doors with padlocks and door locks.

9. Provide operable, screened windows with locks.
10. Provide Venetian type window blinds.
11. Provide mounted boot brush / cleaner / scraper on porch at entrances.

B. Construct a wood porch with steps and a covered overhang at doors that ensures that rain will be completely diverted from doors. Provide wooden railing around porch and on the steps.

C. Provide electricity to the field office adequate to power equipment, appliances, and heating and cooling systems.

1. Provide sufficient lighting for office environment using fluorescent light fixtures with lenses energized by wall switches. Provide separate switches just inside exterior doors for the main area, inside of offices and inside the restroom.
2. Provide outside security lighting.
3. Provide three duplex receptacles in each office and five duplex receptacles in remainder of building at locations designated by Construction Manager.

D. Provide an electric heating and cooling system for the field office capable of maintaining the following conditions:

1. Heat to a minimum of 75 deg. F inside when outside temperatures are 10 deg. F.
2. Cool to a minimum 72 deg. F inside temperature when outside temperatures are 105 deg. F.
3. Maintain relative humidity between 48 to 54 percent.

E. Provide fully plumbed indoor restroom with flush toilet, sink, hot water, mirror, and storage cabinet for paper goods. Connect fixtures to complete potable water, sanitary, and vent systems.

F. Provide an electric water cooler and a supply of bottled water.

G. Provide furnishings at the field office as follows:

Qty.	Furnishing
2	2’-6” x 5’-0” office desks with credenzas
2	Fabric covered cushioned arm chairs with swivel/tilt/roll capabilities
20	Folding chairs (Lifetime Commercial Grade white granite)
5	3’-0” x 8’-0” folding tables (Lifetime Commercial Grade white granite)
2	Legal size, four-drawer metal filing cabinets
2	6’' X 48” x 12” book shelves
1	Full-size drafting/plan table
4	Plastic waste cans for each office
2	Large waste cans for open area and restroom

H. Provide two separate outside telephone lines. Provide long distance calling service for OPT’s field office for the duration of the Project. Pay for OPT’s monthly long distance charges of up to $100 per month. Provide an exterior telephone bell to indicate incoming

calls. Location of phone outlets (minimum of six) is to be determined by Construction Manager. Provide four telephones equipped with the following features:

1. “Hold” button;
2. Ability to transfer calls between each phone;
3. Ability to roll incoming calls to available open lines;
4. Lighted buttons to indicate lines in use or on hold;
5. Built-in speaker phone;
6. Caller ID;
7. Call forwarding;
8. Voice mail; and
9. Call waiting.

I. Provide analog teleconference speaker phone with two extended microphones.

J. Provide internet service at the field office with the following features:

1. Minimum 10 Mbps download, 3 Mbps upload speed;
2. Maximum file transfer size of 100 MB; and
3. Unlimited email/storage size.

K. Provide wireless router for internet services with adequate range to reach all areas of the office.

L. Provide four new desktop computers systems at the field office as follows:

1. Pentium Dual-Core Processor 4.2 GHz minimum.
2. Wireless mouse.
3. Wireless 104-key keyboard.
4. 4 GB DDR2 800 MHz SDRAM (2 DIMMS).
5. 10BaseT/100BaseTX Mbps High Speed Ethernet Connection PCI LAN Card.
6. Two 27-inch widescreen LCD Monitors for each computer.
    a. Resolution 1920 x 1200 at 60 Hertz with 1000:1 contrast ratio.
    b. Anti-glare, anti-static screen.
    c. Super VGA video board with 256 MB RAM.
7. Minimum of four USB 2.0 connections, two USB 3.0 connections and two DVI-I Video Connection or appropriate splitter cable to allow concurrent use of both monitors.
8. 16X DVD+/-R/RW Drive.
9. 500 GB 7200 RPM SATA Hard Drive.
10. Windows 10 or latest version installed and on CD ROM.
11. Microsoft Office 2010 Ultimate or latest version.

12. Bluebeam PDF Review Version 15 or latest.

M. Provide color copier with the following capabilities:

1. Provide service and maintenance agreement throughout the Project. Provide toner, paper supply for the duration of the Project, and other supplies as needed to operate the copier.
2. Ability to scan to email/file/folder.
3. Ability to print, sort and collate.
4. Produce up to 45 copies per minute in black and white.
5. Ability to scan and print in black and white, grayscale, or color.
6. Ability to auto feed and auto duplex.
7. Provide a minimum of two paper trays with 500-sheet capacity.
8. Reduction and enlargement capability with range from 25 to 400 percent.
9. Ability to scan, copy, and print up to 11 x 17 format.

N. Provide external hard drive with the following capabilities:

1. Dual drive storage system with mirroring.
2. 2 terabyte total capacity with 1 TB capacity in RAID configuration.
3. Provides automatic data backup software.
4. USB 3.0 Connection with serial bus.

O. One projector capable of displaying a computer image 5 feet by 3 feet and projector screen.

P. Provide a fire extinguisher and commercially serviced first aid kit.

Q. Furnish a microwave unit with a minimum cooking volume of 1.5 cubic feet.

R. Furnish a refrigerator/freezer with minimum storage capacity of 3.5 cubic feet.

S. Provide a digital camera with 40X zoom lens capable of taking photographs at 20 MP minimum. Camera should provide date stamp capability. Provide camera accessories including battery charger and leather carrying case.

T. Furnish and maintain office supply stock, including but not limited to, pens, pencils, markers, staples, notepads, paper, posted notes, CD-WR computer disks, file folders, paper clips, binder clips, etc., for duration of Project. Pay for OPT's office supply purchases up to $50 per month.

U. Field office and furniture will remain the property of the Contractor. Computer equipment must be turned over to the Owner at the end of the Project.

V. Provide access to reserved parking spaces for six vehicles adjacent to the OPT's field offices. Provide a durable parking area surface to prevent erosion, mud, dust, or rutting caused by vehicles. Provide a minimum of 4 inches of flexible crushed limestone base material.

2.03 CONTRACTOR'S FIELD OFFICE

A. Furnish a field office of adequate size for Contractor's use.

B. Subcontractors may provide their own field offices only when space is available on the Site and the OPT agrees to its size, condition, and location.

2.04 TEMPORARY STORAGE BUILDINGS

A. Furnish storage buildings of adequate size to store any materials or equipment delivered to the Site that might be affected by weather.

2.05 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities at the Site for the entire duration of the Project. Maintain these facilities in a clean and sanitary condition at all times, and comply with the requirements of the local health authority. On large sites, provide portable toilets at such locations so that no point at the Site will be more than 600 feet from a toilet.

B. Use these sanitary facilities. Do not use restrooms within existing or Owner-occupied buildings.

2.06 TEMPORARY HEAT

A. Provide heating devices needed to protect buildings during construction. Provide fuel needed to operate the heating devices and attend the heating devices at all times they are in operation, including overnight operations.

2.07 TEMPORARY UTILITIES

A. Provide the temporary utilities for administration, construction, testing, disinfection, and startup of the Work, including electrical power, water, and telephone. Pay all costs associated with furnishing temporary utilities.

1. Provide a source of temporary electrical power of adequate size for construction procedures.

a. Use existing power systems where spare capacity is available. Provide temporary power connections that do not adversely affect the existing power supply. Submit connections to the Construction Manager for approval prior to installation.

b. Provide electrical pole and service connections that comply with Laws and Regulations and the requirements of the power company.

2. Provide temporary water.

3. Provide telephone service to the Site and install telephones inside the Contractor's and OPT's field offices.

B. Provide power for construction and storage. Provide power to energize space heaters for stored electrical equipment.

2.08 WATER FOR CONSTRUCTION

A. Provide temporary water. Potable water may be purchased from the Owner by obtaining a water meter from the Owner and transporting water from a water hydrant. Non-potable water may be used for hydraulic testing of non-potable basins or pipelines. Include the cost of water in the Contract Price.

2.09 TEMPORARY FENCE

A. The primary purpose of the temporary fence is to prevent accidental or casual entry of pedestrians and animals into the work site excavations

B. Temporary fence can be a ground driven installation, wherein the line, corner and pull posts are driven into the soil, or the temporary fence can be interlocking portable panels with the panels consisting of an interlocking steel pipe frame with fence fabric attached to each panel's steel frame work.

C. Ground Driven Installation: Minimum 2-inch, 12-gauge, galvanized steel, chain-link fabric fencing; minimum six feet in height, with minimum 1-5/8-inch-OD galvanized line posts. Provide and install corner and pull posts of minimum 2-3/8-inch-OD galvanized steel. Space line posts no further than 20 feet apart, with intermediate pull posts as necessary to accommodate fabric or wire stretch tension. Drive posts into ground no less than 24 inches, or deeper if necessary, to accommodate fabric stretch tension. Stretch fence fabric sufficiently taut, or reduce line post spacing, to prevent more than six inches deflection in the fabric, at the mid-point between line posts, when pushed by hand at the bottom edge and/or top edge of the fabric. Alternatively, provide taut bottom wire and taut top wire, both wires threaded through the fence fabric openings. Apply tension to both wires sufficiently to meet the fabric deflection test above. Attach fabric to posts with wire ties of not less than 10 gauge diameter on not more than a two-foot spacing on each post. Use tension bars as, or if, necessary for the end, corner and pull posts. In lieu of the 1-5/8-inch-OD line posts and 2-3/8 inch OD corner and pull posts specified above, at the Contractor's option, full height to top-of-fence steel T posts may be used in conjunction with twisted wire ties or prefabricated wire clips to attach the fabric to the posts. Drive T posts into the ground a minimum of 12 inches, or greater if necessary, to bury the stabilizer flange on the T post, and reduce line post spacing to no more than 15 feet. The fabric deflection test still applies where T posts are used. Should the T posts show distress, such as leaning or pull-out, when under tension from the fabric, or tension from the top and bottom wires, then T posts shall be discontinued for use as pull and corner posts.

D. Portable Panel Installation: Minimum 2-inch, 12-gauge, galvanized steel, chain-link fabric fencing; minimum six feet in height, attached to a tubular frame with the pipe or frame consisting of minimum 1-5/8-inch-OD standard weight pipe. Pipe may be black, painted or galvanized. Nominal panel size should not exceed 7 feet in overall outside dimension in height and 21 feet in overall outside dimension in length. Attach fabric at each corner to both the horizontal and vertical pipe frame rails with not less than 10 gauge wire ties. Circular steel bolted or screwed clamps may be used in lieu of wire ties. On the vertical rails, additionally attach fabric with 10-gaugewire ties or specified steel clamps at not greater than 18-inch spacing. On the top and bottom horizontal rails, attach fabric as specified on not greater than 30-inch spacing. Each panel shall positively and firmly interlock at its ends, when set in position, with each adjacent end panel. Wire ties are not

permissible to join panels to one another. Each panel shall be equipped with not less than two support bases that will support the panel in the vertical position in a stable manner, taking the region's winds into account, and which will prevent a person from simply pushing the panel over onto the ground. Steel T posts as specified in item 3 above may be used to supplement the erected stability of the panels.

E. Maximum space between the bottom of fence and underlying ground or pavement surface is not to exceed 2-1/2 inches.

PART 3 - EXECUTION

3.01 LOCATION OF TEMPORARY FACILITIES

A. Locate temporary facilities in areas approved by the Construction Manager. Construct and install signs at locations approved by the Construction Manager. Install informational signs so they are clearly visible.

3.02 PROJECT IDENTIFICATION SIGNS

A. Arrange for a professional sign painter to paint and erect a sign for the Site in accordance with the sign information provided in the Contract Documents or provided by Owner and Texas Water Development Board Sign will include identification of the OPT and Contractor (including appropriate logos, as required) and other Project information as determined by the Construction Manager. Paint sign on a 4-foot by 8-foot by 3/4-inch exterior grade plywood board. Frame plywood with 2 x 4 wood frame and mount on not less than two 4 x 4 posts. House plywood board in a channel routed 1/2 inch deep in the 2 x 4 frame. Shoulder, glue, and screw corners.

3.03 TEMPORARY LIGHTING

A. Provide temporary lighting inside buildings once buildings are weatherproof.

B. Provide exterior security lighting.

C. Provide lighting that is adequate to perform Work within any space. Temporary lights may be removed once the permanent lighting is in service.

D. Provide portable flood lights at any time that Work will be performed outside the structure at night. Provide adequate lighting at any location Work is being performed.

3.04 DRINKING WATER

A. Provide all field offices with potable water. Provide a dispenser and cooling apparatus if bottled drinking water is provided.

B. Pay for water services and maintain daily.

3.05 CONSTRUCTION FENCE

A. Install and maintain a chain-link construction fence around the Site and off-site storage yards. Fence must be a minimum 6 feet high. Provide gates with padlocks.

3.06 SITE SECURITY INSTALLATION

A. Site Enclosure Fence

1. When excavation begins for corrective earthwork, storm sewer pipelines, potable water pipelines, or other utilities, install enclosure fence meeting the requirements of paragraph 2.1.C of this specification around open excavations.
2. The enclosure fence shall be equipped with at least one lockable entrance gate.
3. Locate where determined sufficient to accommodate construction operations and exclude people, dogs and other animals from easily entering the site except by entrance gate. Entrance gate to be locked when site is unattended by Contractor personnel.
4. Enclosure fence shall be in place and secure when site is unattended by Contractor personnel, whether at night, holidays, weekends, or other times the site is unattended.
5. The enclosure fence may be removed to accommodate construction forces and then re-installed prior to Contractor forces leaving the site (as an example: remove fence in the morning to allow work to continue, then erect in the evening prior to leaving the site).
6. Enclosure fence is not required to be in place while Contractor personnel are on site working and can control entry to the site.
7. Enclosure fence is required, when the work site is unattended, around excavations that extend below the roadway subgrade elevation more than 2 feet or excavations that have vertical excavation walls. Roadway subgrade elevation for this purpose is the finished surface against which concrete, flexible base, asphalt stabilized base, or other paving materials will be placed. Subgrade definition for unpaved reaches that will remain unpaved is defined as the natural ground surface.
8. Enclosure fence shall be maintained in good condition, and damage from vandalism, equipment, handling, or deterioration shall be remedied by repair or replacement.

3.07 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary buildings, sheds, and utilities at the conclusion of the Project and restore the Site to original condition or finished condition in accordance with the Drawings.

B. Remove informational signs upon completion of construction.

C. Remove project identification signs, framing, supports, and foundations upon completion of the Project.

3.08 MAINTENANCE AND JANITORIAL SERVICE

A. Provide janitorial service for the OPT's field office on a weekly basis or as requested. Empty trash receptacles daily or as needed.

B. Maintain signs and supports in a neat, clean condition. Repair damage to structures, framings, or signs.

C. Repair any damage to Work caused by placement or removal of temporary signage.

D. Service, maintain, and replace, if necessary, the field office computer equipment throughout the Project as required by the OPT including replacement cartridges for all office equipment.

END OF SECTION

01 57 00 TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide labor, materials, equipment, and incidentals necessary to construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.

B. Construct temporary impounding works, channels, diversions, furnishing, and operation of pumps, installing piping and fittings, and other construction for control of conditions at the Site. Remove temporary controls at the end of the Project.

1.02 DOCUMENTATION

A. Provide Shop Drawings in accordance with Section 01 33 02 “Shop Drawings.”

B. Provide copies of notices, records, and reports required by the Contract Documents or Laws and Regulations as Product Data in accordance with Section 01 31 13 “Project Coordination.”

1.03 QUALITY ASSURANCE

A. Construct and maintain temporary controls with adequate workmanship using durable materials to provide effective environmental management systems meeting the requirements of the Contract Documents and Laws and Regulations. Use materials that require minimal maintenance to prevent disruption of construction activities while providing adequate protection of the environment.

B. Periodically inspect systems to determine that they are meeting the requirements of the Contract Documents.

1.04 POLLUTION CONTROL

A. Prevent the contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations. Provide adequate measures to prevent the creation of noxious air-borne pollutants. Prevent dispersal of pollutants into the atmosphere. Do not dump or otherwise discharge noxious or harmful fluids into drains or sewers, nor allow noxious liquids to contaminate public waterways in any manner.

B. Provide equipment and personnel and perform emergency measures necessary to contain any spillage.

1. Contain chemicals in protective areas and do not dump on soil. Dispose of such materials at off-site locations in an acceptable manner.

2. Excavate contaminated soil and dispose at an off-site location if contamination of the soil does occur. Fill resulting excavations with suitable backfill and compact to the density of the surrounding undisturbed soil.

3. Provide documentation to the Owner which states the nature and strength of the contaminant, method of disposal, and the location of the disposal site.

4. Comply with Laws and Regulations regarding the disposal of pollutants.

C. Groundwater or run-off water which has come into contact with noxious chemicals, sludge, or contaminated soil is considered contaminated. Do not allow contaminated water to enter streams or water courses, leave the Site in a non-contained form, or enter non-contaminated areas of the Site.

1. Construct temporary holding ponds or take other precautions and measures as required to contain the contaminated water and pump to a designated storage area.

2. Wash any equipment used for handling contaminated water or soil within contaminated areas three times with uncontaminated water prior to using such equipment in an uncontaminated area. Dispose of wash water used to wash such equipment as contaminated water.

1.05 EARTH CONTROL

A. Remove excess soil, spoil materials, and other earth not required for backfill. Control stockpiled materials to eliminate interference with Contractor and Owner's operations.

B. Dispose of excess earth off the Site. Provide written approval from the property owner for soils deposited on private property as Product Data per Section 01 31 13 "Project Coordination." Obtain approval of the OPT if this disposal impacts the use of Site or other easements.

1.06 AIR POLLUTION CONTROL

A. Air Pollution Watch Days:

1. Air Pollution Watch Days (APWD) may occur in the following times:

a. Typical Ozone Season: May 1 through October 31.

b. Critical Emission Time: 6:00 a.m. to 10:00 a.m.

2. Watch Days:

a. State or local environmental regulatory agencies, in coordination with the National Weather Service, may designate the following day as an APWD by 3:00 p.m. on the prior afternoon.

b. Begin work after 10:00 a.m. on designated APWD if work requires the use of heavy construction equipment for run times in excess of 1 hour prior to 10:00 a.m. Heavy construction equipment may be used prior to 10:00 a.m. if equipment is certified by EPA as "Low Emitting" or equipment burns Ultra Low Sulfur Diesel (ULSD), diesel emulsions, or alternative fuels such as CNG.

B. Obtain air permit for construction activities per requirements of Laws and Regulations.

1.07 TEMPORARY STORMWATER POLLUTION CONTROL

A. Provide temporary stormwater pollution control per Section 01 57 23 "Temporary Stormwater Pollution Control."

1.08 MANAGEMENT OF WATER

A. Manage water resulting from rains or ground water at the Site. Maintain trenches and excavations free of water at all times.

B. Lower the water table in the construction area by acceptable means if necessary to maintain a dry and workable condition at all times. Provide drains, sumps, casings, well points, and other water control devices as necessary to remove excess water.

C. Provide continuous operation of water management actions. Maintain standby equipment to provide proper and continuous operation for water management.

D. Ensure that water drainage does not damage adjacent property. Divert water into the same natural watercourse in which its headwaters are located, or other natural stream or waterway as approved by the Owner. Assume responsibility for the discharge of water from the Site.

E. Remove the temporary construction and restore the Site in a manner acceptable to the Construction Manager and to match surrounding material at the conclusion of the Work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials that comply with Laws and Regulations.

PART 3 - EXECUTION

3.01 CONSTRUCTING, MAINTAINING, AND REMOVING TEMPORARY CONTROLS

A. Construct temporary controls in accordance with Laws and Regulations.

B. Maintain controls in accordance with regulatory requirements where applicable or in accordance with the requirements of the Contract Documents.

C. Remove temporary control when no longer required, but before the Project is complete. Correct any damage or pollution that occurs as the result of removing controls while they are still required.

END OF SECTION

01 57 23 TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish labor, materials, equipment, and incidentals necessary to provide stormwater pollution prevention for the duration of the construction period including furnishing, installing, and maintaining erosion and sediment control structures and procedures and properly removing the features when no longer required.

B. Develop, implement, and maintain a stormwater pollution prevention plan (SWPPP) in compliance with local, state, and federal Laws and Regulations. Provide preventive measures to keep sediment and other pollutants from the construction activity from entering any stormwater system, including open channels.

C. Comply with the Texas Commission on Environmental Quality General Permit, TXR150000, (General Permit) for storm water discharges from construction activities under the Texas Pollutant Discharge Elimination System (TPDES) program.

D. Submit a hard copy of the SWPPP and the NOI to the City of Lubbock for review, approval, and signature before any field work is started.

E. File all required legal notices and obtain required permits prior to beginning any construction activity.

F. This Section provides guidelines and Best Management Practices information for the Contractor to use in adhering to all local, state, and federal environmental Laws and Regulations with respect to stormwater pollution prevention during construction activities.

1.02 DOCUMENTATION

A. Documentation must be provided in accordance with Section 01 33 00 “Document Management.”

B. Submit copies of required notices and reports to the Construction Manager as Product Data in accordance with Section 01 33 03 “Product Data.” Retain copies of these documents at the Site for review and inspection by the OPT or regulatory agencies at all times.

C. Submit copies of required notices to local, state, and federal authorities and any other entity as required by the General Permit and applicable Laws and Regulations.

D. Post a copy of required notices at the Site in a location where it is readily available for viewing by the general public and local, state, and federal authorities prior to starting construction activities and maintain the posting until completion of the construction activities.

E. Maintain copies of a schedule of major construction activities, inspection reports, and revision documentation with the SWPPP required under the General Permit.

F. Provide schedules in accordance with Paragraph 3.05.

1.03 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Drawings are not intended to be prescriptive but rather to convey the intent to provide complete slope protection, erosion control, and stormwater pollution prevention for both the Owner's property and adjacent properties.

B. Perform Work to comply with “Best Practices” as established by the local agency of jurisdiction.

C. Contractor must develop and implement a SWPPP in accordance with the General Permit prior to the beginning of construction activity.

D. Contractor assumes solely responsible for implementing, updating, and modifying the General Permit per Laws and Regulations for the SWPPP and Best Management Practices.

E. Stormwater pollution prevention measures must be established prior to the beginning of construction and maintained during the entire length of construction until final stabilization has been achieved for the area protected.

F. All land-disturbing activities must be planned and conducted to minimize the area to be exposed at any one time as well as time of exposure, off-site erosion, sedimentation, and adverse water quality impacts.

G. Surface water runoff originating upgrade of an exposed area must be managed to minimize erosion and sediment loss during the period of exposure.

H. Install measures to control both the velocity and rate of release so as to minimize erosion and sedimentation of the receiving water body (i.e. , ditch, channel, stream) in accordance with regulatory requirements and as directed by the OPT.

I. Periodically clean out and dispose of all sediment and other pollutants as necessary to maintain adequate treatment capacity of each pollution control feature. Clean out and properly dispose of all sediment and other stormwater pollutants at the time of completion of the Work.

1.04 JOB CONDITIONS, CODES AND ORDINANCES

A. Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional stormwater pollution prevention measures during construction beyond those required by state and federal Laws and Regulations, the Contractor must provide such measures at no additional cost.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials used for stormwater pollution prevention must meet the minimum design and specification requirements identified below for commonly used sediment loss prevention referenced from the North Central Texas Council Of Governments (NCTCOG) integrated Storm Water Management (iSWM) Design Manual for Construction. The Contractor must use appropriate control devices to protect against stormwater pollution from construction site activities.

B. Erosion control blankets (ECBs) to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following design criteria:

1. The type and class of erosion control mat must be specified as appropriate for the slope of the area to be protected, the flow rate (sheet flow on cut/fill slopes) or velocity (concentrated flow in swales) of stormwater runoff in contact with the ECB, and the anticipated length of service.

2. Erosion control blankets must meet the applicable Texas Department of Transportation (TxDOT) Minimum Performance Standards for TxDOT as provided in its Erosion Control Report and/or be listed on the most current annual Approved Products List for TxDOT applicable to TxDOT Item 169 Soil Retention Blanket and its Special Provisions.

C. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following design criteria:

1. If 50 percent or less soil by weight passes the U.S. Standard sieve No. 200, select the apparent opening size (A.O.S.) to retain 85 percent of the soil.

2. If 85 percent or more of soil by weight passes the U.S. Standard sieve No. 200, silt fences must not be used unless the soil mass is evaluated and deemed suitable by a soil scientist or geotechnical engineer concerning the erodibility of the soil mass, dispersive characteristics, and the potential grain-size characteristics of the material that is likely to be eroded.

3. Silt fence fabric must meet the following minimum criteria:

   a. Tensile Strength, ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles, 90 pounds.

   b. Puncture Rating, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 60 pounds.

   c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 280 psi.

   d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 70 (max) to No. 100 (min).

   e. Ultraviolet Resistance, ASTM D4355. Minimum 70 percent.

4. Filter stone for an overflow structure must be 1-1/2-inch washed stone containing no fine material. Angular shaped stone is preferable to rounded shaped stone.

5. Fence posts must be galvanized steel or equivalent and may be T-section or L-section, 1.3 pounds per linear foot minimum, and 4 feet in length minimum. Wood posts may be used depending on anticipated length of service and provided they are 4 feet in length minimum and have a nominal cross-section of 2 inches by 4 inches for pine or 2 inches by 2 inches for hardwoods.

6. Silt fence must be supported by galvanized steel wire fence fabric as follows:

   a. 4-inch by 4-inch mesh size, W1.4/1.4, minimum 14-gauge wire fence fabric;

   b. Hog wire, 12-gauge wire, small openings installed at bottom of silt fence;

c. Standard 2-inch by 2-inch chain link fence fabric; or

d. Other welded or woven steel fabrics consisting of equal or smaller spacing as that listed herein and appropriate gauge wire to provide support.

D. Inlet protection used in new developments that include new inlets or roads with new curb inlets or during repairs to existing roadways are subject to the following design criteria:

1. Filter fabric protection must be designed and maintained in a manner similar to a silt fence.

2. Where applicable, filter fabric, posts, and wire backing must meet the material requirements specified in Paragraph 2.01.C.

3. Filter gravel must be 3/4-inch washed stone containing no fines. Angular shaped stone is preferable to rounded shapes.

4. Concrete blocks must be standard 8-inch by 8-inch by 16-inch concrete masonry units.

5. When organic filter tubes are used, the designer must specify the type of material to be used (or excluded) on a particular site:

a. Straw filter material must be Certified Weed Free Forage. The straw must be in good condition, air-dried, and not rotten or moldy.

b. Wood chips must be 100 percent untreated chips and free of inorganic debris, such as plastic, glass, metal, etc. Wood chip size must not be smaller than 1 inch and must not exceed 3 inches in diameter. Shavings must not be more than 5 percent of the total mass.

6. Bags used to secure inlet protection devices on pavement must be filled with aggregate, filter stone, or crushed rock that is less likely than sand to be washed into an inlet if the bag is broken. Filled bags must be 24 to 30 inches long, 16 to 18 inches wide, and 6 to 8 inches thick. Bags must be polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 ounces per square yard and meet the following criteria:

a. Greater than 300 psi Mullen Burst Strength using ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method.

b. Greater than 70 percent UV Stability using ASTM D4355 Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus.

E. Check dams used for long drainage swales or ditches to reduce erosive velocities are subject to the following design criteria:

1. Use geotextile filter fabric under check dams exceeding 12 inches in height. The fabric must meet the material specified for the Stone Outlet Sediment Trap discussed above.

2. Loose, unconfined soil, wood chips, compost, and other material that can float or be transported by runoff must not be used to construct check dams.

3. Sand bags must not be used for check dams, due to their propensity to break and release sand that is transported by the concentrated flow in the drainage swale or ditch.

4. Rock Check Dams:
    a. Stone must be well graded with stone size ranging from 3 to 6 inches in diameter for a check dam height of 24 inches or less.
    b. The stone size range for check dams greater than 24 inches is 4 to 8 inches in diameter.
5. Rock Bag Check Dams Bags:
    a. Fill material should be pea gravel, filter stone or aggregate that is clean and free of deleterious material.
    b. Bag material must comply with the requirements of Inlet Protection above.
6. Sack Gabion Check Dams:
    a. Sack gabions must be wrapped in galvanized steel, woven wire mesh. The wire must be 20 gauge with 1-inch diameter, hexagonal openings.
    b. Stone must be well graded with a minimum size range from 3 to 6 inches in diameter.
7. Organic Filter Tube Check Dams:
    a. Filter material used within tubes to construct check dams must be limited to coir, straw, aspen fiber and other organic material with high cellulose content.
    b. The material should be slow to decay or leach nutrients in standing water and comply with the requirements for Inlet Protection above.

F. Stabilized construction exits used for sites in which significant truck traffic occurs on a daily basis are subject to the following design criteria:
    1. The construction exit material must be a minimum thickness of 6 inches. The stone or recycled concrete used must be 3 to 5 inches in size with little or no fines.
    2. The geotextile fabric must meet the following minimum criteria:
        a. Tensile Strength, ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles, 300 pounds.
        b. Puncture Strength, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 120 pounds.
        c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 600 psi.
        d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 40 (max).

G. Alternative pollution prevention measures selected by the Contractor must be identified from one or more of the following reference sources, as appropriate for the region of the construction activity:
    1. City of Austin Environmental Criteria Manual.
    2. North Central Texas Council of Governments (NCTCOG) integrated Stormwater Management (iSWM) Design Manual for Construction.

3. Harris County/Harris County Flood Control District/City of Houston Stormwater Management Handbook for Construction Activities.

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare a SWPPP in accordance with applicable permit requirements for construction activity. Develop the SWPPP in conformance with the General Permit and any applicable local requirements.

B. Prepare and implement the SWPPP prior to the beginning of construction activity in accordance with local, state, and federal Laws and Regulations.

C. OPT may require Contractor to install stormwater pollution prevention devices and/or practices during construction in addition to those required under the approved SWPPP. Contractor must remain solely responsible for complying with all local, state, and federal Laws and Regulations.

3.02 INSTALLATION

A. Erosion control blankets to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following installation criteria:

1. Prior to the installation of any erosion control matting, all rocks, dirt clods, stumps, roots, trash, and any other obstructions that would prevent the mat from lying in direct contact with the soil must be removed.

2. Anchor trenching must be located along the entire perimeter of the installation area, except for small areas with less than 2 percent slope.

3. Installation and anchoring must conform to the recommendations shown within the manufacturer's published literature for the erosion control blanket.

4. Anchors (staples) must be a minimum of 6 inches in length and 1 inch wide. They must be made of 11-gauge wire, or equivalent, unless the ECB is intended to remain in place with final stabilization and biodegrade.

5. Particular attention must be paid to joints and overlapping material. Overlap along the sides and at the ends of ECBs should be per the manufacturer’s recommendations for site conditions and the type of ECB being installed. At a minimum, the end of each roll of ECB must overlap the next roll by 3 feet and the sides of rolls must overlap 4 inches.

6. After installation, check blankets for uniform contact with the soil, security of the lap joints, and flushness of the staples with the ground.

B. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following installation criteria:

1. Construct fences along a line of constant elevation (along a contour line if possible).

2. Maximum drainage area must be 0.25 acres per 100 linear feet of silt fence.

3. Maximum flow to any 20-foot section of silt fence must be 1 cfs.

4. Maximum distance of flow to silt fence must be 200 feet or less. If the slope exceeds 10 percent, the flow distance must be less than 50 feet.
5. Maximum slope adjacent to the fence must be 2:1.
6. Stone overflow structures or other outlet control devices must be installed at all low points along the fence or spaced at approximately 300 feet if there is no apparent low point.
7. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel to prevent bypass of runoff under the fence. Fabric must overlap at abutting ends a minimum of 3 feet and must be joined such that no leakage or bypass occurs. If soil conditions prevent a minimum toe-in depth of 6 inches or installation of support post to depth of 12 inches, silt fences must not be used.
8. Sufficient room for the operation of sediment removal equipment must be provided between the silt fence and other obstructions in order to properly maintain the fence.
9. The last 10 feet (or more) at the ends of a line of silt fence must be turned upslope to prevent bypass of stormwater. Additional upslope runs of silt fence may be needed every 200 to 400 linear feet, depending on the traverse slope along the line of silt fence.

C. Inlet protection for new developments that include new inlets or roads with new curb inlets or during repairs to existing roadways are subject to the following installation criteria:

1. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), when installing inlet protection on publicly traveled streets or in developed areas. Ensure that inlet protection is properly designed, installed, and maintained to avoid flooding of the roadway or adjacent properties and structures.
2. Maximum depth of flow must be 8 inches or less.
3. A 2-inch overflow gap or weir is required on all curb inlet protection devices.
4. Positive drainage is critical in the design of inlet protection. If overflow is not provided for at the inlet, excess flows must be routed through established swales, streets, or other watercourses to minimize damage due to flooding.
5. Filter Fabric Protection:
    a. Filter fabric protection is appropriate where the drainage area is less than 1 acre and the basin slope is less than 5 percent.
    b. Filter fabric, posts, and wire mesh must meet the material requirements specified in Paragraph 2.01.C.
    c. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel. This entrenchment prevents any bypass of runoff under the fence.
    d. Stone overflow structures must be installed where flow to the inlet is concentrated and more than 1 cfs according to the criteria in Paragraph 2.01.

6. Block and Gravel Protection (Curb and Drop Inlets):
    a. Concrete blocks are to be placed on their sides in a single row around the perimeter of the inlet, with ends abutting.
    b. Openings in the blocks should face outward, not upward. 1/2-inch by 1/2-inch wire mesh must then be placed over the outside face of the blocks covering the holes.
    c. Filter stone must then be piled against the wire mesh to the top of the blocks with the base of the stone being a minimum of 18 inches from the blocks.
    d. Alternatively, where loose stone is a concern (streets, etc.), the filter stone may be placed in appropriately sized geotextile fabric bags.
7. Excavated Impoundment Protection:
    a. Excavated impoundment protection is only applicable to drop inlets.
    b. It should not be applied to Y inlets because it will undermine the concrete pad surrounding the inlet opening. Nor can it be used for inlets on pavement.
    c. With this protection method, it is necessary to install weep holes to allow the impoundment to drain completely.
    d. The impoundment must be sized such that the volume of excavation is equal to or exceeds the runoff volume from the temporary control design storm (2-year, 24-hour) for the inlet's drainage area.
    e. The trap must have a minimum depth of 1 foot and a maximum depth of 2 feet as measured from the top of the inlet and must have side slopes of 2:1 or flatter.
8. Organic Filter Tube Protection (Curb and Drop Inlets):
    a. Organic filter tubes may be used on paved or unpaved surfaces. On paved surfaces, tubes must be secured in place by rock bags. On unpaved surfaces, the tubes must be embedded in the ground a minimum of 3 inches and staked at 4-foot spacing.
    b. Designer must provide calculations and specify the diameter of tube to be used based on the inlet's drainage area and the flow rate of runoff to the inlet.
    c. The minimum allowable diameter is 12 inches.
    d. For curb protection, the diameter of the tube must be at least 2 inches less than the height of the inlet opening. The tube should not be allowed to block the entire opening, since it will clog.
    e. The tube must be placed on 4-inch by 4-inch or 2-inch by 4-inch wire mesh to prevent the tube from sagging into the inlet. The tube should be long enough to extend a minimum of 12 inches past the curb opening on each side of the inlet.

D. Check dams for long drainage swales or ditches to reduce erosive velocities are subject to the following installation criteria:
    1. Typically, the dam height should be between 9 inches and 36 inches, depending on the material of which they are made. The height of the check dam must always be less than one-third the depth of the channel.

2. Dams should be spaced such that the top of the downstream dam is at the same elevation as the toe of the upstream dam. On channel grades flatter than 0.4 percent, check dams should be placed at a distance that allows small pools to form between each check dam.
3. The top of the side of the check dam must be a minimum of 12 inches higher than the middle of the dam. In addition, the side of the dams must be embedded a minimum of 18 inches into the side of the drainage ditch, swale or channel to minimize the potential for flows to erode around the side of the dam.
4. Larger flows (greater than 2-year, 24-hour design storm) must pass the check dam without causing excessive upstream flooding.
5. Check dams should be used in conjunction with other sediment reduction techniques prior to releasing flow off-site.
6. Rock Check Dams: Rock check dams must have a minimum top width of 2 feet with side slopes of 2:1 or flatter.
7. Rock Bag Check Dams:
    a. Rock bag check dams should have a minimum top width of 16 inches.
    b. Bag length must be 24 to 30 inches, width must be 16 to 18 inches, and thickness must be 6 to 8 inches and having a minimum weight of 40 pounds.
    c. Minimum rock bag dam height of 12 inches would consist of one row of bags stacked on top of two rows of bag. The dam must always be one more row wide than it is high, stacked pyramid fashion.
    d. PVC pipes may be installed through the dam to allow for controlled flow through the dam. Pipe should be schedule 40 or heavier polyvinyl chloride (PVC) having a nominal internal diameter of 2 inches.
8. Sack Gabion Check Dams:
    a. Sack gabion check dams may be used in channels with a contributing drainage area of 5 acres or less.
    b. Wire mesh must be one piece, wrapped around the rock, and secured to itself on the downstream side using wire ties or hog rings.
    c. Sack gabions must be staked with 3/4-inch rebar at a maximum spacing of 3 feet. Each wire sack must have a minimum of two stakes.
9. Organic Filter Tube Check Dams:
    a. Organic filter tubes may be used as check dams in channels with a contributing drainage area of 5 acres or less.
    b. Organic filter tubes must be a minimum of 12 inches in diameter.
    c. Staking of filter tubes must be at a maximum of 4-foot spacing and must alternate through the tube and on the downstream face of the tube.

E. Stabilized construction exits for sites in which significant truck traffic occurs on a daily basis are subject to the following installation criteria:

1. Limit site access to one route during construction, if possible; two routes for linear and larger projects.
2. Prevent traffic from avoiding or shortcutting the full length of the construction exit by installing barriers. Barriers may consist of silt fence, construction safety fencing, or similar barriers.
3. Design the access point(s) to be at the upslope side of the construction site. Do not place construction access at the lowest point on the construction site.
4. Stabilized Construction Exits are to be constructed such that drainage across the entrance is directed to a controlled, stabilized outlet on-site with provisions for storage, proper filtration, and removal of wash water.
5. The exit must be sloped away from the paved surface so that stormwater is not allowed to leave the Site onto roadways.
6. Minimum width of exit must be 15 feet.
7. Vehicles must not be permitted to track or drop sediment onto paved roads, streets, or parking lots. When necessary, vehicles must be cleaned to remove sediment prior to exit onto paved areas. When washing is required, it must be done on a constructed wheel wash facility that drains into an approved sediment trap or sediment basin or other sedimentation/filtration device.
8. Minimum dimensions for the exit must be as follows:

Tract Area	Min. Width of Exit	Min. Length of Exit
<1 Acre	15 feet	20 feet
≥ 1 acre but <5 Acres	25 feet	50 feet
≥5 Acres	30 feet	50 feet

F. Install pollution control devices in a manner consistent with their designed intent.

3.03 MAINTENANCE

A. Maintain pollution prevention control structures and procedures in full working order at all times during construction. This must include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment and other pollutants which accumulate in pollution control devices as necessary to maintain the intended design efficiency for the pollution prevention measure.

B. Dispose properly of trash, debris, and other pollutants.

C. Place sediment material in approved earth spoil areas or return the sediment material to the area from which it eroded.

D. Maintain pollution prevention structures and procedures until construction is complete for the area protected and until the Site achieves final stabilization. Unless more stringently defined by local, state, or federal requirements, final stabilization is defined as achieving 70 percent of background vegetative cover or placement of permanent cover, such as concrete or asphalt.

E. Upon completion of construction and achievement of final stabilization, properly remove the temporary pollutant control structures and complete the area as indicated. Pollution control devices made of organic materials designed to degrade naturally in place will not require removal, unless specifically required by the OPT.

F. Erosion control blankets must be inspected regularly (at least as often as required by the General Permit) for bare spots caused by weather related events. Missing or loosened blankets must be replaced or re-anchored. Also check for excess sediment deposited from runoff. Remove sediment and/or replace blanket as necessary. In addition, determine the source of excess sediment and implement appropriate Best Management Practices to control the erosion.

G. Silt fences must be inspected regularly (at least as often as required by the General Permit) for buildup of excess sediment, undercutting, sags, and other failures. Sediment should be removed when it reaches approximately one-half the height of the fence. In addition, determine the source of excess sediment and implement appropriate Best Management Practices to control the erosion. If the fabric becomes damaged or clogged, it must be repaired or replaced as necessary.

H. Inlet protection must be inspected regularly (at least as often as required by the General Permit). Floatable debris and other trash caught by the inlet protection should be removed after each storm event. Sediment should also be removed from curb inlet protection after each storm event because of the limited storage area associated with curb inlets. Sediment collected at inlet protection should be removed before it reaches half the height of the protection device. Sediment should be removed from inlets with excavated impoundment protection before the volume of the excavation is reduced by 50 percent. In addition, the weep holes should be checked and kept clear of blockage. Concrete blocks, 2-inch by 4-inch boards, stakes, and other materials used to construct inlet protection should be checked for damaged and repaired or replaced if damaged. When filter fabric or organic filter tubes are used, they should be cleaned or replaced when the material becomes clogged. For systems using filter stone, when the filter stone becomes clogged with sediment, the stones must be pulled away from the inlet and cleaned or replaced. Because of the potential for inlet protection to divert runoff or cause localized flooding, remove inlet protection as soon as the drainage area contributing runoff to the inlet is stabilized. Ensure that all inlet protection devices are removed at the end of the construction.

I. The stone outlet sediment trap should be inspected regularly (at least as often as required by the General Permit) to check for clogging of the void spaces between stones. If the filter stone appears to be clogged, such that the basin will not completely drain, then the filter stone will require maintenance. If the filter stone is not completely clogged it may be raked with a garden rake to allow the water to release from the basin. If filter stone is completely clogged with mud and sediment, then the filter stone will have to be removed and replaced. Failure to keep the filter stone material properly maintained will lead to clogging of the stone riprap embankment. When this occurs, the entire stone rip-rap structure will need to be replaced. If the aggregate appears to be silted in such that efficiency is diminished, the stone should be replaced. Trash and debris should be removed from the trap after each storm event to prevent it from plugging the rock. Deposited sediment must be removed before the storage capacity is decreased by one-third, or sediment has reached a depth of 1 foot, whichever is less. The removed sediment must be stockpiled or redistributed in areas that are protected with erosion and sediment controls.

J. Sediment basins should be inspected regularly (at least as often as required by the General Permit) to check for damage and to ensure that obstructions are not diminishing the effectiveness of the structure. Sediment must be removed and the basin must be re-graded to its original dimensions when the sediment storage capacity of the impoundment has been reduced by 20 percent. The removed sediment may be stockpiled or redistributed on-site in areas that are protected by erosion and sediment controls. Inspect temporary stabilization of the embankment and graded basin and the velocity dissipaters at the outlet and spillway for signs of erosion. Repair any eroded areas that are found. Install additional erosion controls if erosion is frequently evident.

K. Check dams should be inspected regularly (at least as often as required by the General Permit). Silt must be removed when it reaches approximately one-third the height of the dam or 12 inches, whichever is less. Inspectors should monitor the edges of the dam where it meets the sides of the drainage ditch, swale, or channel for evidence of erosion due to bypass or high flows. Eroded areas must be repaired. If erosion continues to be a problem, modifications to the check dam or additional controls are needed. Care must be used when taking out rock check dams in order to remove as much rock as possible. Loose rock can create an extreme hazard during mowing operations once the area has been stabilized.

L. Stabilized construction exits should be inspected regularly (at least as often as required by the General Permit). The stabilized construction exit must be maintained in a condition that prevents tracking or flow of sediment onto paved surfaces. Periodic re-grading and top dressing with additional stone must be done to keep the efficiency of the exit from diminishing. The rock must be re-graded when ruts appear. Additional rock must be added when soil is showing through the rock surface. Additional controls are needed if inspections reveal a properly installed and maintained exit, but tracking of soil outside the construction area is still evident. Additional controls may be daily sweeping of all soil spilled, dropped, or tracked onto public rights-of-way or the installation of a wheel cleaning system.

3.04 FIELD QUALITY CONTROL

A. In the event of conflict between the specified requirements and stormwater pollution control laws, rules, or regulations or other local, state, or federal agencies, the more restrictive laws, rules, or regulations will apply.

3.05 SCHEDULES

A. Prior to start of construction, submit schedules to the OPT for accomplishment of temporary and permanent erosion control work in connection with required clearing and grubbing, grading, construction, and paving. Include a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials in the submittal.

END OF SECTION

01 60 00 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide products for this Project that comply with the requirements of this Section. Specific requirements of the detailed equipment specifications govern in the case of a conflict with the requirements of this Section.

B. Comply with applicable specifications and standards.

1.02 DOCUMENTATION

A. Provide documents in accordance with the Contract Documents.

1.03 QUALITY ASSURANCE

A. Design Criteria:

1. Provide products designed for structural stability and operational capability.

2. Provide members designed to withstand all loads imposed by installation, erection, and operation of the product without deformation, failure, or adversely affecting the operational requirements of the product. Size and strength of materials for structural members are specified as minimums only.

3. Design mechanical and electrical components for all loads, currents, stresses, and wear imposed by startup and normal operations of the equipment without deformation, failure, or adversely affecting the operation of the unit. Mechanical and electrical components specified for equipment are specified as the minimum acceptable for the equipment.

B. Coordination:

1. Provide coordination of the entire Project, including verification that structures, piping, and equipment components to be furnished and installed for this Project are compatible.

2. Determine that the equipment furnished for this Project is compatible with the requirements of the Contract Documents and with the equipment and materials furnished by others.

3. Provide electrical components for equipment that comply with all provisions of the Contract Documents.

4. Apply protective coatings and paints to equipment in the shop that are fully compatible with the final coatings to be field applied in accordance with the Contract Documents.

C. Adapting Substitute Products:

1. The Drawings and Specifications are prepared for the specified products. Make modifications to incorporate the products into the Project if a substitution is requested

for a product is and approved in accordance with Section 01 26 00 “Change Management.”

2. Do not provide a product with a physical size that exceeds the available space. Consideration may be given to the acceptance of these products or equipment if the Contractor assumes all costs necessary to incorporate the item and the OPT approves such revisions.

3. Coordinate electrical requirements for the products to be installed in the Project, including revisions in electrical equipment components wiring and other elements necessary to incorporate the component.

1.04 STANDARDS

A. The applicable industry standards referenced in the Specifications apply as if written here in their entirety.

B. Provide equipment manufactured using structural and miscellaneous fabricated steel conforming to the standards of the American Institute of Steel Construction, except where indicated otherwise.

1.05 WARRANTIES AND GUARANTEES

A. Normal warranty provisions are as stated in the General Conditions.

B. Correct Defective Work under the provisions of the General Conditions.

C. Provide warranties and guarantees for periods as defined in the Contract Documents. Individual Sections of the Specifications may have more stringent warranty requirements than stated in the General Conditions. The most stringent warranty will apply in the event of conflicts within the Contract Documents.

D. The Contract Documents may require special warranties that guarantee performance at a specified capacity, power consumption, efficiency, or other operating parameter. Correct defects that prevent products from meeting the specified performance parameters. The requirements of the special warranty that guarantee performance will be satisfied when the specified performance parameters have been met for a period of 1 calendar year of operation, unless Owner elects to accept Defective Work under the provisions of the General Conditions.

E. The Contract Documents may require special warranties for periods extending beyond the one-year correction period specified in the General Conditions. The full warranty provisions and requirements for correction of Defective Work stated in the General Conditions apply throughout the extended warranty period.

F. Provide a warranty bond to provide the same protection as the Contractor's performance bond for extended special warranties. The warranty bond will become effective on the day the performance bond expires which is 1 year after the date of final payment per the General Conditions. The warranty bond will remain in effect until the extended warranty period has expired.

G. In the event that products are repaired, modified, or replaced under the warranty bond, then the warranty period will continue on the date of completion of these repairs for a period of 6 months or until the end of the original warranty period, whichever is later. In no

event will the warranty period extend more than 6 months beyond the end of the original warranty period.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide products according to normally accepted engineering and shop practices, except where a higher standard of quality is required by the Contract Documents.

B. Manufacture like parts of duplicate units to standard sizes and gages that are interchangeable.

C. Two or more items of the same kind are to be identical and made by the same Supplier.

D. Provide products suitable for the intended service.

E. Adhere to the equipment capacities, sizes, and dimensions indicated in the Contract Documents.

F. Do not use products for any purpose other than that for which they were designed.

G. Provide new products. Do not provide equipment that has been in service at any time prior to delivery except for testing in accordance with the Contract Documents.

H. Provide materials suitable for service conditions.

I. Provide iron castings that are tough, close grained gray iron free from blowholes, flaws, or excessive shrinkage and that conform to ASTM A48.

J. Design structural members for shock or vibratory loads.

K. Provide steel that is at least 1/4 inch thick for all elements that will be submerged or subject to splashing all or part of the time during normal operation of the equipment. Chamfer or grind all edges to eliminate sharp exposed edges.

2.02 ANCHOR BOLTS

A. Provide suitable anchor bolts for each product.

B. Provide anchor bolts with templates or setting drawings in time to permit casting the anchor bolts in the concrete when concrete is placed.

C. Provide two nuts for each bolt.

D. Provide anchor bolts for products mounted on baseplates that are long enough to permit 1-1/2 inches of grout beneath the baseplate and to provide adequate anchorage into structural concrete. Bolts must be long enough to provide full nut engagement and leave three threads exposed. Housekeeping pads are not structural concrete.

E. Provide stainless steel anchor bolts, nuts, and washers.

2.03 SPECIAL TOOLS AND ACCESSORIES

A. Furnish tools, instruments, lifting and handling devices, and accessories necessary for proper maintenance and adjustment that are available only from the manufacturer or are not commonly available.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install equipment including equipment pre-selected or furnished by the Owner. Assume responsibility for proper installation, startup, and making the necessary adjustments so that the equipment is placed in proper operating condition per Section 01 75 00 “Starting and Adjusting.”

END OF SECTION

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Comply with requirements of the General Conditions and specified administrative procedures in closing out the Contract.

1.02 DOCUMENTATION

A. Submit affidavits and releases on forms provided by the Construction Manager

1.03 SUBSTANTIAL COMPLETION

A. The following requirements must be met for the Project or a designated portion of the Work to be Substantially Complete per the General Conditions:

1. Work must be fully functional and able to operate in accordance with the Contract Documents without special or extraordinary efforts on the part of the Owner.

B. Conduct inspections with superintendent, Subcontractors, and Suppliers for the Work or a designated portion of the Work prior to calling for a Substantial Completion inspection by the OPT. Create a list of deficiencies in the Work that must be completed for the Project to qualify for Substantial Completion. Review the list with the Construction Manager or the designated member of the OPT. The Construction Manager or the designated member of the OPT may assist the Contractor with this effort; however, it is the Contractor's responsibility to create and manage this list of deficiencies until corrections are made.

C. Correct the identified deficiencies prior to calling for a Substantial Completion inspection.

D. Notify the Construction Manager that the Work or a designated portion of the Work is Substantially Complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered for Final Completion.

E. OPT will visit the Site to observe the Work within a reasonable time after notification is received to determine the status of the Project.

F. Construction Manager will notify the Contractor that the Work is either Substantially Complete or that additional Work must be performed before the Project will be considered Substantially Complete.

1. Construction Manager will notify the Contractor of items that must be completed before the Project will be considered Substantially Complete.

2. Correct the noted deficiencies in the Work.

3. Notify the Construction Manager when the items of Work in the Construction Manager's notice have been completed.

4. OPT will revisit the Site and repeat the process.

5. Construction Manager will issue a Certificate of Substantial Completion to the Contractor when the OPT considers the Project to be Substantially Complete. The

certificate will include a tentative list of items to be corrected before Final Payment will be recommended.

6. Review the list and notify the Construction Manager of any objections to items on the list within 10 days after receiving the Certificate of Substantial Completion.

1.04 TRANSFER OF UTILITIES

A. Transfer utilities to the Owner when the Certificate of Substantial Completion has been issued.

B. Submit final meter readings for utilities and similar data as of the date the Owner occupied the Work.

1.05 CLOSEOUT REQUIREMENTS

A. Provide the following before Final Completion:

1. Record Documents per Section 01 31 13 “Project Coordination”;
2. Keys and keying schedule;
3. Warranties, bonds, and service agreements;
4. Equipment Installation Reports;
5. Shop Drawings, Product Data, operation and maintenance manuals, and other documentation required by the Contract Documents;
6. Specified spare parts and special tools;
7. Certificates of occupancy, operating certificates, or other similar releases required to allow the Owner unrestricted use of the Work and access to services and utilities;
8. Evidence of continuing insurance and bond coverage as required by the Contract Documents; and
9. Final videos and photographs per Section 01 33 06 “Graphic Documentation.”

1.06 WARRANTIES, BONDS, AND SERVICES AGREEMENTS

A. Provide warranties, bonds, and service agreements required by Section 01 33 00 “Document Management” or by the individual Sections of the Specifications.

B. The date for the start of warranties, bonds, and service agreements is established per the General Conditions.

C. Compile warranties, bonds, and service agreements and review these documents for compliance with the Contract Documents.

1. Each document is to be signed by the respective Supplier or Subcontractor.
2. Each document is to include:
    a. The product or Work item description;
    b. The firm name, with the name of the principal, address, and telephone number;
    c. Scope of warranty, bond, or services agreement;

d. Date, duration, and expiration date for each warranty bond and service agreement;

e. Procedures to be followed in the event of a failure; and

f. Specific instances that might invalidate the warranty or bond.

D. Submit digital copies of the documents to the Construction Manager for review.

E. Submit warranties, bonds, and services agreements within 10 days after equipment or components placed in service.

1.07 FINAL COMPLETION

A. Conduct inspections with Superintendent, Subcontractors, and Suppliers prior to calling for a Final Completion inspection by the OPT. Create a list of deficiencies in the Work that must be completed for the Project to qualify for the Final Completion inspection. Review the list with the Construction Manager or the designated member of the OPT. The Construction Manager or the designated member of the OPT may assist the Contractor with this effort; however, it is the Contractor's responsibility to create and manage this list of deficiencies until corrections are made.

B. Identify, list, and correct deficiencies prior to calling for a Final Completion inspection. The Project at the call for Final Completion represents the Contractor's interpretation of a project completed in conformance with the Contract Documents and reflects the Contractor's representation of a quality project meeting the Owner's expectations.

C. Notify the Construction Manager when:

1. Work has been completed and complies with the Contract Documents;

2. Equipment and systems have been tested per the Contract Documents and are fully operational;

3. Final operation and maintenance manuals have been provided to the Owner and all operator training has been completed;

4. Specified spare parts and special tools have been provided;

5. Work is complete and ready for final inspection;

6. Final documentation for all outstanding Modifications and Claims (other than those listed on the Certificate of Final Completion) have been processed and are ready for incorporation into the final Application for Payment; and

7. Closeout requirements in Paragraph 1.05 have been completed.

D. OPT will visit the Site to determine if the Project is complete and ready for final payment within a reasonable time after the notice is received.

E. Construction Manager will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.

F. Take immediate steps to correct Defective Work. Notify the Construction Manager when Defective Work has corrected. OPT will visit the Site to determine if the Project is complete and the Work is acceptable. Construction Manager will issue a Certificate of Final

Completion to the Contractor when the Project is complete or will notify the Contractor that Work is Defective.

G. Submit the request for final payment with closeout documentation described in Paragraph 1.06 if notified that the Project is complete and the Work is acceptable.

1.08 REINSPECTION FEES

A. Owner may impose a set-off against the Application for Payment in accordance with the General Conditions to compensate the OPT for additional visits to the Project if additional Work is required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 74 23 FINAL CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A. Perform a thorough cleaning of the Site, buildings, or other structures prior to Owner occupancy of the buildings, and prior to Final Completion. Leave the Project clean and ready for occupancy.

1.02 DOCUMENTATION

A. Provide data for maintenance per Section 01 33 04 “Operation and Maintenance Data.”

1.03 QUALITY CONTROL

A. Use experienced workmen or professional cleaners for final cleaning.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Furnish the labor and products needed for cleaning and finishing as recommended by the manufacturer of the surface material being cleaned.

B. Use cleaning products only on the surfaces recommended by the Supplier.

C. Use only those cleaning products which will not create hazards to health or property and which will not damage surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

A. Thoroughly clean the entire Site

1. Remove construction debris, boxes, and trash from the Site.
2. Remove construction storage sheds and field offices.
3. Restore grade to match surrounding condition and remove excess dirt.
4. Sweep all drives and parking lots clean of dirt and debris. Use water trucks or hose down paved site to like new appearance.

END OF SECTION

01 78 36 WARRANTIES AND SERVICE AGREEMENTS

PART 1 - GENERAL

1.01 WARRANTY REQUIREMENTS

A. Provide products for this Project that comply with the requirements of this Section.

1.02 WARRANTIES AND GUARANTEES

A. Guarantee and warrant products furnished by the Contractor against:

1. Faulty or inadequate design;
2. Improper assembly or erection;
3. Defective workmanship or materials; and
4. Leakage, breakage, or other failure.

B. Guarantee and warrant the products installed under this Contract, including Goods furnished by the Owner, against leakage, breakage, or other failure due to improper assembly or erection and against improper installation of the equipment. The correction period is as defined in the General Conditions. Individual Specification Sections may have more stringent warranty requirements than those stated in the General Conditions. The most stringent warranty will be provided in the event of conflicts.

C. Provide all required warranties, guarantees, and related documents with the Shop Drawing. The effective date of warranties and guarantees will be the date of Substantial Completion.

D. Include an additional copy of equipment warranties in operation and maintenance manuals.

E. Provide a copy of all warranties in a separate document in accordance with Section 01 70 00 “Execution and Closeout Requirements.”

1.03 EXTENDED WARRANTIES

A. Extended Warranties are defined as any guarantee of performance for the product or system beyond the one-year correction period described in the General Conditions.

B. Issue the warranty certificate in the name of the Owner.

C. Provide a warranty bond for Extended Warranties as required by the individual Specification Sections.

1.04 SERVICE AGREEMENTS

A. Provide Extended Service Agreements (ESA) and related documents with the Shop Drawing. An Extended Service Agreement is a contract between the Owner and an approved Subcontractor or Supplier to provide service and or maintenance beyond that required to fulfill requirements for warranty repairs or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.

B. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.

C. Enter into a contract with the service provider and assign the service contract to the Owner on the date of Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.

D. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.

E. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.

F. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DIVISION 2

EXISTING CONDITIONS

02 61 16 HYDROCARBON CONTAMINATED GEOLOGIC MATERIALS

1.00 GENERAL

1.01 SUMMARY

A. This Section includes:

1. Disposal of geologic materials (i.e., sand, silt, clay, gravel, cobbles, stone, rock, etc.) contaminated by hydrocarbons, should they be encountered at any point during construction.

2. This specification is primarily oriented toward petroleum hydrocarbon-contaminated geologic material disposal.

1.02 SUBMITTALS

A. Furnish written method and list equipment to be provided for preliminary screening for hydrocarbon-contaminated geologic materials.

B. Furnish description for stockpiling and protecting hydrocarbon-contaminated materials, including proposed stockpile location, and for storing and protecting materials until analytical chemistry results are obtained.

C. Furnish completed manifests, all signatures included, for hydrocarbon-contaminated geologic materials shipped to disposal site.

1.03 REFERENCE STANDARDS

A. The applicable provisions of the following standards shall apply as if written here in their entirety:

1. OSHA 29 CFR 1910

2. TAC Title 30, Part 1, Chapter 330, Subchapter D, Rule 330.171

3. TAC Title 30, Part 1, Chapter 335, Subchapter R, Rule 335.521(a), Table 1

4. West Texas Regional Disposal Facility, MSW #2522, Site Operation Plan, Petroleum Contaminated Soil and Debris, pages 36-56

5. TCEQ PST Program Action Levels, Revised August 12, 2011.

2.00 PRODUCTS (NOT USED)

3.00 EXECUTION

3.01 DETECTION

A. The Contractor shall be alert to the presence of hydrocarbon-contaminated geologic materials during open cut and tunnel excavation operations near former LPST sites on this project.

B. The presence of petroleum hydrocarbon contamination may take the form of petroleum odor detectable by smell, discoloration of geologic materials, visual evidence of raw petroleum product, or other suspicious visual and/or sensory cues.

C. Once suspected, Contractor to immediately notify the Engineer and confirm with field screening method, witnessed by Engineer, with method and equipment compatible with TCEQ LPST guidance for field screening and in conformance with paragraph 1.4.A above.

D. Field screening with flammable limit detector is not acceptable on this project.

E. Field screening shall not take place where petroleum or hydrocarbon vapors from a different source might be present.

F. Continue field screening of like materials in same relative location or depth in the excavation until field screening indicates no further petroleum hydrocarbon constituents are likely.

G. Upon Engineer's direction, Contractor shall provide assistance and allow Engineer access to geologic materials for sample retrieval and analytical laboratory testing.

3.02 EXCAVATION, SEPARATION AND STORAGE

A. Once confirmed by field screening that petroleum hydrocarbons are present in the geologic materials, continue excavation and keep contaminated material separate to the extent feasible from uncontaminated material.

B. Excavation operations are subject to Engineer's direction for alteration or modification, within reason as determined by the Engineer, to maintain separation of contaminated material from uncontaminated material as excavation proceeds.

C. Stockpile the contaminated material on impermeable sheeting and also cover the stockpile with impermeable sheeting. Protect stockpile from precipitation runoff flowing through the bottom of the stockpile and protect from precipitation entering the upper surfaces of the stockpile and percolating through the material. Maintain cover and anchor cover against displacement. Maintain cover even in dry weather and windy conditions.

D. Store hydrocarbon-contaminated material until the analytical laboratory test results are received by the Owner, and further direction is given based on the results.

E. Contractor is to assist the Engineer, whether with Contractor personnel and/or Contractor equipment, for retrieving samples for testing, whether from active excavation operation or stockpile.

3.03 ANALYTICAL LABORATORY TESTING

A. Owner will be responsible for analytical laboratory testing of geological materials for the constituents in paragraph 1.4.L. above.

B. The Contractor should note that the TCLP tests can take five to ten business days for normal turnaround, therefore the stockpile will have to be maintained by the Contractor until analytical results are received and a course of action for material disposition is received from the Owner.

3.04 HYDROCARBON-CONTAMINATED GEOLOGIC MATERIAL DISPOSITION

A. If the analytical laboratory results indicate that all parameters are below TCEQ action levels listed in paragraph 1.4.K. above, then the material can be used as backfill on the project. This backfill will be placed as near to its original location as feasible, given the other requirements for this project. As an example regarding backfill location feasibility, if contaminated material is encountered in a tunnel drift excavation within a reach that is to be fully grouted, then the backfill cannot feasibly be placed back in its original position. In such example, the material would be backfilled in the next nearest active backfill location.

B. If any parameter listed in paragraph 1.4.K. above exceeds TCEQ action level, but is within the limits listed in paragraphs 1.4.L. above for disposal at the WTRDF, then the material will be disposed at the WTRDF.

C. If any tested parameter exceeds the limits in paragraphs 1.4.L. above, then the material must go to a permitted facility able to take such waste that has the higher concentrations, such as an industrial landfill or hazardous waste landfill, or must be treated to meet the concentrations for WTRDF disposal. In such case, the Owner will negotiate with the contractor for course of action and adjustment to compensation.

3.05 CLOSURE

A. Close stockpile location and decommission the site.

B. Dispose or recycle impermeable sheeting in accordance with applicable regulations. Laboratory analytical testing for such disposal or recycling, as applicable by regulation, will be the responsibility of the Contractor.

C. Remove other equipment at the stockpile site and leave site in former condition to the extent feasible.

END OF SECTION

02 62 16 SOIL VAPOR EXTRACTION

1.00 GENERAL

1.01 SUMMARY

A. This Section includes:

1. Soil vapor extraction for control of subsurface volatile organic vapors, should they be encountered at any point during construction.

1.02 PERFORMANCE REQUIREMENTS

A. If the products installed as part of this Section are found to be defective, damaged or not in conformance with the Specifications then the products and Work shall be corrected at the Contractor's expense.

B. Any retesting required due to inadequate installation or defective materials shall be paid for by the Contractor.

C. The Work requires coordination of assembly, installation and testing between the Contractor and Owner's representative.

1.03 SUBMITTALS

A. Furnish schematic of soil vapor extraction and treatment system for record purposes.

B. Furnish vapor extraction well locations on aerial photograph (photograph to be furnished) and piping layout.

C. Furnish organic vapor monitoring program for record purposes.

D. Furnish organic vapor concentration results from the monitoring program for record purposes.

E. Provide anticipated operating characteristics of vacuum/blower equipment to include anticipated vacuum in inches of water or inches or millimeters of mercury.

F. Provide copy of applications to TCEQ for emissions-related permit or waiver.

G. Contractor may submit an alternate plan for intercepting volatile organic chemical (VOC) vapor intrusion into the work spaces prior to workers being exposed or developing VOC vapor concentration that exceeds the OSHA-defined lower flammable limit for safe work.

1.04 QUALITY ASSURANCE

A. Installation of the soil vapor extraction system is recommended to be performed by remediation specialists.

B. All well drilling shall be performed by a state licensed well drilling contractor.

1.05 REFERENCE STANDARDS

A. The applicable provisions of the following standards shall apply as if written here in their entirety:

1. OSHA 29 CFR 1910
2. TAC Title 30 Part 1, Chapters 101 - 122
3. National Ambient Air Quality Standards
4. High Plains Underground Water Conservation District Well Closure Requirements

2.00 PRODUCTS

2.01 REMEDIATION

A. The Contractor is encouraged to retain the services of a remediation specialist for remediation design, operation, monitoring, and closure. Soil vapor extraction systems are essentially remediation systems, although for this project the system is temporary and primarily for vapor control relative to the subsurface work spaces.

2.02 MONITORING

The Contractor is encouraged to retain the services of an industrial hygienist or other qualified individual or organization for work space air monitoring, health and safety plans, and for advising the Contractor on personal protective equipment, if necessary.

3.00 EXECUTION

3.01 EMISSIONS WAIVER AND LIMITS

A. The Contractor shall initially request from the Texas Commission on Environmental Quality (TCEQ) a waiver from emissions rules since:

1. The emissions may meet de minimis waiver limits.
2. The installation is temporary.
3. Vapor intrusion into the excavated work might not occur such that engineered controls are necessary.

B. In the event a waiver is not granted, the Contractor shall apply for a permit by rule, however the Contractor shall meet the emissions limits established in that permit.

C. For the purposes of establishing a base for bidding purposes, the influent volatile organic chemical (VOC) content shall be based on a continuous concentration of up to 10,000 parts per million by volume (ppmv), dry basis. A start-up influent spike in concentration exceeding 10,000 ppmv lasting less than 72 hours shall not be justification for contract price adjustment.

D. The treatment process shall reduce the VOC concentration to 20 ppmv dry basis prior to exhaust to the atmosphere, or more stringent emission limit if required by TCEQ.

E. If combustion is used to reduce VOC concentration, prior to exhaust, then the exhaust concentration shall also be corrected to 3.0 percent oxygen in accordance with TCEQ emissions requirements.

3.02 INSTALLATION AND OPERATION

A. Up to five vapor extraction wells of up to 40 feet depth below grade are allowed in the base bid, external to the primary excavation in order to intercept vapors prior to the work space.

B. Install pipes, headers, valves, treatment devices, motors, power, vacuum pumps or blowers, exhaust stack(s), other equipment necessary to vapor removal, treatment and operation.

C. Install plastic sheeting at grade as necessary to prevent short-circuiting of the vapor extraction process.

D. Exhaust flow shall not be discharged to the atmosphere less than 20 feet above grade.

E. Operate soil vapor extraction and treatment system until the advance of the work no longer requires its operation.

F. Monitor influent and exhaust VOC concentrations per the requirements of the permit or waiver, but in no case less than at the beginning of a working shift and at the end of a working shift.

G. Monitor VOC and oxygen concentrations and flammable limits in the excavation work spaces according to regulation and the safety and health plan.

H. Work shall be suspended if flammable concentration achieves 25 percent of the lower flammable limit, or lower limit if OSHA limit is more stringent. Adjust vapor removal efforts to lower the vapor concentration to or below the OSHA-defined lower flammable limit for safe work.

3.03 SYSTEM CLOSURE

A. Close extraction wells according to TCEQ and High Plains Underground Water Control District requirements.

B. Dispose, regenerate, or recycle treatment media in accordance with applicable regulations.

C. Remove other equipment, piping, power sources, and leave site in former condition to the extent feasible. Feasibility will be determined by the Owner and Engineer.

END OF SECTION

02 71 16 HYDROCARBON CONTAMINATED GROUNDWATER TREATMENT

1.00 GENERAL

1.01 SUMMARY

A. This Section includes:

1. Treatment of groundwater contaminated by hydrocarbons, should they be encountered at any point during construction.

2. This specification is primarily oriented toward contaminated water treatment and discharge to waters of the State.

1.02 PERFORMANCE REQUIREMENTS

A. If the products installed as part of this Section are found to be defective, damaged or not in conformance with the Specifications then the products and Work shall be corrected at the Contractor's expense.

B. Any retesting required due to inadequate installation or defective materials shall be paid for by the Contractor.

C. The Work requires coordination of assembly, installation and testing between the Contractor and Owner's representative.

1.03 SUBMITTALS

A. Furnish schematic of groundwater treatment system for record purposes.

B. Furnish dewatering well locations on aerial photograph (photograph to be furnished) and piping layout.

C. Furnish influent and effluent monitoring program for record purposes.

D. Furnish laboratory analytical chemistry results.

E. Provide anticipated operating characteristics of treatment equipment.

F. Contractor may submit an alternate plan for handling petroleum-contaminated groundwater (i.e., fabricated tank capture, batch treatment, truck to TCEQ registered third-party treatment center, etc.). Release of untreated petroleum-contaminated groundwater is prohibited.

G. Furnish copy of Notice of Intent.

H. Furnish copy of Notice of Termination.

I. Furnish copies of reports required by the State or Lubbock Water Utilities, as applicable.

J. Furnish copies of Lubbock Water Utilities permit for discharge, pretreatment provisions, and discharge limits if discharging to sanitary sewer.

K. Furnish manifests for petroleum-contaminated water shipped to TCEQ registered third party treatment center

1.04 REFERENCE STANDARDS

A. The applicable provisions of the following standards shall apply as if written here in their entirety:

1. OSHA 29 CFR 1910
2. High Plains Underground Water Conservation District Well Closure Requirements
3. TCEQ General Permit to Discharge Wastes TXG8300000
4. TCEQ Fact Sheet and Executive Director's Preliminary Opinion
5. TCEQ Notice of Intent to Discharge Petroleum Contaminated Water
6. TCEQ Notice of Termination for Authorizations Under General Permit TXG8300000
7. TCEQ Aquatic Life Surface Water Risk-Based Exposure Limits

2.00 PRODUCTS

2.01 SYSTEMS

A. Where a carbon treatment system is used for removal of both lead and organic contaminants of concern, such carbon filtration shall be rated and certified for lead removal. Otherwise, a specific lead removal mechanism shall be incorporated into the treatment system.

B. The Contractor is encouraged to retain the services of a remediation specialist for treatment design, operation, monitoring, and closure.

C. If in-situ concentrations exceed the concentrations for influent water listed in 2.1.F, or flow rates to control groundwater to the levels specified exceed 500 gallons per minute, notify the Engineer and Owner prior to equipment installation and operation.

D. Treatment system shall be equipped with influent and effluent sampling ports suitable for taking credible, defensible water samples at flow rates low enough to prevent aeration of volatiles during sampling.

E. Influent line(s) shall be equipped with flow meter(s) that indicate instantaneous flow rate and totalized flow volume.

F. For base bid purposes, allow for influent dissolved contaminants of concern up to the following concentrations.

1. Phase separated hydrocarbon layer up to 1/16 inches thick.
2. Benzene – 0.75 milligrams per liter (mg/l)
3. Toluene – 0.75 mg/l
4. Ethylbenzene – 0.75 mg/l
5. Total Xylenes – 0.75 mg/l
6. Total Petroleum Hydrocarbons (Dissolved) – 25 mg/l
7. Methyl Tertiary Butyl Ether (MTBE) – 0.50 mg/l
8. Lead – 0.10 mg/l

9. Polynuclear or Policyclic Aromatic Hydrocarbons (PAH) – 0.5 mg/l

G. For base bid purposes, allow for influent flow rate of up to 500 gallons per minute.

H. If air stripping is used, comply with emission limits in Section 13281 – Soil Vapor Extraction

I. The Contractor may elect to discharge to the City of Lubbock sanitary sewer system. Under discharge to sanitary sewer system, General Permit TXG830000 is not required.

1. Pretreatment according to City of Lubbock ordinance and/or permit is required.

2. Flow rate to sanitary sewer shall be limited to that specified by Lubbock Water Utilities, which may or may not be compatible with groundwater recovery flow rates.

3. Fees charged by Lubbock Water Utilities for receiving the discharge are the responsibility of the Contractor.

J. Groundwater extraction systems, groundwater wells, and pumping of contaminated water entering the excavation shall be considered part of the dewatering system covered in Section 02240 – Dewatering and Section 02317 – Excavation and Backfill for Storm Sewer.

K. Treated effluent limitations for discharge to waters of the State are herein defined as more stringent than those of the TCEQ.

1. Benzene – 0.005 mg/l daily maximum and daily average limit

2. Total BTEX – 0.075 mg/l daily maximum and daily average limit

3. Total Petroleum Hydrocarbons – 7.5 mg/l daily maximum and daily average limit

4. Total Lead – 0.001 mg/l daily maximum and daily average limit

5. pH – as dictated by TCEQ General Permit TXG830000

6. MTBE – 0.075 mg/l daily maximum and daily average limit

7. PAH – 0.005 m/l daily maximum and daily average limit.

L. No phase separated product shall be released to the environment.

2.02 REMEDIATION

A. The Contractor is encouraged to retain the services of a remediation specialist for remediation design, operation, monitoring, and closure. Soil vapor extraction systems are essentially remediation systems, although for this project the system is temporary and primarily for vapor control relative to the subsurface work spaces.

2.03 MONITORING

The Contractor is encouraged to retain the services of an industrial hygienist or other qualified individual or organization for work space air monitoring, health and safety plans, and for advising the Contractor on personal protective equipment, if necessary.

3.00 EXECUTION

3.01 PERMITS

A. The Contractor shall file a Notice of Intent to discharge to waters of the State under General Permit TXG830000.

B. The Contractor may elect to discharge to the City of Lubbock sanitary sewer system. Under discharge to sanitary sewer system, General Permit TXG830000 is not required.

1. Pretreatment according to City of Lubbock ordinance and/or permit is required.

2. Flow rate to sanitary sewer shall be limited to that specified by Lubbock Water Utilities, which may or may not be compatible with groundwater recovery flow rates.

3. Fees charged by Lubbock Water Utilities for receiving the discharge are the responsibility of the Contractor.

3.02 OPERATION

A. Operate groundwater systems to intercept groundwater prior to its entering the excavation, and to maintain a dry and stable subgrade for storm sewer installation. See Section 02240 – Dewatering and Section 02317 – Excavation and Backfill for Storm Sewer.

B. Treat petroleum-contaminated water to, or below, effluent limitations prior to discharge to waters of the State, or to pretreatment effluent limitations if discharging to Lubbock Water Utilities sanitary sewer.

C. For discharge to waters of the State:

1. Sample at least twice per day for laboratory analysis, once at beginning of work day and once at end of work day.

2. Have samples analyzed by TCEQ accredited laboratory for compliance with effluent limitations.

3. Sampling and analyses may be reduced to one per day provided consistent two-per-day effluent sample concentrations and pH are demonstrated for a five-day continuous period.

4. Sampling may be reduced further to once every two days provided the one-per-day effluent sample concentrations and pH are consistent for a continuous five-day period, and such consistency is congruent with the previous two-per-day sample results.

5. If two contiguous samples exceed effluent limits, adjust equipment and/or treatment system to return to specified effluent limits. If a further two contiguous samples after adjustment exceed effluent limitations, operations shall cease until equipment, treatment system and/or operation is adjusted, replaced or altered to meet effluent limitations. Sampling and analysis shall revert back to two-per-day.

6. Provide reports to the State in accordance with General Permit TXG830000 with copies to the Engineer and Owner's Representative.

D. For discharge to Lubbock Water Utilities sanitary sewer, comply with Lubbock required flow rate limits, sampling frequency, analytical requirements for the utility’s contaminants of concern, and reporting with report copies to Engineer.

E. Comply with EPA and TCEQ regulations for sampling procedures, sample container sizes and types, sample handling, sample storage, and chains of custody.

F. Immediately cease operations and groundwater pumping if phase-separated petroleum product is observed, or is otherwise detected.

G. Immediately cease operations if discharges that exceed contaminant concentration discharge limits are exceeded.

H. Operate system until such time as the advance of the work no longer encounters or withdraws petroleum-contaminated groundwater.

3.03 CLOSURE

A. Close all dewatering and groundwater extraction wells according to TCEQ and High Plains Underground Water Control District requirements, regardless of specification section under which installed.

B. Dispose, regenerate, or recycle treatment media in accordance with applicable regulations.

C. Remove other equipment, piping, power sources, and leave site in former condition to the extent feasible.

END OF SECTION

DIVISION 3

CONCRETE

03 30 00 CAST-IN-PLACE CONCRETE

1.00 GENERAL

1.01 SUMMARY

A. This Section specifies normal weight, cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.02 SUBMITTALS

A. Product Data and Material Certifications: For each product or material indicated in Part 2.00, “Products,” excluding formwork.

B. Design Mixture: For each concrete mixture submit:

1. Mix design proportions and characteristics.
2. Certifications indicating conformance of aggregate and cementitious materials.
3. Admixture data sheets.
4. Field test data or trial batch mixture data to validate specified compressive strength in accordance with ACI 301, latest edition.

C. Reinforcing bar layout drawing with bar lists clearly marked and referenced to the Drawings.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

B. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer’s plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

C. Comply with ACI 301, “Specification for Structural Concrete,” including the following sections, unless modified by requirements in the Contract Documents:

1. “General Requirements.”
2. “Formwork and Formwork Accessories.”
3. “Reinforcement and Reinforcement Supports.”
4. “Concrete Mixtures.”
5. “Handling, Placing, and Constructing.”

D. Comply with ACI 117, “Specifications for Tolerances for Concrete Construction and Materials.”

2.00 PRODUCTS

2.01 FORMWORK

A. Furnish formwork and formwork accessories according to ACI 301.

1. Form ties shall leave no material within 1-1/2 inches of concrete surface.

2. For fluid bearing and below grade walls, provide single tie rods with midpoint washer to prevent water seepage. Systems that result in a through wall hole are not permitted.

2.02 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A1064, fabricated from as-drawn steel wire into flat sheets.

C. Supports:

1. Unexposed Surface: CRSI Class 3 – No Protection.

2. Exposed Surface: CRSI Class 1 – Maximum Protection.

2.03 CONCRETE MATERIALS

A. Cementitious Material:

1. Portland Cement: ASTM C150, Type I/II or II.

2. Fly Ash: ASTM C618, Class F. No more than 25 percent of the cement may be replaced with fly ash. If Class F fly ash is not available, then provide a straight cement mix.

B. Coarse Aggregate: In conformance with ASTM C33, uniformly graded, with a maximum size as indicated in “Concrete Mixtures.”

1. Class: Moderate weathering region, but not less than 3M.

C. Fine Aggregate: Washed and screened natural sands or sands manufactured by crushing stones; conforming to ASTM C33.

D. Water: Potable and complying with ASTM C1602 and ASTM C1602 Table 2.

2.04 ADMIXTURES

A. Air-Entraining Admixture: ASTM C260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.

2. Retarding Admixture: ASTM C494/C494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

2.05 RELATED MATERIALS

A. Joint-Filler Strips: Closed cell sponge rubber joint filler in accordance with ASTM D1752, Type I, and resists ultraviolet degradation.

B. Repair Materials: Pre-packaged, low-shrink, non-slump, non-metallic, quick setting patching mortar, as approved by the manufacturer for each application.

1. Sikatop 123 by Sika Corporation.

2. Five Start Structural Concrete by Five Star Products, Inc.

3. Approved equal.

C. Non-Shrink Grout: Pre-packaged, non-metallic, precision, non-shrink grout conforming to ASTM C1107/C1107M.

D. Normal Shrinkage Grout: One part Portland cement to three parts of ASTM C33 fine aggregate; proportioning on a volumetric basis. Install for grouted areas not required to be non-shrink grout.

E. Bonding Agent: ASTM C1059, Type II, non-redispersible, acrylic emulsion.

F. Zinc Richer Primer: Coat aluminum surfaces embedded or in contact with concrete. Primer shall be Tneme-Zinc or approved equal.

2.06 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Waterproof Sheet: In accordance with ASTM C171.

D. Water: Potable and complying with ASTM C1602 and ASTM C1602 Table 2.

E. Membrane-Curing Compound: ASTM C309, Type 1, Class B.

2.07 CONCRETE MIXTURES

A. Comply with ACI 301 requirements for concrete mixtures.

B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as follows:

Use	Min. 28-Day Compressive Strength (psi)	Max. Size of Coarse Aggregate	Max. Water/ Cement Ratio	Max Slump (in.)
General	4000	1-1/2”	0.45	5* (+/-1”)
Pipe blocking, lean concrete	1500	1-1/2”	0.70	---

*Slump may be increased to 8 inches with the addition of a HRWR.

C. Air Content: Air entrain exposed concrete within range permitted by ACI 301 for Exposure Class F2].

1. Do not allow entrapped air to exceed 3 percent in floor slabs to receive troweled finish.

2.08 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M, and furnish batch ticket information.

3.00 EXECUTION

3.01 FORMWORK

A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

3.02 STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Do not weld reinforcing.

3.03 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete. Purposefully roughen joints to a 1/4-inch amplitude and clean.

B. Construction Joints: Locate joints as indicated or as approved by Owner's Representative.

C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, and as indicated.

1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.04 CONCRETE PLACEMENT

A. Comply with ACI 301 for measuring, batching, mixing, transporting, and placing concrete.

B. Additional water may only be added to concrete prior to placement and only at Project Site. Slump shall be evaluated prior to and after the addition of all water. Do not take strength cylinders until after addition of all water.

1. Quantity of water shall not exceed the amount withheld at the batch plant. Quantity withheld shall be indicated on the batch ticket. Addition of water shall not result in a slump or water-cement ratio greater than that specified.

C. Do not allow concrete to free fall more than 5 feet. With HRWR concrete may free fall a maximum of 10 feet.

D. Consolidate concrete with mechanical vibrating equipment.

3.05 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface. Do not further disturb surfaces before starting finishing operations.

C. Float Finish: Apply float finish to surfaces to receive trowel finish or nonslip broom finish. Except as indicated below, apply a final "light float" finish to the surface as the concrete hardens. Surface shall have a uniform granular texture and shall meet the straightness requirements.

D. Trowel Finish: Apply a normal steel trowel finish to interior surfaces exposed to view and grouted surfaces in junction boxes.

E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete sidewalk, ramps, and top slab of inlet box surfaces. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.06 FINISHING FORMED SURFACES

A. No Finish: After forms are removed, repair or patch tie-holes and defects. Otherwise, no additional finish is required. Apply to surfaces which are not visible from the inside or outside of the completed structure or less than 12 inches below finish grade (i.e. back of retaining walls below embankment, etc.).

B. Smooth-Formed Finish: As-cast surface texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch. Apply to surfaces exposed to view and 12 inches below finish grade.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.07 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 301. Additionally, comply with ACI 306.1 for cold-weather protection and with ACI 305.1 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure formed and unformed concrete for at least 7 days by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days with the following materials:

a. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than 7 days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.08 MISCELLANEOUS CONCRETE ITEMS

A. Non-Shrink Grout: Install and cure as recommended by manufacturer, and as required here:

1. Clean and roughen exposed concrete surface; remove laitance. Saturate the foundation 24 hours before installation. Surface shall be clear of standing water. Baseplates shall be free of oil, grease, and other objectionable substances.

2. Steel trowel exposed edges.

3. Moist cure as specified by manufacturer, but not less than 3 days.

B. Normal Shrinkage Grout:

1. Clean and roughen exposed concrete surface, remove laitance. Saturate the foundation 24 hours before installation. Surface shall be clear of standing water. Apply scrub coat of grout immediately prior to grout placement. While scrub coat is still moist install grout.

2. Wet cure as specified for concrete.

3.09 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.

B. Tests: Perform according to ACI 301.

1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix exceeding 5 cu. yd. but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

3.10 REPAIRS

A. Remove and replace concrete that does not comply with requirements in this Section.

B. Repair materials and surface preparation shall be completed in accordance with manufacturer recommendations. Coordinate with Owner's Representative prior to beginning any demolition of defective area.

END OF SECTION

DIVISION 31

EARTHWORK

31 05 13 SOILS FOR EARTHWORK

1.00 GENERAL

1.01 WORK INCLUDED

A. This Section of the specifications describes the various classes of Earth Fill. All of the classes of Earth Fill contained in this specification may not be used on this project. The classes of Earth Fill used on this project are shown on the drawings or specified in other sections of the specifications. This Section does not include specifications for placement and compaction of Earth Fill. Specifications for placement and compaction of Earth Fill are included in other sections of the specifications and/or shown on the drawings.

1.02 STANDARDS

A. Soil materials shall be classified into the appropriate class of Earth Fill shown below according to ASTM D2487 “Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)” or other appropriate methods as designated by the Engineer.

2.00 PRODUCTS

2.01 MATERIALS; CLASSIFICATIONS

A. Class 1 Earth Fill: Limited to clays and sandy clays classified as CH material with a liquid limit greater than or equal to 50, a plasticity index greater than or equal to 25, and a minimum of 60 percent passing the No. 200 sieve, which are free of organic materials.

B. Class 2 Earth Fill: Limited to clays and sandy clays classified as CH and CL materials with a coefficient of permeability less than or equal to 1.0×10^{-7} cm/sec, a liquid limit greater than or equal to 30, a plasticity index greater than or equal to 15, and more than 50 percent passing the No. 200 sieve, which are free of organic materials.

C. Class 3 Earth Fill: Consist of any materials classified as CH, CL, SM, SP, SP-SM, SC, and GC, which have a minimum plasticity index of 4, which are free of organic materials.

D. Class 4 Earth Fill: Consist of materials which are classified as SP, SM, SC, CL, or dual classifications thereof, which have a liquid limit less than or equal to 35 and a plasticity index of a minimum of 4 and a maximum of 15, which are free of organic materials.

E. Class 5 Earth Fill: Consist of materials classified as SP or SP-SM which have a plasticity index less than or equal to 4 and a maximum of 12 percent passing the No. 200 sieve, which are free of organic materials.

F. Class 12 Earth Fill: Consist of soils suitable for topsoil which are relatively free of stones or other objectionable debris, which have sufficient humus content to readily support vegetative growth. The suitability of soils for topsoil shall be subject to the approval of the Engineer.

END OF SECTION

31 05 13.13 OFFSITE SOIL BORROW

1.00 GENERAL

1.01 WORK INCLUDED

A. The work covered by this Section consists of obtaining and furnishing to the job site, soil borrow material from offsite borrow pits or other sources as required for the various embankments, fills and backfills.

1.02 QUALITY ASSURANCE

A. Classification Testing:

1. Laboratory Testing:

a. Contractor shall arrange and pay for the services of an independent soil testing firm to sample and test proposed borrow soils from the offsite borrow source(s). A minimum of one set of tests will be required from each representative soil from the various sources. Composite samples may be taken for each representative soil, but samples shall not be mixed from different representative soils or from different borrow sources.

b. Contractor shall submit the classification test results on the borrow sources to the Engineer for approval prior to proceeding with furnishing of offsite soil borrow.

2. Field Testing:

a. Contractor shall arrange and pay for the services of an independent soil testing firm to provide the required in-place compaction tests and additional classification tests on the offsite soil borrow during construction as required by the Contract Documents or as deemed necessary by the Engineer.

3. Test Methods:

a. Classification testing on all offsite soil borrow materials, except Class 12 earth fill, shall be performed to allow for classification of the material in accordance with ASTM D2487, “Classification of Soils for Engineering Purposes” or other standard test methods as designated by the Engineer.

b. Class 12 earth fill will not require specific classification testing but its suitability shall be subject to the approval of the Engineer and suitability testing shall be performed by the Contractor if deemed necessary by the Engineer. A minimum of a 2 cubic foot representative sample of proposed Class 12 earth fill shall be delivered to the job site for observation by the Engineer. The Contractor shall also arrange for observation of the proposed Class 12 earth fill at the source, if desired by the Engineer. The Contractor shall not proceed with furnishing Class 12 earth fill to the site until its suitability has been approved by the Engineer.

4. Certification: All independent soils testing firms shall be registered with the Texas Board of Professional Engineers. Documentation shall be provided of the firm’s registration number with the test reports.

B. Contamination Testing and Certification:

1. Contamination Testing:

a. The Contractor shall arrange and pay for the services of an EPA approved laboratory to perform a toxic contaminant scan of composite soil samples representative of each separate borrow source in accordance with the U.S. Environmental Protection Agency protocol for the list of contaminants described in 40 CFR, Part 261, Appendix VIII and by EPA Methods SW-846.

b. The results of the laboratory scan shall be submitted to the Engineer by the Contractor prior to proceeding with delivery of soil materials to the site. Any potential offsite soil borrow on which scan test results indicate the presence of contaminants above background levels will be rejected as an offsite soil borrow source.

2. Certification:

a. The laboratory performing the scan test for contaminants for the Contractor shall provide a written certification along with the test results which states that the laboratory is EPA approved and that the tests were performed according to EPA guidelines.

b. The Contractor shall obtain a written, notarized certification from the landowner of each proposed offsite soil borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials. These certifications shall be submitted to the Engineer by the Contractor prior to proceeding to furnish soil materials to the site. The lack of such certification on a potential offsite soil borrow source will be cause for rejection of that source.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall be include:

1. Classification Test Reports.

2. Certified Contamination Test Reports.

3. Contamination Testing Laboratory Certification.

4. Landowner Certification of Borrow Source.

1.04 STANDARDS

A. ASTM D2487 "Classification of Soils for Engineering Purposes" or other appropriate methods as designated by the Engineer.

B. U.S. Environmental Protection Agency - 40 CFR, Part 261, Appendix VIII.

C. EPA Method SW-846.

1.05 DELIVERY AND STORAGE

A. Contractor shall be responsible for properly handling offsite soil borrow material once it reaches the job site until unloading at the point of use or at approved stockpile areas.

B. Handling of the soil borrow material once unloaded from the transport vehicle, either at the point of use or stockpile area, is not a part of this Section, but is included in other Specification Sections.

C. Stockpile offsite soil borrow material only in stockpile areas approved by the Owner. Minimize stockpiling of the material. The majority of the material will generally require transportation to the point of use as needed from the offsite source unless otherwise approved or requested by the Owner. Material shall not be stockpiled along the crest of slopes, excavations or other sensitive areas unless approved by the Engineer.

D. The maintenance of stockpiles including dressing of surfaces to be free draining is not a part of this Section, but is included in other Specification Sections.

E. It shall be the sole responsibility of the Contractor to see that soil borrow is transported from the source to the job site in appropriate vehicles which comply with all applicable codes, laws, and ordinances and which are acceptable to the Owner and Engineer for compatibility with conditions and existing facilities at the job site. An adequate number of vehicles will be used for transporting the soil borrow so as to prevent undue delays in the construction sequence.

F. The Contractor shall have sole responsibility for control and cleanup of dust, mud, dirt, or other debris on streets or other areas as a result of his transporting operations.

G. Methods of handling of soil borrow materials at the source including excavation, segregation, blending, wetting or drying, stockpiling, loading and other necessary handling shall be the sole responsibility of the Contractor. The Contractor shall comply with all applicable codes, laws, and ordinances.

H. If the soil in place must meet appropriate moisture criteria, then the borrow site shall be irrigated prior to removal as needed to allow proper placement, compaction, and/or porosity in place.

2.00 PRODUCTS

2.01 MATERIALS

A. Offsite soil borrow materials shall be classified into one of the classifications listed herein.

1. Structural Backfill: Shall consist of the classes of earth fill as shown on the Drawings for structural backfill and shall meet the requirements of Section 31 23 10 “Structural Excavation and Backfill.”

2. Slurry Trench Backfill: Shall consist of earth fill and/or aggregate fill as necessary to meet the slurry trench backfill.

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

31 11 00 CLEARING AND GRUBBING

1.00 GENERAL

1.01 WORK INCLUDED

A. Provide labor, materials, equipment and incidentals necessary to perform operations in connection with clearing, grubbing, and disposal of cleared and grubbed materials.

1.02 QUALITY ASSURANCE; DEFINITIONS

A. Clearing: Clearing is defined as the removal of trees, shrubs, bushes, and other organic matter at or above original ground level.

B. Grubbing: Grubbing is defined as the removal of stumps, roots, boards, logs, and other organic matter found at or below ground level.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

3.01 PREPARATION

A. Mark areas to be cleared and grubbed prior to commencing clearing operations. The Owner's Representative shall approve clearing and grubbing limits prior to commencement of clearing operations.

B. Trees and shrubs outside of the clearing limits, which are within 10 feet of the clearing limits, shall be clearly marked to avoid damage during clearing and grubbing operations.

C. Remove trees and brush outside the clearing limits, but within the immediate vicinity of the work, upon receipt of approval by the Owner's Representative, when the trees or brush interfere with the progress of construction operations.

D. Clearly mark trees and shrubs within the clearing limits, which are to remain, and protect the trees and shrubs from damage during the clearing and grubbing operations.

E. The clearing limits shall not extend beyond the project limits.

F. Establish the clearing limits as follows:

1. Excavations plus 5 feet beyond the top of the excavation.
2. Concrete structures plus 10 feet beyond the edge of the footing.
3. Underground utility trench top width plus 8 feet.

G. Establish the grubbing limits as follows:

1. Concrete structures plus 2 feet beyond the edge of the footing.

3.02 INSTALLATION

A. Clearing: Clearing shall consist of the felling, cutting up, and the satisfactory disposal of trees and other vegetation, together with the down timber, snags, brush, rubbish, fences, and debris occurring within the area to be cleared.

B. Grubbing:

1. Grubbing shall consist of the removal and disposal of stumps and roots larger than 1 inch in diameter.

2. Extend grubbing to the depth indicated below: In the case of multiple construction items, the greater depth shall apply.

a. Footings: 18 inches below the bottom of the footing.

b. Concrete Structures: 18 inches below the bottom of the concrete.

3.03 FIELD QUALITY CONTROL

A. Completely remove timber, logs, roots, brush, rotten wood, and other refuse from the Owner's property. Disposal of materials in streams shall not be permitted and no materials shall be piled in stream channels or in areas where it might be washed away by floods. Timber within the area to be cleared shall become the property of the Contractor, and the Contractor may cut, trim, hew, saw, or otherwise dress felled timber within the limits of the Owner's property, provided timber and waste material is disposed of in a satisfactory manner. Materials shall be removed from the site daily, unless permission is granted by the Engineer to store the materials for longer periods.

END OF SECTION

31 23 10 STRUCTURAL EXCAVATION AND BACKFILL

1.00 GENERAL

1.01 SUMMARY

A. This Section specifies excavation, backfill materials, backfill placement and compaction procedures, and other construction activities incidental to project structures.

B. The Specification does not include excavation and backfilling for utility lines, manholes, valve boxes, and other minor structures related to utility lines. Refer to Section 31 23 33 “Trenching and Backfill” for utility line related excavation and backfill.

1.02 DEFINITIONS

A. Cofferdams: Any temporary or removable structure constructed to hold the surrounding earth and/or water out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination thereof, including the use of pumping wells or well points as required by design.

1.03 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design of cofferdams, including comprehensive engineering analysis by a qualified professional engineer for project specific site conditions. Design shall comply with AASHTO LRFD Bridge Design Specifications, latest addition.

1.04 QUALIFICATION ASSURANCE

A. Cofferdam Designer: A professional engineer licensed in the state in which the Project occurs.

B. Testing Agency: An independent testing agency that is AASHTO accredited.

1.05 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Qualification Data: For professional engineer responsible for cofferdam design and testing agency.
2. Shop Drawings: Cofferdam placement and details for record purposes.
3. Calculations: For cofferdam indicated to comply with project specific site conditions, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation. Submittal shall be for record purposes.
4. Provide list of compaction equipment to be used.
5. Backfill material classifications: For each soil or aggregate backfill material provide a certification by the testing agency.
6. Compaction Test Results: Submit test results within 24 hours of successful testing.

1.06 STANDARDS

A. Material classification, placing, and testing shall be in compliance with the latest revisions of the following standards, unless otherwise noted in the Contract Documents.

1. ASTM International (ASTM) Standards:

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

B. Any other testing required by these specifications and not specifically referenced to a standard shall be performed under ASTM or other appropriate standards as designated by the Engineer.

1.07 DELIVERY AND STORAGE

A. Deposit material to be used for backfill in storage piles at points convenient for handling of the material during the backfilling operations and as required to prevent contamination with other materials.

1.08 JOB CONDITIONS

A. Review subsurface investigations. A limited subsurface investigation has been performed by Terracon. A geotechnical report from that investigation is a part of the Construction Documents for information purposes only. The precise profile of soil and rock strata beneath this Site is not known.

B. Review the Site and determine the conditions which may affect the structural excavation, prior to the commencement of the excavation.

1.09 BACKFILL MATERIALS

A. Structural Fill Backfill: Structural fill shall be on-site excavated sandy lean clay or clayey sand soils free of organic materials and particles larger than 3-inches.

B. Mud Slab: Lean concrete in accordance with Section 03 30 00 “Cast-In-Place Concrete”.

C. Flowable Fill: Flowable fill shall have a minimum 28-day compressive strength of 150 psi. Additionally, in accordance with ASTM C1611, flowable fill shall have a minimum, mean spread of 20-inches and a visual stability index (VSI) of 1 or less.

1.10 COMPACTION EQUIPMENT

A. Compaction equipment shall conform to the following requirements.

1. Heavy Compaction Equipment:

    a. Tamping Compactor: Steel wheels with rectangular face, tapered pads that prevent fluffing the soil. Compactor shall be equipped with cleaning fingers to remove soil accumulation from between pads.

        1). Operating Weight, Minimum: 30,000 pounds.

        2). Wheels or Drum Size, Minimum: 4 feet diameter.

        3). Travel Speed, Maximum: 10 mph.

    b. Pneumatic Rollers: Minimum eight-tire, pneumatic roller with a modular ballast system and flexible operating weight, and which will equally distribute load between tires to provide compaction uniformity.

        1). Operating Weight Range: As required for specified compaction, 36,000 to 50,000 pounds.

        2). Tire Pressure Range: 80 psi to 100 psi.

        3). Travel Speed, Maximum: 10 mph.

        4). Distance Between Edges of Adjacent Tires: Less than 50 percent of tire width.

    c. Vibratory Rollers: Smooth drum roller with 90 percent of the static weight transmitted through a single drum.

        1). Static Weight, Minimum: 20,000 pounds

        2). Centrifugal Force Per Drum, Minimum: 40,000 pounds

        3). Frequency: 1400 v/min

        4). Drum Size: Diameter 5 feet, +/- 1 foot; width between 6 and 9 feet.

        5). Travel Speed: 5 mph for self-propelled; 2 mph for towed.

        6). No backing up of the vibratory roller will be allowed on an embankment unless the vibrating mechanism is capable of being reversed.

2. Hand-Directed Compaction Equipment: Use power tampers and vibratory plate compactors in areas where it is impracticable or unacceptable to use heavy compaction equipment.

1.11 COFFERDAMS

A. Interior Dimensions: Of sufficient size to allow for all construction and inspection activities.

B. Walls: Watertight. Extend below proposed subgrade as required to prevent water infiltration through subgrade. Extend above 100-year water surface elevations, but not less than that required by design.

C. Provide pumping or bailing system as required by cofferdam design and/or Construction Document requirements.

D. Provide mud slab as required by cofferdam design and/or as indicated on the Drawings. Mud slab shall be installed as indicated below.

1.12 PREPARATION

A. Clear and grub the area to be excavated prior to the start of excavation in accordance with Section 31 11 00 “Clearing and Grubbing.”

1.13 EXCAVATION FOR FOUNDATIONS

A. General: Excavate subgrade to the depth indicated on Drawings, +/- 0.1 feet tolerance. Extend limits of the excavation beyond the perimeter of the foundations as indicated on the Drawings.

1. Exposed subgrade surfaces shall be level and of sound, stable material; free of mud, frost, snow, or ice. Testing agency or Owner’s representative shall confirm exposed subgrade is a suitable bearing material based on the Construction Documents.

2. Proof roll the exposed subgrade in accordance with TxDOT Item 216. Do not proof roll wet or saturated subgrades.

3. Where unsound or unstable material is uncovered, notify Owner’s representative Remove objectionable material and replace after approval is received from Owner’s representative. Replacement material shall be as indicated here unless otherwise indicated on Drawings:

a. Soil subgrade replacement material: Compacted structural fill.

B. Mud Slab: Where indicated, install mud slab on exposed foundation subgrade surface within 8 hours of subgrade exposure. Confirm subgrade is free of loose, unsound, and/or deleterious material before placement of mud slab.

C. Excavation Safety: All excavations shall be in accordance with OSHA requirements.

1.14 COFFERDAMS

A. Install and remove cofferdams without disturbing the subgrade or marring the structure.

B. Pump or bail water as required for construction and inspection work, and to prevent hydrostatic uplift pressures when not accounted for in the cofferdam design.

1.15 WATER IN FOUNDATION EXCAVATIONS

A. General:

1. Prevent water infiltration into foundation excavations. Remove standing water from excavation prior to placing concrete. If removal of standing water is not possible due to continuous water infiltration, then contact Owner’s representative for additional direction regarding placing concrete underwater.

2. Do not dewater a foundation excavation while placing concrete or for a period of at least 24 hours after concrete placement.

B. Rock Foundation Subgrade: If rock material becomes weathered due to water infiltration, then remove weathered material and provide rock replacement material to restore foundation subgrade elevation.

C. Soil Foundation Subgrade: If foundation subgrade becomes saturated do not disturb the subgrade. Wait for water to evacuate the subgrade and subgrade surface to adequately

stiffen prior to placing concrete. If subgrade is disturbed, then wait until subgrade has dried out, excavate disturbed subgrade and provide replacement material as indicated above.

1.16 COMPACTED BACKFILL

A. General: Backfill excavated spaces and areas not occupied by the permanent structure.

1. Backfill behind a retaining wall or basement-type wall shall not be placed until the concrete has reached its 28-day compressive strength or 7 days, whichever is longer.

2. Unless otherwise indicated on Drawings, structures with a top slab shall not backfilled until the top slab has been in place at least 4 days.

3. Structures with soil on opposing (opposite) sides shall be backfilled to prevent uneven loading of the structure – evenly raise backfill on opposing sides of the structure. The maximum differential backfill height between opposing sides is 1 foot.

4. Do not permit rollers to operate within 3 feet of structures.

5. Maximum Loose Lift Height:

a. Heavy Compaction Equipment: 8 inches.

b. Hand-Directed Compaction Equipment: 4 inches.

6. Previous Compacted Layer: If backfill placement occurs over a period of time greater than 24 hours, then scarify and recompact the previous day's final compacted layer.

a. Scarify and Recompact: 6-inch depth; adjust the moisture content; recompact.

b. Saturated subgrades shall not be worked on until sufficiently dry and harden so as not to be rutted with compaction equipment. Scarify and recompact layers damaged by weather or construction equipment.

B. Moisture: Prior to compacting backfill, mix and aerate or water the loose lift backfill material as necessary to adjust the moisture content and evenly distribute throughout. The material shall contain moisture within the limits specified below.

1. In accordance with ASTM D6938, determine the optimum moisture content for the maximum dry density.

2. Backfill moisture content shall be as indicated in Table 1, "Compacted Fill."

3. Aggregate fill: Completely cohesionless materials, shall be at a moisture content which will allow use of the specified compaction equipment and consistent achievement of the specified density.

C. Compaction: As required to achieve the specified density, increase the number of passes above the minimum specified and/or modify the weight of the equipment.

1. Determine the maximum dry density in accordance with ASTM D698 for cohesive soils and ASTM D4253 for cohesionless soils.

2. Minimum number of passes for all compacted fill types: 8.

3. Cohesive Soils: A tamping compactor or tamping compactor followed by a pneumatic roller shall be used.

4. Cohesionless or low cohesive soils: A vibratory roller or vibratory plate compactors shall be required if the material is cohesionless or with less than 15 percent passing the No. 200 sieve. Confirm applicability of vibratory compaction equipment in the field.
5. Overlap passes a minimum of 1 feet for heavy compaction equipment and 50 percent of the baseplate width for hand-directed equipment.
6. Backfill density shall be as indicated in Table 1, "Compacted Fill."

Table 1: Compacted Fill

Backfill Type	Density[1,2]	Moisture Content[3, 4]	Comments
Classes 1 & 2	95%	-0% to +5%	N/A
Classes 3 & 4 & 5	95%	-2% to +5%	N/A
Structural Fill	95%	-2% to + 2%	N/A

[1] The percentage indicated is the minimum required percentage of the maximum dry density as determined by the applicable ASTM.
[2] Below Vehicular Pavement: Scarify to a depth of 8, moisture condition, and recompact to not less than 100 percent of the maximum dry density.
[3] Range indicated is the acceptable tolerance with respect to the optimum moisture content.
[4] Completely cohesionless materials, shall be at a moisture content which will allow use of the specified compaction equipment and result in consistent achievement of the specified density.

1.17 FIELD QUALITY CONTROL

A. Contractor is responsible for the costs involved in providing an approved testing agency to perform quality control testing of backfill operations and verification of subgrade bearing material. The testing laboratory shall make tests of in-place density and moisture in accordance with ASTM Standards previously mentioned in this Section. The testing agency shall monitor backfill operations continuously or at intervals acceptable to the Owner's representative. It shall be the responsibility of the Contractor to notify the testing agency a minimum of two business days before backfill operations begin.

1. Unless noted otherwise, in-place density tests shall be conducted at a rate of one test per 1500 square feet for every lift.

END OF SECTION

31 23 19.01 CARE OF WATER DURING CONSTRUCTION

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to operate pumps, piping and other facilities to assist in the removal of surface water, stormwater runoff, and ground water, and provide protection of the work site from water of any source. Build and maintain the necessary temporary cofferdams, berms, diversions, impounding works, channels and ditches to protect the work site from lake levels and spillway discharges, streamflow, and stormwater runoff. Remove the temporary works, equipment, and materials after completion in accordance with this Section and the applicable Drawings.

1.02 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

B. Plans and procedures for handling flood flows, stormwater runoff, and dewatering excavations for approval by the Engineer. Modifications to these plans shall also be submitted for approval by the Engineer. Approval of submittals does not relieve the Contractor of full responsibility and liability for care of water during construction.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

3.01 FLOOD FLOWS AND OTHER SURFACE WATER

A. The Contractor is responsible for handling and diverting any flood flows, stormwater runoff, stream flows, or any other water, including groundwater encountered during the progress of the work. Build, maintain, and operate cofferdams, channels, flumes, sumps, berms, ditches, and other temporary works as needed to pass spillway discharge and divert stream flow or stormwater runoff water through or around the construction site and away from construction work while it is in progress. The handling of stormwater runoff should be coordinated with the erosion control plan, as described in Section 01 57 23 “Temporary Stormwater Pollution Control.” Unless otherwise approved by the Owner, a diversion must discharge into the same natural watercourse in which its headworks are located. Construct permanent Work in areas free from water. Full responsibility for the successful dewatering of the work areas rests with the Contractor. Remove protective works, after they have served their purpose, in a manner satisfactory to the Owner or its representative.

END OF SECTION

31 23 23.34 FLOWABLE FILL

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment, and incidentals necessary to mix and place flowable fill, consisting of Portland cement, fine aggregate, fly ash, and water in the proper proportions as specified hereinafter. Flowable fill (Controlled Low-Strength Material, CLSM) shall be used to bed and backfill around piping, utilities, and structures where indicated.

1.02 QUALITY ASSURANCE

A. Design Criteria – Flowable Fill Proportions and Consistency: Flowable fill shall be proportioned to give the necessary workability, strength, and consistency, and shall conform to the following governing requirements:

1. Permeability: Maximum permeability limit of $1x10^{-6}$ cm/sec. This limit shall apply at all locations where flowable fill is used as a utility trench plug (dam) within trench backfill materials.

2. Subsidence: Evaporation of bleed water shall not result in shrinkage of more than 10.4 mm per m (1/8 inch per ft.) of flowable fill depth. Measurement of a Final Bleeding shall be as measured in Section 10 of ASTM C940.

3. Strength for Excavatable Flowable Fill: Unconfined compressive strength at 28-days when tested in accordance with ASTM D4832: 100 psi (+/- 50 psi).

   a. The 1-year strength shall not exceed 150 psi.

   b. Where indicated provide Excavatable Flowable Fill around utilities, unless noted otherwise.

   c. Excavatable Flowable Fill shall be excavatable with hand tools and conventional machinery such as backhoes.

4. Strength for Non-Excavatable Flowable Fill: Unconfined compressive strength at 28-days when tested in accordance with ASTM D4832: 150 psi minimum.

   a. Where indicated provide Non-Excavatable Flowable Fill below structures and/or around structures, unless noted otherwise.

5. Fluidity: Flowable fill shall be self-consolidating and non-segregating in accordance with ASTM C1611:

   a. Slump Flow Test: Minimum 20-inch mean spread.

   b. Visual Stability Index (VSI) Test: Less than or equal to 1.

B. Factory Testing: The Contractor shall be responsible for the design of the material. A trial mix shall be designed by an independent testing laboratory, retained by the Contractor. The testing laboratory shall submit verification that the materials and proportions of the trial mix design meets the requirement of the Specifications. In lieu of trial mix design, Contractor may submit historical data for a mix design used successfully in previous similar work. The Contractor shall not make changes in materials, either in gradation, source, or

brand, or proportions of the mixture after having been approved, except by specific approval of the Engineer.

C. Owner Testing: It is the responsibility of the Contractor to achieve and maintain the quality of material required by this Section. However, the Owner may secure the services of an independent testing laboratory to verify the quality of the flowable fill. The Owner shall have the right to require additional testing, strengthening, or replacement of flowable fill which has failed to meet the minimum requirements of this Section.

1.03 SUBMITTALS

A. Submit mix design on each material required. Provide backup data as required below.

B. Submit historical or trial mix data and test results as a basis for mix design approval. Required data shall include:

1. Permeability test results if plugs are required on Project.

2. Subsidence test results.

3. Strength test results for Excavatable and Non-Excavatable Flowable Fill if used on Project.

4. Fluidity test results.

1.04 STANDARDS AND REFERENCES

A. Materials shall meet recommendation for mix design and placement, as published by National Ready Mixed Concrete Association.

B. The applicable provisions of the following references and standards shall apply to this Section as if written herein in their entirety.

1. American Society for Testing and Materials (ASTM) Standards:

ASTM C33	Specification for Concrete Aggregates
ASTM C40	Test Method for Organic Impurities in Fine Aggregates for Concrete
ASTM C150	Specification for Portland Cement
ASTM C618	Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as Mineral Admixture in Portland Cement Concrete
ASTM C 940	Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory
ASTM C 1611	Standard Test Method for Slump flow of Self Consolidating Concrete
ASTM D 4832	Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders

2.00 PRODUCTS

2.01 MATERIALS

A. Cement: Portland cement conforming to the specifications and test for Type I Portland cement of the American Society for Testing and Materials, Designation C-150.

B. Fine Aggregate: Fine aggregate consisting of natural, washed and screened sand having clean, hard, strong, durable, uncoated grains complying with the requirements for ASTM C33. The sand shall generally be of such size that all will pass a 3/8-inch sieve, at least 95 percent pass a 1/4-inch screen and at least 80 percent pass a No. 8 sieve. Aggregate shall not contain strong alkali, or organic material which gives a color darker than the standard color when tested in accordance with ASTM Specification Designation C40.

C. Fly Ash/Pozzolans: Fly ash shall be an ASTM C618, Class "C" fly ash. The fly ash may be used in controlled low-strength material.

D. Water: Water for flowable fill shall be clean and free from oil, acid, alkali, organic matter or other harmful impurities. Water which is suitable for drinking or for ordinary household use will be acceptable for concrete. Where available, water shall be obtained from mains of a waterworks system.

E. Performance Additive: As required to meet specification requirements:

1. "Darafill" by Grace Construction Products.
2. Rheocell Rheofill by BASF The Chemical Company.
3. Sika Lightcrete Powder by Sika Corporation.
4. Approved equal.

F. Chemical Admixtures for Concrete per ASTM C 494, as required by performance requirements.

2.02 MIXES

A. In the determination of the amount of water required for mix, consideration shall be given to the moisture content of the aggregate. The net amount of water in the mix will be the amount added at the mixer; plus the free water in the aggregate; and minus the absorption of the aggregate, based on a 30 minute absorption period. No water allowance shall be made for evaporation after batching.

B. The methods of measurement of materials shall be such that the proportions of water to cement can be closely controlled during the progress of the Work and easily checked at any time by the Owner's representative. To avoid unnecessary or haphazard changes in consistency, the aggregate shall be obtained from sources which will insure a uniform quality and grading during any single day's operation and they shall be delivered to the Work and handled in such a manner that the variation in moisture content will not interfere with the steady production of flowable fill of reasonable degree of uniformity. Sources of supply shall be approved by the Owner's representative.

C. All material shall be separately and accurately measured. Measurement may be made by weight or by volume, as determined by the Contractor; however; all equipment for measurement of materials shall be subject to approval by the Owner's representative.

3.00 EXECUTION

3.01 INSTALLATION

A. Contractor shall give the Owner's representative sufficient advance notice before starting to place material in any area, to permit inspection of the area, and preparation for pouring.

B. Conduct the operation of depositing the material so as to form a compact, dense, impervious mass, and so as not to develop air pockets in confined spaces.

C. Unless specified otherwise, flowable fill shall be uniformly placed to the depth shown on the Drawings. The fill shall be brought up uniformly to the top of excavation elevation. Placement of flowable fill shall then cease and the fill protected from traffic for a period of 72 hours.

1. To prevent pipe flotation place material in lifts or provide alternate means.

2. Around structures, material shall be placed in lifts. Lift depth shall not exceed one-tenth of total structure embedment into subgrade nor 5 feet, whichever is less.

3. When multiple lifts are required, material shall be allowed to harden before placing next lift. Hardening time varies with each mix. Verify flowable fill has reached a penetration number of 1500, in accordance with ASTM C 403, but not less than 5 hours.

D. The material shall be placed against undisturbed trench walls, and shall not be placed on or against frozen ground.

E. At time of placement the ambient temperature shall be 35 F and rising.

3.02 FIELD QUALITY CONTROL

A. An approved testing laboratory shall perform the quality control testing of backfill operations. The testing laboratory shall sample material in accordance with ASTM D5971. The testing laboratory shall monitor backfill operation continuously or at intervals acceptable to the Owner and Engineer at structures. It shall be the responsibility of the Contractor to provide sufficient advance notification to the testing laboratory before backfill operations begin.

1. Strength: A strength test is the average of two cylinders per ASTM D4832.

2. Fluidity: A fluidity test is a Slump Flow Test and a VSI Test per ASTM C1611.

3. For all tests required, at a minimum perform one test per day, but not less than one per 150 cubic yards.

END OF SECTION

31 23 33 TRENCHING AND BACKFILL

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to perform operations in trenching, pipe bedding, backfilling, clearing, grubbing and site preparation; handling, storage, transportation and disposal of excavated material; pumping and dewatering; preparation of subgrades; protection of adjacent property; fills, grading; and other appurtenant work. Trenching, backfilling, and pipe embedment procedures shall be in full compliance with Section 31 23 33.14 “Trench Safety.” Earth removed from excavations and which is not required for backfill shall be removed from the Site by the Contractor at his own expense, unless arrangements are made with the Owner through his representative to allow disposal on Site. If permitted, the Contractor shall dump and spread excess earth in a manner agreed upon by the Contractor and the Owner. Excavations, other than trench excavation, are not part of this Section.

1.02 QUALITY ASSURANCE

A. Classification:

1. Excavations shall include material of whatever nature encountered, including but not limited to clays, sands, gravels, conglomeritic boulders, weathered clay shales, rock, debris and abandoned existing structures. Excavation and trenching shall include the removal and subsequent handling of materials excavated or otherwise handled in the performance of the Work.

2. Bidders must satisfy themselves as to the actual existing subsurface conditions prior to the submittal of a proposal to complete the proposed Work.

3. Trench excavation shall consist of excavation to the lines and grades indicated, required for installation of the pipe, pipe bedding, backfill, and to accommodate trench safety systems.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Sieve analysis on embedment materials.

2. Record Data: Certified test reports for compaction tests.

1.04 REFERENCE SPECIFICATIONS

A. Section 01 33 00 “Document Management.”

B. Section 03 30 00.01 “Cast-In-Place Concrete (Limited Applications)”

C. Section 31 23 23.34 “Flowable Fill”

D. Section 31 23 33.14 “Trench Safety.”

1.05 STANDARDS

A. The following publications, referred to hereafter by basic designation only, form a part of this Section to the extent indicated by the references thereto:

1. American Society for Testing and Materials (ASTM) Standards:

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C125	Standard Terminology Relating to Concrete and Concrete Aggregates
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C535	Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Lost Angeles Machine
ASTM D448	Standard Classification for Size of Aggregate for Road Bridge Construction
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft^3 (600 kN-m/m^3)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D4254	Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-aggregate by Nuclear Methods (Shallow Depth)
ASTM G57	Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method

B. Any other testing required by these specifications and not specifically referenced to a standard shall be performed under ASTM or other appropriate standards as designated by the Engineer.

C. Reference herein or on the Drawings to soil classifications shall be understood to be according to ASTM D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.06 DELIVERY AND STORAGE

A. Excavated materials to be used for backfill may be deposited in stockpiles at points convenient for rehandling the material during the backfilling process. The location of stockpiles shall be within the limits of construction easements or public right-of-way. The location of stockpiles is subject to the approval of the Owner or the Owner's representative. Keep drainage channels clear of stockpiled materials.

1.07 JOB CONDITIONS

A. Place no embedment or backfill material during freezing weather or upon frozen subgrades or previously placed frozen embedment or backfill materials.

2.00 PRODUCTS

2.01 MATERIALS

A. Concrete for Backfill, Blocking, Cradling and Encasement: Unless other strength requirements are designated, concrete used shall be 1500 psi as specified in Section 03 30 00.01 “Cast-In-Place Concrete (Limited Applications)”

B. Class 1 Earth Fill: Limited to clays and sandy clays classified as CH material with a liquid limit greater than or equal to 50, a plasticity index greater than or equal to 25, and a minimum of 60 percent passing the No. 200 sieve, which are free of organic materials.

C. Class 3 Earth Fill: Consist of any materials classified as CH, CL, SM, SP, SP-SM, SC, and GC, which have a minimum plasticity index of 4, which are free of organic materials.

D. Class 12 Earth Fill: Consist of soils suitable for topsoil which are relatively free of stones or other objectionable debris, which have sufficient humus content to readily support vegetative growth. The suitability of soils for topsoil shall be subject to the approval of the Engineer.

E. Class 2 Aggregate Fill: Granular embedment material shall be sandy gravel or blended sand and crushed rock, free from large stones, clay, and organic material. Embedment material shall be a soil classification of GW, GP, SW, or SP as determined by ASTM D2487. The embedment material shall be such that when wet, the fine material shall not form mud or muck. The embedment material shall be composed of angular, tough durable particles, free from thin, flat and elongated pieces, of suitable quality to insure permanence in the trench and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or ASTM C535. The P.I. of the fines shall not exceed 3. Light weight aggregate is not acceptable for granular embedment. Material used for granular embedment shall have a resistivity of not less than 5000 ohms/cm as measured by ASTM G57.

1. This shall be cohesionless material meeting the following gradation requirements:

Sieve Size Square Opening	Percent Passing
1/2”	100
3/8”	85-100
No. 4	10-30
No. 8	0-10
No. 16	0-5

F. Class 10 Aggregate Fill: Consists of washed and screened natural sands or sands manufactured by crushing stones complying with the requirements and tests of “Standard

Specifications for Concrete Aggregates", ASTM C33. The gradation as included in ASTM C33 is as follows:

Sieve Size Square Opening	Percent Passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

1. Class 10 Aggregate Fill shall have not more than 45 percent passing any sieve and retained on the next consecutive sieve of those shown above, and its fineness modulus, as defined in ASTM C125, shall be not less than 2.3 nor more than 3.1.

G. Cement: Type I Portland Cement.

H. Flowable Fill: Flowable fill shall be in accordance with Section 31 23 23.34 "Flowable Fill."

I. Modified Flowable Fill: Modified flowable backfill in areas of possible future excavation shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, air entraining material and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days. Any materials used shall be primarily granular, with a plasticity index less than 12 and with 100 percent passing a 3/4-inch sieve. The flowable mixture shall be mixed in a pub mill, concrete mixer, or transit mixer and shall have a minimum slump of 5 inches. The flowable mixture must be allowed to set prior to the placement of any overlying materials. Modified flowable backfill in permanent areas such as abandoned pipe closures shall contain the same materials and have an unconfined compressive strength greater than 250 psi after 28 days.

J. Embedment Geotextile Material: Embedment geotextile material shall be Mirafi 180N polypropylene or approved equal.

K. Utility Detection Tape: Utility pipe detection tape, green in color for sewer, blue in color for water, with black non-degradable printing reading "CAUTION SANITARY SEWER LINE BURIED BELOW" or "CAUTION WATER LINE BURIED BELOW" shall be installed over all PVC, HDPE, or fiberglass pipelines 8 inches and larger. The tape shall be bright-colored, continuous-printed plasticized aluminum tape, intended for direct-burial service; not less than 6 inches wide by 5 mils thick. Detection tape must be installed above the pipe zone, 12 inches above pipe.

L. Tracer Wire: All piping shall be installed with a continuous, insulated TW, THW, THWN or HMWPE insulated copper, 10 gauge or thicker wire for pipeline location purposes by means of an electronic line tracer. The wire shall be installed along the entire length of pipe. The insulation color shall match the color of the pipe being installed. Sections of wire shall be spliced together using approved splice caps and water proof seals. Twisting the wires together is not acceptable.

2.02 MIXES; SAND-CEMENT BACKFILL OR EMBEDMENT

A. A minimum sand and cement mixture of 25 parts sand and 2 parts cement will be required.

1. Fine Sand: 25 Cubic Feet.
2. Cement: 2 Bags (minimum).
3. Water: Optimum moisture.

B. Sand shall be free of any cohesive material and shall meet the following gradation and plasticity index requirements:

Sieve Size	Percent Passing
1”	100
1/2”	95-100
No. 40	80-100

C. PI and LL Amounts:

1. Plasticity Index: 10 Maximum.
2. Liquid Limit: 25 or less.

3.00 EXECUTION

3.01 PREPARATION

A. Site:

1. Clear sites of logs, trees, roots, brush, tree trimmings and other objectionable materials and debris which are to be occupied by pipe trenches, and grub stumps. Designate material not salvaged for reuse as surface material as spoiled and dispose of material in accordance with Paragraph [3.01.E], Disposal of Spoil Material.
2. Do not remove trees outside of the required working area unless their removal is authorized in writing by the Engineer and with the approval of the local governing authority. Adequately protect the trees left standing from permanent damage by construction operations. Standing trees may be trimmed where necessary to facilitate construction, but only with written authorization from the Engineer.

B. Dewatering:

1. Provide and maintain adequate dewatering equipment to remove and dispose of surface and ground water entering the excavations, trenches, or other parts of the Work. Keep each excavation dry during subgrade preparation and continually thereafter until the proposed pipe is installed. Maintain the proper procedures necessary to protect against damage to the proposed Work from hydrostatic pressure, flotation, or other water related causes.
2. Dewater excavations which extend down to or below ground water elevation by lowering and keeping the ground water level a minimum of 2 feet below the bottom of the excavation.
3. Divert surface water or otherwise prevent water from entering excavated areas to the fullest extent possible without causing damage to adjacent property.

4. Provide and maintain any piping or conduit necessary to facilitate drainage. Do not alter area drainage patterns to the extent that adjacent property and landowners become threatened with localized flooding and/or water damage. Should such a situation occur, the Contractor shall be responsible for repairing the damage at no additional cost to the Owner.

C. Protection of Existing Structures and Utilities:

1. Prior to the start of construction, communicate with the representatives of the local utility companies, including the oil, gas, telephone and communications companies, and local water and sewer utilities operating in the location of the proposed construction area. Seek the utility companies' assistance in locating existing facilities to avoid conflicts during construction. The location, number, depth, and owner of utilities indicated are for information purposes only, and all utilities and structures may not be shown or may not be in the location shown.

2. Where construction endangers adjacent structures, utilities, embankments and/or roadways, the Contractor shall, at his own expense, carefully support and protect such structures so that no damage occurs throughout the construction process. In case damage should occur, the Contractor shall be responsible for restoring the damaged structure to a condition acceptable to the Owner of that structure and shall bear all cost of such reparations.

3. Repair or replace damaged street surfaces, driveways, sidewalks, curbs, gutters, fences, drainage structures, or other such facilities to the satisfaction of the Owner. Structures shall be returned to a condition equal to or better than the original condition and of same or better material and quality.

D. Blasting: Blasting shall not be allowed in any instance.

E. Disposal of Spoil Material:

1. Suitable material from excavations which meets the requirements for pipe backfill material as indicated, except stripping excavation, may be reused. Designate the remaining excavated materials as spoiled material and dispose of material off the Site in accordance with all applicable laws, ordinances, and codes. Contractor shall be responsible for the storage, transportation, and deposition of spoiled material and shall be responsible for acquiring the necessary permits, and the payment of fees and duties at no additional cost to the Owner.

2. No burning of materials shall be permitted on the Site.

3.02 TRENCH EXCAVATION

A. General: The trenches shall be excavated to the alignment and depth indicated or as necessary for the proper installation of the pipe and appurtenances. Brace and dewater the trench if necessary so that the workmen may work therein safely and efficiently. Any specific requirement listed in Paragraph 3.00, Execution, may be modified as necessary to meet OSHA requirements. However, if trench widths are wider than indicated, the Contractor shall be responsible for determining and furnishing the proper class of embedment and piping for the installation with no additional compensation to the Contractor.

B. Trench Width: The trench widths shall be as shown on the Drawings.

C. Pipe Foundation Subgrade:

1. Excavate the trench to an even grade to permit the installation of the pipe so that the full length of the pipe barrel is supported on the proper depth of bedding material. The entire foundation subgrade area in the bottom of the excavations shall be firm, stable material, and the material shall not be disturbed below required grade except as described in this Section. Where the character of the subgrade material is such that proper subgrade cannot be obtained at the elevation indicated, deepen the excavation to a satisfactory subgrade material.

2. Remove the material until a firm, stable, and uniform bearing is reached and the subgrade brought back to the required grade with the specified bedding material compacted in place or with lean concrete material. The expense of replacing any unsatisfactory subgrade shall be borne by the Contractor.

D. Correcting Faulty Grade: Should any part of the trench be excavated below required grade, correct the trench with bedding material, thoroughly compacted, or with lean concrete, at no additional compensation to the Contractor.

E. Care of Surface Material for Reuse: If local conditions permit reuse, keep surface material suitable for reuse separate from the general excavation material.

F. Trenching Methods: The use of any suitable trench digging machinery is permitted except in places where such operations may cause damage, above or below ground, in which case, employ hand methods.

G. Pipe Clearance in Rock: Remove ledge rock, rock fragments, shale, or other rock to provide proper clearance for bedding materials. Provide adequate clearance for properly jointing pipe laid in rock trenches at bell holes.

3.03 BACKFILL

A. Bedding within Pipe Zone:

1. Concrete Cradle, Encasement or Concrete Arch: Where indicated, install the pipe in concrete cradle, encasement, or concrete arch. Take precautions to prevent pipe movement or deflection during construction. Where pipes are placed below structures, completely encase pipes in 1500 psi concrete, and extend up to bottom of structure.

2. Concrete Blocking: Place blocking to rest against firm undisturbed trench walls. The supporting area for each block shall be at least as great as that indicated and shall be sufficient to withstand the thrust, including water hammer, which may develop. Each block shall rest on a firm undisturbed foundation of trench sides and bottom.

B. Aggregate Fill Bedding:

1. After the trench has been cut to the depths indicated, install bedding geotextile material below the bedding layer in accordance with manufacturer recommendations, bring up the bedding layer to a point slightly above grade in maximum 4-inch lifts and uniformly compact to the density indicated. Form bell holes and scoop out a trough to grade so that the pipe is uniformly supported by the embedment material. Lay and joint the pipe. Bring up the embedment material in maximum 4-inch lifts on either side of the

pipe to the elevation above the pipe shown on the Drawings. Uniformly compact the pipe as indicated.

2. After moisture is gone from the embedment material, place utility detection tape and backfill and compact the remaining backfill by tamping or other appropriate methods. Water jetting shall not be permitted.

3. Install utility detection tape and tracer wire.

C. Compaction Requirements:

1. Compact earth fill and cohesive aggregate fill in maximum 4-inch lifts with pneumatic rollers or power hand tampers and make a minimum of eight passes.

2. Compact cohesionless aggregate fill in maximum 4-inch lifts with vibratory rollers or vibratory plate power hand compactors and make a minimum of eight passes.

3. The acceptability of the compaction equipment shall be based upon the results of a test section. Compact earth fill and cohesive aggregate fill to a minimum of 95 percent of maximum dry density as determined by ASTM D698, Standard Proctor.

4. Compact Class 1 and 2 earth fill at a moisture content within minus 0 to plus 5 percentage points of the optimum moisture content. Compact the remaining classes of earth fill and cohesive aggregate fill at a moisture content within minus 2 to plus 5 percentage points of optimum moisture content. The moisture ranges listed above are minimum and maximum limits. A tighter moisture range within these limits may be required to consistently achieve the specified density.

5. Compact cohesionless aggregate fill on which it is not practical to control the density by "Proctor" methods to a minimum of 75 percent relative density as determined by ASTM D4253 and D 4254, or at the discretion of the Engineer, by a field compaction mold method correlated to ASTM D4253 and D 4254.

6. Compact cohesionless aggregate fill at a moisture content within a range that accommodates consistent placement and compaction to the minimum relative density specified above.

7. The Owner will arrange and pay for density and moisture testing. The testing frequency and methods shall be as requested by the Engineer. The Engineer may waive testing requirements on cohesionless bedding where testing is not practical because of limited space between the pipe and trench walls, however, the minimum number of passes of the compaction equipment specified above shall be achieved.

3.04 FINISHING

A. Grade and rake areas smooth and even which do not receive any type of paved surface, to allow drainage to drain away from the structures and toward the roads and streets or the natural drainage course. Break up large clods of earth and remove rocks, trash or debris near the surface.

B. Finish the top portion of backfill beneath established sodded (lawn) areas with not less than 6 inches of topsoil corresponding to, or better than, that underlying adjoining sodded areas.

3.05 FIELD QUALITY CONTROL

A. Compact backfill and appropriate embedment material to a minimum of 95 percent of maximum density at a moisture content of 0 to plus 5 percent of optimum for backfill and at optimum for sand-cement embedment as determined by ASTM D1557, Modified Proctor.

B. Make periodic tests of compaction for conformance with this Section by an approved testing laboratory selected and paid for by the Owner. Contractor shall pay for re-testing until acceptable test results are obtained.

3.06 CLEAN AND ADJUST

A. Remove surplus pipeline materials, tools, rubbish and temporary structures and leave the construction site clean, to the satisfaction of the Engineer.

END OF SECTION

31 23 33.14 TRENCH SAFETY

1.00 GENERAL

1.01 WORK INCLUDED

A. This specification consists of the basic requirements which the Contractor must comply with in order to provide for the safety and health of workers in a trench. This specification is for the purpose of providing minimum performance specifications, and the Contractor shall develop, design, and implement the trench safety system. The Contractor shall bear the sole responsibility for the adequacy of the trench safety system and providing "a safe place to work" for the workman.

B. Should the trench safety protection system require wider trenches than specified elsewhere, the Contractor shall be responsible for the costs associated with determining adequacy of pipe bedding and class, as well as, purchase and installation of alternate materials.

C. The Contractor shall select an engineer based on competence and qualifications in accordance with 2254.004 of the Texas Government Code and not on the basis of competitive bid and will certify to that effect with the Trench Safety Plan Submittal.

1.02 STANDARDS

A. The following standard shall be the minimum governing requirement of this specification and is hereby made a part of this specification as if written in its entirety.

1. Occupational Safety and Health Standards - Excavations (29CFR Part 1926), U.S. Department of Labor, latest edition.

B. Comply with the applicable federal, state, and local rules, regulations, and ordinances.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

31 25 13.13 VEGETATION RESTORATION

1.00 GENERAL

1.01 WORK INCLUDED

A. Provide labor, materials, equipment and incidentals necessary for soil preparation, fertilization, watering, mulching and emulsifying or tacking the mulch, planting, and other requirements regarding vegetation restoration areas shown on plans, including maintenance until final acceptance by the Owner.

1.02 SUBMITTALS

A. Furnish required copies of manufacturer's literature, certifications, or laboratory analytical data for the following Items:

1. Seed/Sod Source (Certifications): submit certification from supplier that each type of seed conforms to these specifications and requirements of Texas Seed Law. Certification shall accompany seed delivery.
2. Top Dress Fertilizer (Certification): submit certificate stating that fertilizer complies with these specifications and requirements of Texas Fertilizer Law
3. Submit a sample label or specification and a sample packet of the proposed mulch for the Owner’s approval.
4. Submit a sample label or specification of the fertilizer proposed to be used for the Owner's approval.

1.03 QUALITY ASSURANCE

A. Source

1. Sod shall be subject to inspection and approval by Landscape Architect at the site upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work. The Landscape Architect reserves the right to refuse inspection at such time if, in his judgment, a sufficient quantity of sod is not available for inspection.
2. Seed shall conform to U.S. Department of Agriculture rules and regulations of Federal Seed Act and Texas Seed Law. Seed shall be certified 90 percent pure and furnish 80 percent germination

2.00 PRODUCTS

2.01 MATERIALS

A. Turf Seed

1. Composition: fresh, clean, certified, Class 'A', new crop seed.
2. Type: "Cynodan dactylon" Common Bermuda.
3. Deliver to the site in the original sacks as received by the Producer and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the

State of Texas. Each sack shall be tagged showing the dealers guarantee as to the year grown, percentage of purity, percentage of germination and the date of test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.

4. Any seed delivered prior to use, shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents or other cause.
5. The mixture to be used shall be proportioned by weight and consist of the following

Turf Seed Mixture for turf areas	Proportion by weight	Purity	Minimum Germination
Cynodan Dactylon – Common Bermuda	85%	98%	90%
Lolium perenne – Perennial Ryegrass	10%	98%	90%
Poa Annual Ryegrass	5%	95%	90%

6. Weed Seed cannot exceed 0.25%

B. Turf Sod

1. 1. One-Year-Old, nursery-grown sod, of the variety Tifway 419 as approved. Sod shall consist of stolons, leaf blades, rhizomes, and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters (3/4") inch.
2. Sod shall be dense, healthy, and field-grown on fumigated soil with the grass having been mowed prior to sod cutting so that the height of the grass shall not exceed two (2") inches.
3. Sod shall be dark green in color, relatively free of thatch, free from diseases, weeds and harmful insects.
4. Sod shall be reasonably free of objectionable grassy and broadleaf weeds. Sod shall be considered weed free if no more than ten (10) such weeds are found per 100 sq. ft. of sod.
5. Sod shall be rejected if found to contain the following weeds: Quackgrass, Johnsongrass, poison ivy, nimbleweed, thistle, bindweed, bentgrass, perennial sorrel or bromegrass.

C. Hydromulch

1. Virgin wood cellulose fibers from whole wood chips having minimum of 20 percent fibers 0.42 inches in length and 0.01 inches in diameter.
2. Cellulose fibers manufactured from recycled newspaper and meeting same fiber content and size as for cellulose fibers from wood chips.
3. Dye mulch green for coverage verification purposes.

4. Three approved mulches are manufactured by Conwed, Weyerhauser, and Texas Fiber Co.

5. Soil Stabilizer "Terra Tack 1" or approved equal.

D. FERTILIZER

1. Pre-planting Fertilizer Application for Turfgrass Planting Areas: Fertilizer for the initial planting application shall be of N-P-K ratio of 4-5-1 (19-26-5). The phosphorus component must be derived from monoammonium phosphate to stimulate vigorous development of new roots, stolons, and rhizomes. The initial application must be applied and incorporated into the soil immediately (no more than two (2) days) prior to sodding.

2. Post Planting Application: Fertilizer for the post planting application will be a complete fertilizer of chemical base containing by weight the following percentages of nutrients: 273- 4 +2% Fe (N-P-K) from methylene urea or the nitrogen equivalent of 33-3-1 O. The application rate should provide one (1) lb. of N / 1000 sq. ft.

3.00 EXECUTION

3.01 SCHEDULING

A. Planting Restrictions: coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion. Plant during one of the following periods:

1. May 15th to August 31st for Bermuda hydromulch seeding.

2. Over seeding - Annual Rye Grass

a. If Bermuda turf cannot be established by September 15, turf areas are to be over-seeded with annual rye-grass at a rate of 4-lbs'/1,000 sf.

B. Weather Limitations: Proceed with planting operations only when existing and forecasted weather conditions permit.

3.02 GRADING AND VERIFICATION

A. Coarse Grading

1. Stones, Weeds, Debris: verify that all areas to receive turf are clear of stones larger than one and a half (1-1/2") inches diameter, weeds, debris and other extraneous materials.

2. Grades: verify that grades are within two (2) inch plus or minus of the required finished grades. No Grades greater than 1 inch shall close upon itself.

B. Final Grading

1. Stones, Weeds, Debris: verify that all areas to receive turf are clear of stones larger than 1 in. diameter, weeds, debris and other extraneous materials.

2. Grades: verify that grades are within one (1) inch plus or minus of the required finished grades. No Grades greater than 1 inch shall close upon itself. Verify that soil preparation and fertilization has been installed. Report all variations in writing.

C. Schedule: immediately after the finished grade has been approved, begin sodding operations to reduce excessive weed growth. If sod bed is dry immediately prior to installation, dampen surface with a fine mist of water.

D. Soil Moisture

1. Excessive Moisture: do not commence work of this section when soil moisture content is so great that excessive compaction will occur, nor when it is so dry that dust will form in air or that clods will not break readily.

2. Inadequate Moisture: apply water, as necessary, to bring soil to optimum moisture content for planting.

3.03 HYDROMULCH SEEDING ON PREPARED FINISHED GRADE

A. Bed Preparation: immediately after the finished grade has been approved, begin hydromulch seeding operation to reduce excessive weed growth.

B. Special Equipment and Procedures: hydraulic equipment used for the application of fertilizer and seed; disc, harrow or aerator and a cultipacker or roller.

C. Operators of hydromulch seeding equipment shall be thoroughly experienced in this type of application.

D. Application:

1. Contractor shall obtain approval of seeding area preparation from the Landscape Architect prior to application.

2. Immediately following approval, Contractor shall aerate the seed bed one (1”) to two (2”) inches deep in a motion to form a uniform coverage of the entire seeding area.

3. Immediately following aeration, the Contractor shall pack the soil with a cultipacker or roller to get a firm seed bed.

4. After cultipacker or roller operations apply specified hydromulch seed mix in a motion to form a uniform coverage at specified rate.

5. Immediately following hydromulch of seed, the Contractor shall not operate any equipment over the covered area.

6. Refer also to the maintenance portion of this Section.

3.04 BROADCAST SEEDING ON PREPARED FINISHED GRADE

A. Bed Preparation: immediately after the finished grade has been approved, begin broadcast seeding operation to reduce excessive weed growth.

B. Special Equipment and Procedures: rotary equipment used for the application of fertilizer and seed; disc, harrow or aerator and a cultipacker or roller.

C. C. Application:

1. Contractor shall obtain approval of seeding area preparation from the Landscape Architect prior to application.

2. Operators of broadcast seeding equipment shall be thoroughly experienced in this type of application. Apply specified seed mix in a motion to form a uniform coverage at specified rate.
3. Immediately following broadcasting of seed, Contractor shall aerate the seed bed one (1”) to two (2”) inches deep at a speed to cover the seed with soil one quarter (1/4) to one half (1/2”) inches deep in a motion to form a uniform coverage of the entire seeding area.
4. Immediately following aeration, the Contractor shall pack the soil with a cultipacker or roller to get seed in good contact with the soil.
5. After aeration, the Contractor shall not operate any equipment over the covered area.
6. Refer also to the maintenance portion of this Section.

D. D. Unseeded Areas: if, in the opinion of the Landscape Architect, unplanted skips and areas are noted after broadcast seeding, the Contractor shall be required to seed the unplanted areas with the grasses that were to have been planted at no additional cost to the Owner.

3.05 SOD BED PREPARATION

A. Prepare the soil
B. Rake areas to set exact line and final finish grade.
C. Rolling: roll amended soil with 200-pound water-ballast roller.
D. Moistening: after all unevenness in the soil surface has been corrected, lightly moisten the soil immediately prior to laying the sod.
E. Timing: sod immediately thereafter, provided the sod-bed has remained friable.

3.06 PLANTING

A. Solid Sodding
1. Method: lay the first row of sod in a straight line, with subsequent rows parallel to and tightly against each other, with no spaces between strips. Stagger lateral joints. Do not stretch or overlap sod. Butt all joints tightly to eliminate all voids. Lay sod on mounds and slopes with strips parallel to contours. Use a sharp knife to cut sod to fit curves.
2. Tamping and Rolling: thoroughly tamp and roll sod to make contact with sod bed. Roll each entire section of completed sod.
3. Following rolling, fine screened topsoil shall be used to fill all cracks between sods. Excess soil shall be worked into the grass with suitable equipment and shall be well watered. The quantity of fill soil shall be such that it will cause no smothering of the grass.
4. Watering: thoroughly water sod immediately after installation to wet the underside of the new sod pad and the soil immediately below to a depth of 6 in.
5. Immediately after installation of the sod, remove sod clumps and soil, wash off any plant materials and pavements not to have sod. Keep all areas clean during the maintenance period.

3.07 MAINTENANCE

A. Maintenance shall begin immediately alter each grass area is planted. All planted areas will be protected and maintained by watering, weed control, redressing and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a UNIFORM STAND OF THE SPECIFIED GRASS and until the entire project is accepted by the Owner. Grass shall be mowed to a height of two (2") inches.

B. All turf areas adjacent to paved areas shall be edged to maintain a neat appearance.

C. All areas which are not completely covered with the specified grass at the end of thirty (30) days will continue to be replanted, re-dressed and maintained by the Contractor until complete coverage and acceptance are achieved.

3.08 SEEDING OF DISTURBED AREAS

A. Disturbed areas will require seeding as specified in this Section unless requested otherwise by the Engineer or shown otherwise on the drawings or in the specifications.

B. Any areas which are disturbed by the Contractor which are not shown on the drawings or specified to require disturbance including any approved areas not shown on the drawings, shall be considered as unauthorized disturbed areas. Any such areas shall be seeded as specified in this Section at the Contractor's expense and shall not be measured or paid under this Section.

3.09 FIELD QUALITY CONTROL; OBSERVATION AND ACCEPTANCE

A. Observation: Upon completion of the site preparation, mulching, fertilizing, seeding, and maintenance of seeded areas, the Engineer will observe the seeded areas periodically to determine the establishment success. The Engineer will consider soil coverage, purity of the grass stand, and maturity of the plants.

B. Establishment of Stand and Acceptance:

1. The Engineer will determine that a grassed area is established upon fulfillment of the following conditions:

2. The permanent grass stand uniformly covers the planting area, with no exposed soil areas more than 36 inches across in any dimension.

3. The permanent grass stand is free of over-topping weed species which would compete for sunlight, moisture, and nutrients. In addition, no area of pure weed species greater than 36 inches across in any dimension shall occur within a permanent grass stand.

4. The majority of the grass plants in a stand shall have a well-established root system to survive if irrigation is discontinued.

5. Establish the permanent grass stand before October 1 to preclude having to perform a temporary Fall seeding. In the event a fall seeding must be performed, follow-up the temporary seeding with a permanent seeding as specified. Upon final acceptance of the work under this contract, the Owner will assume the responsibility of maintaining the grassed areas.

END OF SECTION

31 35 13 ARTICULATED CONCRETE BLOCK

1.00 GENERAL

1.01 WORK INCLUDED

A. The contractor shall furnish all labor, materials, equipment, and incidentals required for, and perform all operations in con The contractor shall furnish all labor, materials, equipment, and incidentals required for, and perform all operations in connection with, the installation of the ArmorFlex® Articulating Concrete Block (ACB) system in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

1.02 SUBMITTALS

A. Shop Drawings. At least 30 days prior to the start of any installation of the cellular concrete mats, the Contractor shall submit to the owner shop drawings for the layout and details of the cellular concrete mats. The cellular concrete mats layout shall be to the lines and grades shown on the drawings. The shop drawings shall include layout, layout sequence, anchor details, mat junction details, anchor to mat connection details, and details for grade change.

B. Representative Samples. The sources from which the Contractor proposes to obtain materials shall be selected well in advance of the time when the materials will be required in the work. Product literature and suitable samples of the cellular concrete mattresses, cable, fittings, anchors and filter fabric shall be submitted to the Owner's Representative for approval, prior to delivery of any such material to the site of the work. All samples shall be obtained by the Contractor and delivered at his expense to a point designated by the Owner's Representative at least 14 calendar days in advance of the time when the placing of the concrete mattresses is expected to begin. The contractor shall submit the cellular concrete block revetment system manufacturer’s certification that the revetment system and components meet the requirements of this specification.

C. Documentation of Testing. The contractor shall provide to the owner test results documenting that the revetment system has been tested under controlled flow conditions for hydraulic performance characteristics in accordance with FHWA-RD-89-199, utilizing a 2:1 slope in the direction of flow, as well as other calculations and testing in support of the proposed concrete block mattress system and geotextile.

D. Manufacturer Certificates of Compliance.

1. The Contractor shall furnish the manufacturer’s certificates of compliance for cellular concrete mattresses, revetment cable, and any revetment cable fittings and connectors. The Contractor shall also furnish the manufacturer’s specifications, literature, and any recommendations, if applicable, that are specifically related to the project.

2. Cellular concrete mattresses will only be accepted when accompanied by documented hydraulic performance characteristics that are derived from tests under controlled flow conditions. Testing guidelines shall conform to U.S. Federal Highway Administration and U.S. Bureau of Reclamation Testing Protocol as documented in “Minimizing Embankment Damage During Overtopping Flow”, Report No. FHWA-RD-88-181 and all hydraulic performance testing shall be performed in a 2H:1V flume.

E. Alternative Materials. Alternative materials may be considered. Such materials must be pre-approved in writing by the Engineer prior to bid date. Alternative material packages must be submitted to the Owner's Representative a minimum of fifteen (15) days prior to bid date. Submittal packages must include, as a minimum, the following:

1. Full-scale laboratory testing performed by the submitting manufacturer and associated engineered calculations quantifying the hydraulic capacity of the proposed cellular concrete mat system in similar conditions to the specific project.

2. A list of 5 comparable projects, in terms of size and applications, in the United States, where the results of the specific alternate revetment system use can be verified after a minimum of five (5) year of service life. The submittal shall include contact names, addresses and telephone numbers.

1.03 QUALITY ASSURANCE

A. Design Criteria – Flowable Fill Proportions and Consistency: Flowable fill shall be proportioned to give the necessary workability, strength, and consistency, and shall conform to the following governing requirements:

B. Factory Testing: The Contractor shall be responsible for the design of the material. A trial mix shall be designed by an independent testing laboratory, retained by the Contractor. The testing laboratory shall submit verification that the materials and proportions of the trial mix design meets the requirement of the Specifications. In lieu of trial mix design, Contractor may submit historical data for a mix design used successfully in previous similar work. The Contractor shall not make changes in materials, either in gradation, source, or brand, or proportions of the mixture after having been approved, except by specific approval of the Engineer.

1.04 STANDARDS AND REFERENCES

A. The applicable provisions of the following references and standards shall apply to this Section as if written herein in their entirety.

1. American Society for Testing and Materials (ASTM) Standards:

ASTM C33	Specification for Concrete Aggregates
ASTM C150	Specification for Portland Cement
ASTM C207	Specification for Hydrated Lime Types
ASTM C595	Blended Hydraulic Cements
ASTM C618	Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as Mineral Admixture in Portland Cement Concrete
ASTM D 3786	Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics
ASTM D 4354	Sampling of Geosynthetics for Testing
ASTM D 4355	Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water
ASTM D 4491	Water Permeability of Geotextiles by Permittivity
ASTM D 4533	Trapezoidal Tearing Strength of Geotextiles

ASTM D 4632	Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	Determining Apparent Opening Size of a Geotextile
ASTM D 4759	Determining the Specification Conformance of Geosynthetics
ASTM D 4833	Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	Identification, Storage, and Handling of Geosynthetic Rolls
ASTM D 6684	Materials and Manufacture of Articulating Concrete Block (ACB)
ASTM D 6884	Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems

2.00 PRODUCTS

2.01 MATERIALS

A. Concrete Blocks

1. Concrete shall conform to ACI requirements for normal weight concrete.
2. The ACB units shall be produced using a dry cast method. Dry cast units obtain strength more quickly than wet cast blocks and will also achieve a greater uniformity of quality and greater durability.
3. At the time of delivery to the work site, the ACB units shall conform to the physical requirements prescribed in Table 2.02 listed below.

2.02 **PHYSICAL REQUIREMENTS**

Compressive Strength Net Area Min. p.s.i (mPa)		**Water Absorption Max. lb/ft^3 (kg/m^3)**	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.1)	9.1 (160)	11.7 (192)

Units will be sampled and tested in accordance with ASTM D 6684, Standard Specification for Materials and Manufacture of Articulating Concrete Block (ACB) Revetment Systems.

B. Revetment Cable and Fittings

1. Option 1 Polyester Revetment Cable and Fittings:
   a. Revetment cable shall be constructed of high tenacity, low elongating, and continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2.

b. Elongation requirements specified below are based upon stabilized new, dry cable. Stabilization refers to a process in which the cable is cycled fifty (50) times between a load corresponding to $200D^2$ and a load equal to 10%, 20% or 30% of the cable's approximate average breaking strength. Relevant elongation values are as shown in the table below. The tolerance on these values is ± 5%.

ELASTIC ELONGATION		
at Percentage of Break Strength		
10%	20%	30%
0.6	1.4	2.2

c. The revetment cable shall exhibit resistance to most concentrated acids, alkalis and solvents. Cable shall be impervious to rot, mildew and degradation associated with marine organisms. The materials used in the construction of the cable shall not be affected by continuous immersion in fresh or salt water.

d. Selection of cable and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Fittings such as sleeves and stops shall be aluminum and washers shall be plastic unless otherwise shown on the Contract Drawings

2. Option 2. Galvanized Steel Revetment Cable and Fittings:

a. Revetment cable shall be constructed of preformed galvanized aircraft cable (GAC). The cables shall be made from individual wires and strands that have been formed during the manufacture into the shape they have in finished cable.

b. Cable shall consist of a core construction comprised of seven (7) wires wrapped within seven (7) or nineteen (19) wire strands. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats.

c. The revetment cable shall exhibit resistance to mild concentrations of acids, alkalis, and solvents. Fittings such as sleeves and stops shall be aluminum, and the washers shall be galvanized steel or plastic. Furthermore, depending on material availability, the cable type (7x7 or 7x19) can be interchanged while always ensuring the required factor of safety for the cable.

d. Selection of cable and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Revetment cable splicing fittings shall be selected so that the resultant splice shall provide a minimum of 75% of the minimum rated cable strength.

C. Filter Fabric

1. The geotextile filter shall meet the minimum physical requirements listed in Table No. 3 of these Specifications. Consultation with the manufacturer is recommended; the standard for sizing geotextile for these applications is AASHTO M-288, Permanent

Erosion Control. Either woven or non-woven geotextile are acceptable, as long as they meet the other project requirements.

The geotextile fiber shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic, if necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile.

The Contractor shall furnish manufacturer's certified test results to the EOR, showing actual test values obtained when the physical properties are tested for compliance with the specifications.

During all periods of shipment and storage, the filter fabric shall be protected from direct sunlight, UV radiation, and temperatures greater than 140°F. To the extent possible, the fabric shall be maintained wrapped in its protective covering. The geotextile shall not be exposed to sunlight or UV radiation until the installation process begins.

PHYSICAL REQUIREMENTS

Physical Property	Test Procedure	Minimum Value
Grab Tensile Strength (Unaged Geotextile)	ASTM D4632	*IAW AASHTO M288 Class 2*
Breaking Elongation (Unaged Geotextile)	ASTM D4632	50% max. (in any principal direction)
Burst Strength	ASTM D3786	*IAW AASHTO M288 Class 2*
Puncture Strength	ASTM D4833	*IAW AASHTO M288 Class 2*
A.O.S., U.S. Std. Sieve	ASTM D4751	As Shown in Plans
Permittivity	ASTM D4491	As Shown in Plans

At the time of installation, the filter fabric shall be rejected if it has been removed from its protective cover for over 72 hours or has defects, tears, punctures, flow deterioration, or damage incurred during manufacture, transportation or storage. With the acceptance of the EOR, placing a filter fabric patch over the damaged area prior to placing the mats shall repair a torn or punctured section of fabric. The patch shall be large enough to overlap a minimum of three (3) feet in all directions.

3.00 EXECUTION

3.01 SUBGRADE PREPARATION

A. **General:** All subgrade preparation shall be performed in accordance with ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems, as updated and amended.

B. **Grading:** The slope shall be graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the geotextile (filter fabric), and between the geotextile and the entire bottom surface of the individual ACBs. All slope deformities,

roots, grade stakes, and stones which project normal to the local slope face must be re-graded or removed. No holes, "pockmarks", slope board teeth marks, footprints, or other voids greater than 0.5 inch in depth normal to the local slope face shall be permitted. No grooves or depressions greater than 0.5 inches in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction shall be permitted. Where such areas are evident, they shall be brought to grade by placing compacted homogeneous material. The slope and slope face shall be uniformly compacted, and the depth of layers, homogeneity of soil, and amount of compaction shall be as required by the EOR.

Excavation and preparation for all termination trenches or aprons shall be done in accordance to the lines, grades and dimensions shown in the Contract Drawings. The termination trench hinge-point at the top of the slope shall be uniformly graded so that no dips or bumps greater than 0.5 inches over or under the local grade occur. The width of the termination trench hinge-point shall also be graded uniformly to assure intimate contact between all ACBs and the underlying grade at the hinge-point.

C. **Inspection:** Immediately prior to placing the filter fabric and ACB mats, the prepared subgrade shall be inspected by the EOR as well as the owner's representative. No fabric or blocks shall be placed thereon until that area has been approved by each of these parties.

3.02 PLACEMENT OF GEOTEXTILE FILTER FABRIC

A. **General.** All placement and preparation should be performed in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems,* as updated and amended. Filter Fabric, or filtration geotextile, as specified elsewhere, will be placed within the limits of ACBs shown on the Contract Drawings.

B. **Placement.** The filtration geotextile will be placed directly on the prepared area, in intimate contact with the subgrade, and free of folds or wrinkles. The geotextile will not be walked on or disturbed when the result is a loss of intimate contact between the ACB and the geotextile or between the geotextile and the subgrade. The geotextile filter fabric will be placed so that the upstream strip of fabric overlaps the downstream strip. The longitudinal and transverse joints will be overlapped at least one and a half (1.5) feet for dry installations and at least three (3) feet for below-water installations. The geotextile will extend at least one (1) foot beyond the top and bottom revetment termination points, or as required by the EOR. If ACBs are assembled and placed as large mattresses, the top lap edge of the geotextile should not occur in the same location as a space between ACB mats unless the space is concrete filled.

3.03 PLACEMENT OF ACB/MAT

A. **General.** ACB placement and preparation should be performed in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*, as amended and updated.

B. **Placement.** The subgrade shall be prepared in such a manner as to produce a smooth plane surface prior to placement of the ACBs or mats. No individual block within the plane of placed ACBs will protrude more than one-half inch or as otherwise specified by the EOR. ACBs should be flush and develop intimate contact with the subgrade section, as approved by the EOR. Proposed hand placing is only to be used in limited areas, specifically identified by the EOR or manufacturers' mat layout drawings, as approved by the EOR.

If assembled and placed as large mattresses, the ACB mats will be attached to a spreader bar or other approved device to aid in the lifting and placing of the mats in their proper position by the use of a crane or other approved equipment. The equipment used should have adequate capacity to place the mats without bumping, dragging, tearing or otherwise damaging the underlying fabric. The mats will be placed side-by-side, so that the mats abut each other, and/or end-to-end. Mat seams or openings between mats greater than two (2) inches will be backfilled with 4000 p.s.i. non-shrink grout, concrete or other material approved by the EOR. Whether placed by hand or in large mattresses, distinct changes in grade that results in a discontinuous revetment surface in the direction of flow will require backfill at the grade change location so as to produce a continuous surface.

Termination trenches will be backfilled and compacted flush with the top of the blocks. The integrity of the trench backfill must be maintained so as to ensure a surface that is flush with the top surface of the ACBs for its entire service life. Termination trenches will be backfilled as shown on the Contract Drawings. Backfilling and compaction of trenches will be completed in a timely fashion. No more than 500 linear feet of placed ACBs with non-completed termination trenches will be permitted at any time.

C. **Finishing.** The cells or openings in the ACBs will be backfilled and compacted with suitable material, as specified by the EOR. Backfilling and compaction will be completed in a timely manner so that no more than 500 feet of exposed mats exist at any time. Finishing requirements are explicitly at the discretion of the EOR.

D. **Consultation.** The manufacturer of the ACBs/mats shall provide design and construction advice during the design and initial installation phases of the project when required or as necessary, at the discretion of the EOR. The ACB supplier shall provide, at a minimum, one full day or two half-days of on-site project support upon request.

END OF SECTION

31 36 00 GABIONS AND REVET MATTRESSES

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary, including wire gabions and revet mattresses, rock, connections, diaphragms, and geotextile fabric for construction of gabion structures in accordance with the lines, grades, and dimensions shown in the Drawings as specified herein.

1.02 QUALITY ASSURANCE

A. Gabions: Connect and tie all joints such that the gabions are filled to their maximum density and placed with a minimum amount of voids.

B. Geotextile Fabric: Geotextile shall be designed to allow passage of water while retaining insitu soil without clogging. A testing laboratory shall be retained by the producer of the geotextile at the point of manufacture to verify quality control in accordance with ASTM testing procedures. Furnish a manufacturer's certificate verifying quality control test results prior to shipment to the Owner. The certificate shall include:

1. Name of manufacturer.
2. Chemical composition.
3. Product description.
4. Statement of compliance to specification requirements.

1.03 SUBMITTALS

A. Submittals to the Owner shall include:

1. Manufacturer's certification - galvanized steel wire, stiffeners, lacing wire, connectors.
2. Manufacturer's certification - PVC coating.
3. Manufacturer's certification - geotextile fabric.

1.04 STANDARDS

A. Furnish materials in accordance with the following standards:

1. ASTM International (ASTM):

ASTM A975-11	Double-Twisted Hexagonal Mesh Gabions and Gabion Mattresses (Metallic-Coated steel wire or Polyvinyl Chloride steel wire (PVC) Coated)

ASTM D7014-10	Standard Practice for Assembly and Placement of Double-Twisted Wire Mesh Gabions and Revet Mattresses

1.05 JOB CONDITIONS

A. Gabion structures shall consist of rectangular, compartmented wire baskets filled with stone used to build earth retaining and erosion control mats and structures as shown on the Drawings. The wire mesh used to construct the gabions shall be uniform square or hexagonal shaped wire mesh with openings having nominal dimensions not to exceed 4 inches. Gabions shall be manufactured to conform to one of the types specified herein and shall be furnished as specified within a dimension tolerance or plus or minus 5 percent.

2.00 PRODUCTS

2.01 MATERIALS

A. Gabion Wire: Wire for gabion fabrication and connection shall be either hot dipped galvanized steel, or PVC coated hot dipped galvanized steel as designated on the Drawings. The galvanized wire shall be equal to or exceed ASTM A641, class 3, soft temper wire and shall have a minimum tensile strength of 60,000 psi and an elongation of not less than 12 percent. The wire sizes specified are minimum sizes for the wire after galvanizing and before coating with PVC. All testing of wire diameters shall be prior to fabrication.

Wire Description	Nominal Thickness	Weight of Zinc
Galvanized mesh wire	0.120”	0.80 oz/ft^2
Galvanized mesh wire w/ PVC coating	0.106”	0.80 oz/ft^2
Selvedge wire	0.153”	0.90 oz/ft^2
Selvedge wire w/ PVC coating	0.133”	0.85 oz/ft^2
Tie wire	0.087”	0.70 oz/ft^2
Tie wire w/ PVC coating	0.087”	0.70 oz/ft^2

B. PVC Coating: When required, PVC coating of wire shall be accomplished using fusion-bonded PVC or extruded and bonded PVC material. The wire coating shall have a nominal thickness of 0.02 inches and a minimum thickness of 0.015 inches, colored black, grey or silvery, and conform to the requirements of ASTM A975-97 for twisted wire gabions.

C. Spiral Connectors/Binders: Preformed steel wire spiral connectors shall meet the same specifications as the wire used in the mesh and shall be utilized per the manufacturer’s specifications.

D. Fasteners: Spiral binders are considered the standard fastener. Alternative fasteners such as hog ring fasteners may not be used. Standard and alternate fasteners must provide a minimum strength of 1400 pounds per lineal foot of gabion baskets and 900 pounds per lineal foot for gabion mattresses. All fasteners shall meet all of the closing requirements of the gabion manufacturer.

E. Gabion Rock: The rock used to fill the gabion structures shall be hard, durable, well graded rock from 4 to 8 inches in size. The range in sizes shall allow for variation of 5 percent oversized and/or 5 percent undersized rock, provided undersized rock it is not placed on the exposed surface of the gabion structure. The sizes shall be such that a minimum of three layers of rock must be achieved when filling the gabions. The rock shall have a specific gravity of at least 2.40. Prior to placing the rock, samples shall be delivered to the Site and shall be approved for gradation and appearance by the Engineer.

F. Geotextile Fabric: Non-woven fabric consisting of U.V. stabilized polypropylene fabrics, formed into a stable network by needle punching. The geotextile fabric shall be inert to commonly encountered chemicals and hydrocarbons, mildew and rot resistant, resistant to ultraviolet light exposure, and insect and rodent resistant. The average roll minimum value (weakest principal direction) for strength properties on any individual roll tested from the manufacturing lot or lots of a particular shipment shall be in excess of the average roll minimum (weakest principal direction) stipulated herein.

2.02 FABRICATIONS

A. Gabion mesh shall be fabricated in such a manner as to be non-raveling and designed to provide the required flexibility and strength.

1. Twisted Wire Mesh: Twisted wire mesh shall consist of a uniform, hexagonal-shaped wire mesh, woven in double twist pattern, with all wires galvanized prior to twisting. The perimeter edges of the twisted wire mesh shall be woven around a reinforcing wire in a manner designed to prevent slippage, and the edges of the mesh shall be securely selvedged. All corners shall be reinforced by heavier wire.

B. Gabions are to be of single unit construction that, when assembled, will form a rectangular gabion with a minimum thickness of 12 inches. The base, ends, lids, sides and diaphragms shall be connected in such a manner that strength and flexibility at the point of connection is approximately equal to that of the mesh. The gabion unit may be pre-fabricated or assembled in the field. When the length of the gabion unit exceeds its width, the gabion shall be divided by diaphragms into cells of equal lengths, using the same mesh as the body of the gabion unit. Diaphragms shall be secured in the proper position on the base section.

3.00 EXECUTION

3.01 INSTALLATION

A. Gabions and revet mattresses shall be constructed to the lines and grades shown on the Drawings. Individual or groups of gabions or revet mattresses, which deviate from line and grade, shall, at the direction of the Engineer or designated representative, be removed and replaced at no cost to the Owner. Gabions or revet mattresses, which are constructed with bulges, and/or underfilled, loosely filled, or otherwise lacking a neat and compact appearance shall, at the direction of the Engineer or designated representative, be repaired/replaced at no cost to the Owner. Underfilling of gabion/revet mattress corners to facilitate insertion of spirals shall not be permitted.

B. Gabions shall be installed in accordance with the manufacturer's product installation guide as well as ASTM D7014.

C. Prevent damage to the wire coatings during installation. Any damage shall be repaired promptly in accordance with the manufacturer's recommendations or replaced with undamaged gabion baskets.

D. Foundation Preparation:

1. The foundation shall be excavated to the extent shown on the Drawings or as directed by the Engineer or designated representative. All loose and otherwise unsuitable material shall be removed. All depressions shall be backfilled to grade with suitable materials from adjacent required excavation, or other approved source, and compacted to a density at least equal to that of the adjacent foundation.

2. Any buried debris protruding from the foundation that will impede proper installation or final appearance of the gabion shall be removed and the voids backfilled and compacted as specified above. Immediately prior to installation of the gabion or revet mattress placement, the prepared foundation shall be inspected by the Engineer or designated representative.

3. After excavation to grade, install geotextile fabric in accordance with the manufacturer's recommendations and as shown on the Drawings. Adjacent pieces of geotextile fabric shall be overlapped a minimum of 18 inches. Secure the geotextile with pins or other suitable means before installing the gabion baskets. No stakes shall be placed through geotextile material. Excess geotextile fabric protruding beyond the finished gabion baskets shall be trimmed.

E. Gabion/Revet Basket Assembly:

1. Baskets shall be placed in position prior to rock installation and shall be tied together along all connecting edges in order to form a continuous connecting structural unit and diaphragms shall be installed. Ties shall be similar to that used to assemble the baskets and shall produce a joint that is as strong as the body of the mesh. Stagger the vertical joints between gabions of adjacent rows and layers by at least one cell length.

2. No work shall take place using PVC coated materials unless both the ambient air temperature and the temperature of the PVC materials are at least 15 F above the brittleness temperature of the PVC materials.

F. Twisted wire mesh gabions 3 feet high that are to be placed in a straight row are to be stretched in the following manner prior being tied to the adjacent gabion baskets. Tie together approximately 100 feet of gabion baskets end to end. Secure one end of the row by tying to gabions baskets already filled, or fill the end gabion with stone, and then stretch the baskets sufficiently to remove kinks. A frame or other suitable means shall be used to avoid deformation of the end cell when stretching the gabions. The baskets shall not be overstretched. While maintaining tension, tie the row of baskets to its neighbor and then fill with stone. Welded wire mesh gabions do not require stretching, but connecting wire and fasteners shall be attached during the filling operation to preserve the strength and shape of the gabion structure.

G. The gabion baskets may be filled by machine, in maximum lifts of 12 inches, with sufficient additional hand work to accomplish a maximum density and a minimum amount of voids. Do not damage or bend the gabion baskets during rock installation. Vertical outside surfaces shall be placed by hand with large select stone in order to achieve the best appearance and to prevent loss of rock through mesh openings. Baskets are to be filled in

12-inch layers in order to allow installation of a looped inner tie wire in each cell, connecting the front and back faces to eliminate unsupported faces. Individual cells may not be filled more than 1 foot above any adjacent cell unless looped inner tie wires run in both directions. Undue deformation or bulging of the mesh shall be corrected prior to further stone filling.

H. Overfill each gabion basket with rock by 1-1/2 to 2 inches. Level the surface with a minimum amount of voids. Stretch until the edge of the lid and edge of the basket are together. The stretching shall be accomplished using an approved lid closing tool in order to prevent damage to the PVC coating. Crow bars or similar single point leverage devices will not be allowed.

   1. Excessive deformation of the lid panel to facilitate closing of a bulging gabion or revet mattress will not be permitted.

   2. The heavy projecting wire on the lid shall be twisted around the heavy wire on the sides two complete turns. The lid shall then be tied to the edges and tops of the diaphragms in the same manner as the baskets are assembled so that the finished joint is as strong as the body of the mesh. The lids of the gabion baskets shall also be tied together, each to its adjacent basket along all connecting edges to complete the formation of a continuous connecting structural unit. Turn all projecting sharp ends of wire in on the completed gabion basket.

I. Backfill shall be placed and compacted in sequence with the filling of the baskets; however, care shall be exercised in compacting the fill behind the baskets since excessive compaction effort can displace gabions/revet mattresses.

J. Gabion/revet baskets may be cut to form curves or bevels. They shall be cut at least 6 to 8 inches larger than the opening to allow sufficient material for overlap and lacing. Retying shall produce a closed cell and shall be in the same manner as the assembly. Excess mesh wire shall be cut off or shall be tightly and neatly laced down. All edges or faces formed in this manner shall be adjusted to present a finished and aesthetic appearance.

END OF SECTION

APPENDIX A

A1.00 MEASUREMENT AND PAYMENT

A1.01 MEASUREMENT

A. Measurement of gabion structures, complete in place, shall be based on the volume in cubic yards determined by the actual length, width, and height.

A1.02 PAYMENT

A. Payment for the gabion structures shall be made at the price bid per cubic yard. This price shall compensate for furnishing and placing all materials (including filter fabric, gabion containers, connectors, stones, backfill and appurtenances), tools, labor, equipment, and all other work incidental to install the gabion structures in accordance with the intent of the Drawings and Specifications. Filter fabric and filter material, if used, will not be paid for directly but will be considered subsidiary to this item.

B. Excavation and all subgrade preparation required for shaping the foundation for the wire containers shall be included in the unit price bid.

END OF APPENDIX A

DIVISION 32

EXTERIOR IMPROVEMENTS

32 12 19 ASPHALT PAVING WEARING COURSES

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to perform operations in connection with a wearing surface composed of two applications of asphaltic material, each covered with aggregate, constructed on the prepared base course or surface in accordance with these specifications.

B. TWDB funding Trench Work: When the existing pavement/asphalt is completely destroyed while installing line work using open cut trenching, for the convenience of the Contractor and when plans and specifications show repairs only, TWDB would allow for the amount it would cost to patch the trench and the area that includes just the width of the trench only. TWDB would fund improvements back to the original state of the existing paving (for example: caliche back to caliche, asphalt back to asphalt, concrete back to concrete.) This is typically done on a case by case basis. Details on the pavement repair and payment unit should be clearly noted in the contract documents.

1.02 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Submittal Procedures” and shall include:

1. Record Data.

1.03 STANDARDS

A. The applicable provisions of the following standards shall apply as if written in their entirety:

1. Texas Dept. of Transportation (TX Dot):

a. Test Method Tex-215-F.

b. Test Method Tex-217-F, Part I.

c. Test Method Tex-224-F.

d. Test Method Tex-410-A.

e. Test Method Tex-413-A.

1.04 JOB CONDITIONS; TEMPERATURE

A. Do not apply Two-Course Asphalt Surface Treatment when the air temperature is below 60 F and falling, but may be applied when the air temperature is above 50 F and rising, the temperature being taken in the shade and away from artificial heat. Do not place asphalt when general weather conditions, in the opinion of the Owner’s Representative, are not suitable.

2.00 PRODUCTS

2.01 MATERIALS

A. Asphaltic Materials: The asphalt used shall be of the grade and type indicated or required by the Owner's Representative. Materials shall be homogeneous, free of water, shall not foam when heated to 347 F, and shall meet the following requirements:

Grade Limits	AC-10 (Hot Weather) Min. – Max.	AC-5 (Cooler Weather) Min. – Max.
Penetration at 77 F, 100 gms, 5 sec	85	135
Ductility at 77 F, CMS	70	100
Flash Point, F	425	425
Viscosity, 140 F poises	1000 ± 200	500 ± 100
Viscosity of Residue, 140 F poises	3000	1500
Solubility in CCI4, percent Trichlorethylene	99.0	99.0
Spot Test: Negative		

B. Aggregate:

1. General:

   a. Aggregate shall be composed of clean, tough, and durable particles of crushed gravel, crushed stone, crushed slag, or natural limestone rock asphalt. These materials shall not contain more than 2 percent by weight of soft particles and other deleterious material as determined by Test Method Tex-217-F, Part I, TXDOT.

   b. The natural limestone rock asphalt aggregate, when furnished, shall have an average bitumen content from up to 7 percent by weight of naturally impregnated asphalt, as determined by Test Method Tex-215-F, TXDOT, and shall not contain more than 2 percent by weight of any one of or combination of iron pyrites, or other objectionable matter, as determined by Test Method Tex-217-F, Part I, TXDOT.

   c. No aggregate shall contain as a total of more than 5 percent by weight of impurities or objectionable matter listed above.

   d. The percent of wear, as determined by Test Method Tex-410-A, TXDOT, for the materials shall not exceed 35 percent.

   e. The percent of wear on natural limestone rock asphalt aggregate as determined by Test Method Tex-410-A, TXDOT, shall be made on that portion of the material retained on the No. 4 sieve, having a naturally impregnated asphalt content of less than 1 percent.

   f. Crushed gravel shall have a minimum of 85 percent of the particles retained on the No. 4 sieve with more than two or more mechanically induced crushed faces, as determined by Test Method Tex-460-A, TXDOT.

2. Pre-Coated Aggregates:

a. Pre-coated aggregates shall be aggregates of the type indicated, treated (coated or fluxed) with 0.5 percent to 1.5 percent by weight of residual bitumen from a precoating material. The grade of aggregate indicated shall meet the requirements of gradation prior to the application of the pre-coat material or fluxing material.

b. Water in an amount not to exceed 3 percent by weight of the mixture may be used in preparing the mixture. In the event water is used in the mixing operation, use adequate measuring devices and administer the water to the mix through an approved spray bar.

c. The materials may be mixed on the job or at a central mixing plant and shipped ready for use. Mixes that do not remain workable for a sufficient period of time or maintain flow qualities such that the pre-coated aggregate may be satisfactorily spread by normal approved mechanical spreading devices shall not be acceptable.

d. Materials that are not uniformly and/or properly coated or fluxed, in the opinion of the Owner's Representative, shall not be accepted for use.

3. Gradation:

a. Aggregate for the first application shall be uncoated.

First Application (TXDOT-Gr.2)	Percent by Weight
Retained on 7/8" Sieve	0
Retained on 3/4" Sieve	0-2
Retained on 5/8" Sieve	20-40
Retained on 1/2" Sieve	80-100
Retained on 3/8" Sieve	95-100
Retained on No. 8 Sieve	99-100

b. Aggregate for the second application shall be pre-coated.

Second Application (TXDOT-Gr.4 Pre-coated)	Percent by Weight
Retained on 5/8" Sieve	0
Retained on 1/2" Sieve	0-5
Retained on 3/8" Sieve	20-40
Retained on No. 4 Sieve	95-100
Retained on No. 8 Sieve	98-100

3.00 EXECUTION

3.01 PREPARATION

A. Clear the surface of the base of any dirt, dust, or other deleterious matter by sweeping or other approved methods. If necessary, scarify, sprinkle, reshape, blade, and roll the

surface of the base with a self-propelled 10 ton roller, to attain a uniform, compact surface in conformity with the typical sections and to the lines and grades indicated.

B. Keep the storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt clean and in good operating condition at all times, and operate the equipment in such a manner as not to allow contamination of the asphalt with foreign materials.

C. Do not heat asphalt above 400 F. The application temperature range shall be between 275 to 350 F. The Owner's Representative shall select the temperature of application.

3.02 INSTALLATION

A. First Asphaltic Material Application:

1. If found necessary by the Owner's Representative, the surface, upon which the asphalt is to be applied shall be lightly sprinkled just prior to the first application of asphalt. Apply asphalt on the clean surface by a type of self-propelled pressure distributer approved by the Owner's Representative and operated to distribute the asphalt in the quantity indicated, evenly and smoothly under a pressure necessary for proper distribution. The necessary facilities for determining the temperature of the asphalt in the heating equipment and in the distributor, for determining the rate of application, and for insuring uniformity at the junction of the two distributor runs shall be on a strip of paper or other approved suitable means to prevent overlapping of asphalt application, and resulting "fat" areas.

2. Asphaltic material for each course may be applied for the full width of the surface treatment in one application, unless the width exceeds 26 feet. Do not permit traffic or hauling over the freshly applied asphaltic material. Do not apply asphaltic material until immediate covering is assured.

B. First Aggregate Application: Immediately cover in a uniform manner the asphaltic surface with the first application aggregate and applied by spreading machines or spreader boxes, broomed if necessary, and rolled with a 3- to 6-ton tandem roller.

C. Second Asphaltic Material Application: Make the second application of asphaltic material as described above in the first application of asphaltic material. Cover the second application with second application aggregate in the manner specified above, broomed, and rolled with a 3- to 6-ton tandem roller.

1. If found necessary, to secure uniform distribution, blade the aggregate, immediately after being spread on the surface of the base or on the preceding layer, with an approved blade grader, maintainer, or other satisfactory leveling device.

2. After the work has been completed as specified above, there should be a slight excess of aggregate on the surface.

3.03 CLEAN AND ADJUST

A. Maintain the grounds of the project. Maintenance shall consist primarily of brooming the loose aggregate accumulated near the edges of the surfacing over the entire paved surface, until final acceptance by the Owner.

3.04 SCHEDULES; APPLICATION RATES

A. Apply the asphalt and aggregate at the approximate rates indicated and within the limits of the following schedule:

Application	Gallons of Asphalt per Square Yard		Aggregates Cubic Yards to Square Yards
	Min.	Max.	
First	0.20	0.30	1:80
Second	0.30	0.40	1:110

END OF SECTION

DIVISION 33

UTILITIES

33 05 01.07 LOW HEAD REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to install reinforced concrete pipe and/or conduits or drainage lines, including pipe fittings, connecting drain lines to curb inlets, joints, connections to new or existing pipe or headwalls, manholes etc., to the lines and grades indicated. Pipe and fittings shall be of the classes, sizes, and dimensions indicated.

1.02 QUALITY ASSURANCE

A. Physical Test Requirements:

1. The acceptability of the pipe shall be determined by the results of the three edge bearing test for the load to produce the 0.01-inch crack and the ultimate load; by such material tests as are required in ASTM C76, ASTM C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the design prescribed in these specifications and its freedom from defects. Three edge-bearing tests for the 0.01-inch crack only shall be performed on 0.8 percent of the pipe joints. Three edge bearing tests for both the 0.01-inch crack and the ultimate load shall be performed on 0.2 percent of the pipe on two joints.

2. The acceptability of the pipe joints and gaskets shall be determined by the tests as prescribed in ASTM C443 if and when required, and by inspection to determine whether the pipe joints and gaskets conform to ASTM C443

B. Protection: Protect storm drainage pipe from damage before, during, and after installation until backfill is complete. Protect the Work and materials of other trades. In event of damage, make all necessary repairs and replacements at no additional cost to the Owner.

C. Workmanship and Finish:

1. Pipe shall be free from fractures, large or deep cracks, defects that indicate imperfect manufacturing, surface defects indicating honeycombed or open texture, damaged ends that would prevent making a satisfactory joints, any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more. The ends of pipe shall be perpendicular to the walls and centerline of the pipe within the limits of variations.

2. Pipe shall be subject to rejection on account of failure to conform to any of the specification requirements. Rejected pipe shall be plainly marked by the Engineer and shall be replaced by the Contractor with pipe which meets the requirements of these specifications. Remove rejected pipe immediately from the Site.

3. In event of accidental damage during handling or minor imperfections, make the necessary repairs and replacements at no additional cost to the Owner. The Engineer may accept pipe with repairs that are sound, properly finished, and cured in conformance with pertinent specifications.

D. Pipe Marking: The following information shall be clearly marked on each section of pipe by the pipe manufacturer:

1. The class or D-load of pipe,
2. ASTM Specification Designation,
3. The date of manufacture and identification of plant,
4. The name or trademark of the manufacturer,
5. Diameter of the pipe,
6. Pipe to be used for jacking and boring, and
7. Pipe orientation. Where elliptical reinforcement is used one end of each section or joint of pipe shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "Top or "Bottom" of the pipe as it should be installed. Markings shall be indented on the pipe section or painted thereon with waterproof paint. "Top" and "Bottom" markings are not required on pipe having such an external shape that the correct position of the top and bottom is obvious.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:

1. Manufacturer's Product Data sheets as Record Data.
2. Manufacturer's layout drawings, recommended joint material placement, and joint tolerances.
3. Test reports as Record Data.
4. Material certificates as required in reference standards for storm drainage pipe as Record Data.

1.04 STANDARDS

A. Comply with local governing regulations if more stringent than specified herein. Piping shall meet the following standards and shall be a part of this Section as if written here in their entirety:

1. American Society for Testing and Materials (ASTM) Standards:

ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C497	Standard Methods of Testing Concrete Pipe, Manhole Sections, or Tile
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe.

2.00 PRODUCTS

2.01 MATERIALS

A. General: Except as modified herein, materials, manufacture, and design of concrete pipe shall conform to ASTM C76 for Circular Pipe**.**

2.02 MIXES

A. Mix concrete in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete shall not be acceptable for use in precast concrete pipe.

2.03 MANUFACTURED PRODUCTS

A. Pipe:

1. Pipe shall be of the Class indicated. The shell thickness, the amount of circumferential reinforcement, and the strength of the pipe shall conform to the requirements of ASTM C76 for Circular Pipe Wall B, C506 for Arch Pipe, or C507 for Elliptical Pipe, except as modified herein.

2. Pipe shall be machine made by a process which provides uniform placement of zero slump concrete in the form and compaction by a mechanical device to provide a dense concrete in the pipe.

3. Variations in diameter, size, shape, wall thickness, reinforcement, placement of reinforcement, laying length, and the permissible underrun of length shall be in accordance with the applicable ASTM Specification for each type of pipe.

4. Minimum Wall Thickness: Where Class III pipe of sizes larger than 60 inches in diameter are specified, the manufacturer may at its option furnish pipe manufactured with either Wall “B” or Wall “C” minimum thicknesses and the applicable minimum Steel area as listed for circular cages in Table II of Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, ASTM C76 (C 76M), provided tests strength requirements for Class III pipe are satisfactorily met.

5. Joints: Pipe to be placed along curves shall consist of whatever pipe lengths or beveled end joints of pipe or combination thereof that are required to place the pipe on the designated centerline curve with no more than one-half of the tongue length of the pipe exposed from its normally closed joint position. The amount of bevel, “drop” or shortening of the pipe length by the bevel shall not exceed the amount shown below for the pipe sizes indicated.

Pipe Diameter	Maximum Amount of Bevel or Drop*
12” to 27” inclusive	3.1875”
30” to 51” inclusive	5”
54” to 84” inclusive	6”
90” to 96”	6.5”
* Or manufacturer’s recommendation, whichever is less	

B. Jointing Materials: Pipe shall have rubber gasketed joints conforming to ASTM C443.

3.00 EXECUTION

3.01 INSTALLATION

A. Furnish and place in position the necessary batter boards, string lines, plummets, graduated poles, etc., laser equipment, targets and incidentals for establishing and maintaining the lines and grades. The batter boards and location stakes must be protected from possible damage or change of location.

1. Lay pipe and fittings and joint in a dry trench. Excavate trenches to the lines, grades, and alignment indicated in accordance with Section 31 23 33 "Trenching and Backfill [Utilities]." Unless otherwise authorized by the Owner's representative, start the laying the pipe on the prepared foundation at the outlet or downstream end with the spigot or tongue end of the pipe joint pointing downstream and proceed with laying pipe toward the inlet or upstream end with each abutting section of pipe properly matched, true to the established lines and grades. Approved facilities shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the prepared bedding foundation or the sides of the trench. Carefully clean the ends of the pipe before the pipe is placed in the trench. As each length of pipe is laid, protect the open end and prevent the entrance of earth or bedding material. Fit and match the pipe so that when laid in the prepared bedding it forms a smooth, uniform conduit. When elliptical pipe with circular reinforcing, or circular pipe with elliptical reinforcing, is used, lay the pipe in the trench so that the markings "Top" or "Bottom" are not be more than 5 degrees from the vertical plane through the longitudinal axis of the pipe. Remove and re-lay, without extra compensation, pipe that is not in alignment or that shows excessive settlement after laying.

2. Furnish and install shop or field fabricated wyes, tees, crosses, or bends where indicated or designated by the Engineer. Fittings in which the largest pipe is less than 24 inches in diameter shall be shop-fabricated. Fittings in which the larger pipe is 24 inches in diameter or increasingly larger in size, may be field-fabricated. Care shall be taken in the fabrication that the concrete walls of the pipe are broken back only enough to provide the required finished opening. Join the reinforcing mesh or bars in each pipe by bending, twisting, or spot welding. Wipe concrete or mortar over the reinforcing wires connecting the two pipe joints, compact by light blows, shape to the contour of the pipe barrels, lightly brush finish, and cure under wet burlap.

3. When conduit lines terminate at locations which do not include connection to drainage structures, plug the end of the pipe with a field cast or precast unit.

3.02 CONNECTIONS AND STUB ENDS

A. Make connections to existing pipes, storm drains, or appurtenances as shown on the Drawings. Mortar or concrete the bottom of existing structures if necessary to eliminate drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections.

B. Finish stub ends for connections to future work not shown on the Drawings by installing watertight plugs into the free end of the pipe.

3.03 BACKFILL

A. After the pipe has been placed, bedded, and jointed as specified and approved by the Owner or his authorized representative, backfilling shall be done in accordance with Section 31 23 33 “Trenching and Backfill [Utilities].”

END OF SECTION

33 05 23.33 PIPELINE CROSSING HIGHWAYS, STREETS AND RAILROADS BY BORING OR TUNNELING

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to install pipe casings by boring or tunneling as specified. This section sets forth the requirements for utility lines crossing roadways or railroads using bore or tunneling.

1.02 QUALITY ASSURANCE

A. Design Criteria:

1. Casing Insulators: Casing insulators shall be designed by the Manufacturer to adequately support and electrically isolate the carrier pipe within the casing pipe under all conditions. Number and location of spacing insulators shall be determined by the Manufacturer to protect carrier pipe from damages. One insulator shall be placed within 2 feet of ends of casing.

B. Installer's Qualifications: Installation shall be by a competent, experienced contractor or sub-contractor. The installation contractor shall have a satisfactory experience record of at least 3 years engaged in similar work of equal scope.

C. Performance Requirements: Lateral or vertical variation in the final position of the pipe casing from the line and grade established by the engineer shall be permitted only to the extent of 1 inch in 10 feet, provided that such variation shall be regular and only in the direction that will not detrimentally affect the function of the carrier pipe.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:

1. Provide shop drawings of casing insulators including sketches of insulators with material components and dimensions and proposed locations of insulators.

1.04 STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO) Standards:

AASHTO M190	Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO	Standard Specifications for Highway Bridges, 1993

B. American Society of Testing and Materials (ASTM) Standards:

ASTM A36	Carbon Structural Steel
ASTM A123	Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products
ASTM A135	Electric – Resistance – Welded Steel Pipe
ASTM A139	Electric – Fusion (Arc) – Welded Steel Pipe (NPS4 and Over)

ASTM A153	Zinc Coating (Hot Dip) on Iron and Steel Hardware
ASTM A307	Carbon Steel Bolts and Studs 60,000 PSI Tensile Strength
ASTM A449	Quenched and Tempered Steel Bolts and Studs
ASTM A568/ A568M	Steel, Carbon, and High Strength, Low Alloy, Hot-Rolled and Cold-Rolled for Commercial Quality
ASTM C76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM D4254	Test Method for Minimum Index Density of Soils and Calculation of Relative Density

C. American Water Works Association (AWWA) Standards:

AWWA C206	Field Welding of Steel Water Pipe
AWWA C210	Liquid Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines

1.05 JOB CONDITIONS; PERMITS AND EASEMENT REQUIREMENTS

A. Where the work is in the public right-of-way or railroad company right-of-way, the Owner will secure the appropriate permits or easements. The Contractor shall observe regulations and instructions of the right-of-way Owner as to the methods of performing the work and take precautions for the safety of the property and the public. Negotiations and coordination with the right-of-way Owner shall be carried on by the Contractor, not less than 5 days prior to the time of his intentions to begin work on the right-of-way.

B. Comply with the requirements of the permit and/or easement, a copy of will be provided by the OWNER. The work within the Texas Department of Transportation (TXDOT) shall comply with TXDOT specifications. If required by the Right-of-Way Owner, obtain Protective Liability Insurance in the amount required by the particular company or other insurance as is specified in the permit at no additional cost to the Owner. Acquire a permit, agreement, or work order from the right-of-way Owner as is required.

C. Construction along roads and railroads shall be performed in such manner that the excavated material be kept off the roads and railroads at all times, as well as, all operating equipment. Construction shall not interfere with the operations of the roads and railroads.

D. Barricades, warning signs, and flagmen, when necessary and specified, shall be provided by the Contractor.

E. No blasting shall be allowed. Existing pipelines are to be protected. The Contractor shall verify location and elevation of any pipe lines and telephone cable before proceeding with the construction and plan his construction so as to avoid damage to the existing pipe lines or telephone cables. Verification of location of existing utilities shall be the complete responsibility of the Contractor.

1.06 OPTIONS

A. Casing Material: Unless specified otherwise, the Contractor may use steel pipe or reinforced concrete pipe, where bore and/or tunnel is specified. The material specification for casing pipe are the minimum acceptable. The Contractor shall be fully responsible to insure the

materials used are of sufficient strength for the installation method chosen and the soil conditions encountered.

B. Bore and Tunnel Methods: Unless specified otherwise, the Contractor may use boring, jacking, tunneling for the installation method of casing material. Tunnel liner plate shall not be used where bore or jack methods are used. The Contractor shall be fully responsible to insure the methods used are adequate for the protection of workers, pipe, property, and the public. Provide a finished product as required.

2.00 PRODUCTS

2.01 MATERIALS

A. Steel Pipe: Steel casing pipe shall have a minimum yield strength of 35,000 psi. Casing shall meet ASTM A36, ASTM A568, ASTM A135, ASTM A139, or approved equal. Pipe shall be coated and lined in accordance with AWWA C210 or approved equal. Pipe joints shall be welded in accordance with AWWA C206. After pipe is welded, coating and lining shall be repaired. Unless specified otherwise, the minimum wall thickness of steel casing pipe shall be as follows:

Casing Diameter	Wall Thickness
4” to 24”	0.375”
24” to 60”	0.50”

B. Reinforced Concrete Pipe: Pipe casing shall conform to ASTM C76 and shall be of the size, class and length specified. Pipe shall be a minimum of Class IV for 42-inch and smaller diameters and a minimum of Class V for diameter larger than 42 inches.

2.02 MIXES

A. Cement Mortar: Consisting of 1 part cement to 2 parts clean sand with sufficient water to make a thick workable mix.

B. Pressure Grout Mix: Comprised of 1 cubic foot of cement and 3.5 cubic feet of clean fine sand with sufficient water added to provide a free flowing thick slurry. If desired to maintain solids in the mixture in suspension, 1 cubic foot of commercial grade bentonite may be added to each 12 to 15 cubic feet of the slurry.

2.03 MANUFACTURED PRODUCTS

A. Casing Insulators: Use casing insulators for any type of carrier pipe. Insulators shall consist of pre-manufactured steel bands with plastic lining and plastic runners. Insulators shall fit snug over the carrier pipe and position the carrier pipe approximately in the center of the casing pipe, to provide adequate clearance between the carrier pipe bell and the casing pipe. Fasteners for insulators shall be stainless steel or cadmium-plated. Insulators shall be as manufactured by Cascade Waterworks Manufacturing Company or Pipeline Seal and Insulators, Incorporated or Perry Equipment Corporation.

B. Mortar Bands: Concrete cylinder pipe and mortar coated steel pipe may have thickened outside mortar bands in lieu of casing insulators. Mortar bands shall be properly position the pipe within the casing.

3.00 EXECUTION

3.01 GENERAL CONSTRUCTION PROCEDURES

A. Excavation and Backfill of Access Pits:

1. Do not allow excavation over the limits of the bore or tunnel as specified. Trench walls of access pits adjacent to the bore or tunnel face shall be truly vertical. Shore the trench walls as necessary to protect workmen, the public, structures, roadways, and other improvements.

2. Excavations within the right-of-way and not under surfacing shall be backfilled and consolidated by tamping in 6-inch horizontal layers to 95 percent of maximum density as measured by ASTM D698. Surplus material shall be removed from the right-of-way and the excavation finished to original grades. Backfill pits immediately after the installation of the carrier pipe is completed. If carrier pipe is not installed immediately after casing pipe installation, the Right-of-Way Owner may require the access pits be temporarily backfilled until installation of carrier pipe.

3. Where seeding or sodding is disturbed by excavation or backfilling operations, such areas shall be replaced by seeding or sodding as specified in Section 31 23 33.16 "Trenching and Backfill [Water Resources]."

B. Installing Carrier Pipe In Casings:

1. Pipe to be installed within the casing shall meet the requirements for this type of pipe as specified. Where indicated, place, align, and anchor guide rails and/or casing insulators inside the casing. If guide rails are used, place cement mortar on both sides of the rails.

2. Pull or skid pipe into place inside the casing. Lubricants such as flax soap or drilling mud may be used to ease pipe installation. Do not use petroleum products, oil or grease for this purpose. If guide rails are used, install pipe and hold down jacks after installation of carrier pipe.

3. After installation of the carrier pipe, mortar inside and outside of the joints as applicable.

4. After carrier pipe installation is completed, seal or plug the ends of the casing.

C. Free-Air System:

1. If required by OSHA standards, free-air systems shall be installed and maintained.

2. Installation of Pressure Grout Mix:

a. Install pressure grout mix in the void space between the outside of the casing pipe and the excavation. For bore or jacks with casing pipe, install pressure grout mix immediately upon completion of setting casing pipe

b. Unless specified otherwise, install pressure grouting through grout fittings for the casing pipe 48 inches in diameter or larger. Grout fittings shall be fabricated into casing pipe at a maximum spacing of 6 feet. Remove and plug grout fittings after pressure grouting.

c. Install pressure grout from the low end for all crossings where grout fittings are not used. Seal the low end and pressure grout until grout is extruded from the opposite end.

3.02 CROSSINGS INSTALLED BY BORING

A. Perform the boring from the low or downstream end unless specified otherwise. Bore the holes mechanically and use a pilot hole. By this method, an approximate 2-inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Place excavated material near the top of the working pit and dispose of material as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent to lubricate cuttings. Jetting shall not be permitted.

B. In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

C. In locations where the soil formation is other than consolidated rock, insert the casing pipe simultaneously with the boring operation. This requirement applies to all bored holes of 18 inches or greater in diameter. For smaller diameter bored holes, it is desirable that the casing be installed as the boring progresses, but because of differences in soil formations, the time for inserting the casing shall be the Contractor's responsibility. In the event that caving sand or water bearing materials are encountered, insert the casing pipe simultaneously with the boring operation regardless of the diameter of the bored hole. In all cases, the security and integrity of the roadway is the primary concern. The Contractor shall be held fully responsible for the continued integrity of the structure of the roadway being crossed, whether or not a casing pipe is inserted simultaneously with the boring operation.

3.03 CROSSINGS INSTALLED BY TUNNELING AND JACKING

A. Jack the pipe from the low or downstream end, unless specified otherwise. Provide heavy duty jacks suitable for forcing the pipe through the embankment. In operating jacks, apply even pressure to the jacks used. Provide a suitable jacking head and bracing between jacks so that pressure will be applied to the pipe uniformly around the ring of the pipe. Provide a suitable jacking frame or back stop. Set the pipe to be jacked on guides, properly braced together, to support the section of the pipe and to direct it in the proper line and grade. Place the whole jacking assembly so as to line up with the direction and grade of the pipe. In general, excavate embankment material just ahead of the pipe and material removed through the pipe. Force the pipe through the embankment with jacks into the space provided.

B. The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe. Provide a clearance of not more than 2 inches for the upper half of the pipe. This clearance shall be tapered off to zero at the point where the excavation conforms to the contour of the pipe. Extend the distance of the excavation beyond the end of the pipe depending on the character of the material, but do not exceed 2 feet in any case. Decrease the distance if the character of the material

being excavated makes it desirable to keep the advance excavation closer to the end of the pipe.

C. If desired, use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto pipe.

D. When jacking of pipe has begun, carry on the operation without interruption to prevent the pipe from becoming firmly set in the embankment. Remove and replace any pipe damaged in the jacking operations. The Contractor shall absorb the entire expense.

END OF SECTION

33 10 13 DISINFECTING OF WATER UTILITY DISTRIBUTION

1.00 GENERAL

1.01 WORK INCLUDED

A. Disinfect the facilities for pumping, storing, or conveying potable water to comply with the standards for potable water of the regulatory agency of jurisdiction. Potable water is defined as any water that has been filtered, disinfected or otherwise treated to the meet regulatory standards (in the water treatment plant this includes the inside surfaces of the filters).

B. Disinfect piping systems that are used to convey water, solutions, or chemicals to the potable water facilities.

C. Test water from the disinfected system per regulatory standards to verify that water is acceptable. Repeat procedure if tests do not meet standards.

D. In accordance with Texas Commission on Environmental Quality (TCEQ) Chapter 290 regulations, disinfection must be performed when repairs are made to existing facilities and before new facilities are placed into service. When it is necessary to return the facility back to service as rapidly as possible, it is acceptable to increase the doses to 500 mg/l and the contact time reduced to 30 minutes. This Project will require the critical operations to be disinfected by 500 mg/l for 30 minutes followed by flushing prior to the sample being taken. The Owner will take the sample and have it tested. Contractor may also take a sample to be tested. Cost for failed tests and all associated re-disinfection, flushing shall be borne by the Contractor. Prior to the 30 minute test time, all new valves shall be fully closed and opened.

2.00 PRODUCTS

2.01 MATERIALS

A. Liquid Chlorine: Meeting the requirements of AWWA B301 - Liquid Chlorine.

B. Calcium Hypochlorite: Meeting the requirements of AWWA B300 - Hypochlorites.

3.00 EXECUTION

3.01 NEW FACILITIES

A. New facilities shall be thoroughly disinfected in accordance with AWWA C651 - Disinfecting Water Mains, AWWA C652 - Disinfection of Storage Facilities, and AWWA C653 - Disinfection of Water Treatment Plants, and then flushed and sampled before being placed in service. Samples shall be collected and tested in accordance with the TCEQ Rules and Regulations, Chapter 290.

B. During construction keep basins, pipe, fittings, equipment, and appurtenances free from dirt and debris.

1. Clean basins thoroughly before disinfection.

2. Seal the open ends of pipe with water-tight plugs when pipe is not being laid.

3. Pump water from trenches before removing the plug when water accumulates in the trench.

C. Complete hydrostatic test of the line prior to disinfection.

D. Wash the surfaces to be disinfected.

1. Flush pipelines. The minimum quantity of water used for flushing must exceed the capacity of the line to ensure that clean water has traversed the entire length of pipe.

2. Power wash the surfaces of basins and reservoirs using high pressure wash systems.

E. Disinfect facilities per the following procedures of AWWA:

1. Water Mains: AWWA C651 - latest revision.

2. Water Storage Facilities: AWWA C652 - latest revision.

3. Water Treatment Plants: AWWA C653 - latest revision.

F. Fill the system with potable water. Test the water to see that it meets the requirements of the regulatory agency of jurisdiction for potable water. Monitor the system for 2 days. If water test fails to meet the prescribed standards, repeat the disinfection process until water meets quality standards for disinfection.

3.02 REPAIRS OR CONNECTIONS TO EXISTING LINES

A. Clean and sterilize the interior surfaces of new piping, fittings, equipment, and appurtenances to be installed in an existing potable water system or connected to an existing system.

B. Clean and sterilize the existing pipe or facilities for a minimum distance of 3 pipe diameters back from the ends of the pipe. Plug the ends of the line when work is not being performed on the pipe.

C. Perform sterilization by swabbing each item with a concentrated chlorine solution.

1. Each piece is to be disinfected prior to being assembled for installation in the existing pipe.

2. Disinfect each piece just prior to assembly to help prevent re contamination.

3. Plug the ends of the assembly until a new item is to be added to the assembly.

4. Store disinfected materials on blocks to prevent contact with the ground.

3.03 DISPOSAL OF FLUSHING AND DISINFECTION WATER

A. Chlorinated water used in flushing and disinfecting pipelines, storage tanks, or vessels prior to connection to the distribution system shall be disposed of by the Contractor in an acceptable manner. Chlorinated water must be “de-chlorinated” prior to disposal to eliminate adverse impacts to the surrounding environment. Water released to the environment shall meet all AWWA, EPA, and TCEQ regulatory requirements.

1. The Contractor is responsible for complying with all of the applicable requirements of the TPDES General Permit TXG670000, issued by the TCEQ, regarding the discharge of hydrostatic test water. Maximum discharge chlorine concentration for compliance is 0.10 mg/l. Discharges within the Ogallala Aquifer recharge area must meet special

requirements under the terms of the General Permit. Contractor compliance is required.

2. Residual chlorine concentrations may be reduced using sulfur dioxide, sodium bisulfite, sodium sulfite, sodium thiosulfate, or ascorbic acid.
3. The discharge must be to a splash pad or paved area, and may not be located within 300 feet of the intake for a domestic drinking water supply or 500 feet of any public or private water well.
4. An effluent water sample must be taken during the first hour of discharge at a location immediately near the point of discharge, and collected prior to commingling with storm water, wastewater, or other flows.
5. For discharges that extend beyond an hour in duration, a second sample must be taken of the last 10 percent of the effluent.
6. Sampling protocol, sample containers, holding times, preservation methods, and analytical methods must follow the requirements set forth in the general permit.
7. The effluent grab sample(s) must be analyzed for total residual chlorine by an accredited and certified laboratory.
8. Any noncompliance that endangers human health or safety, or the environment must be reported to the TCEQ in accordance with the general permit.
9. Any effluent violation which deviates from the permitted effluent limitation by more than 40 percent must be reported to the TCEQ in accordance with the general permit.
10. The Contractor must record all hydrostatic test water sample results on an approved DMR (EPA Form 3320-1). These monitoring records shall be retained for a period of 3 years from the date of the record and be readily available for review by the TCEQ upon request. See attached form

B. With the written permission of the Owner of the system, chlorinated water may be disposed of in a sanitary sewer system if one is available. In the case of larger pipelines and the larger volumes of water involved, the Contractor will not be permitted to use the sanitary sewer system for disposal even if one is available.

END OF SECTION

33 31 13.13 FIBERGLASS GLASS-FIBER-REINFORCED THERMOSETTING-RESIN GRAVITY SEWER PIPE

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to furnish and install centrifugally cast or filament wound fiberglass reinforced polymer mortar pipe and fittings in the diameters indicated. Trenching, backfilling, and pipe embedment shall be in accordance with Section 31 23 33 “Trenching and Backfill.” Placement and classification of concrete shall be in accordance with Section 03 30 00.01 “Cast-In-Place Concrete.”

1.02 QUALITY ASSURANCE

A. Experience:

1. Pipe shall be the product of one manufacturer with not less than 5 years of successful experience manufacturing pipe of the particular type and size indicated. Pipe manufacturing operations (pipe, fittings, lining, and coating) shall be performed at one location unless otherwise approved by the Engineer.

2. Furnish an affidavit that the pipe, specials, fittings, and appurtenances furnished comply with all provisions of this Section and applicable ASTM and AWWA Specifications.

B. Owner Testing and Inspection: Pipe may be subject to inspection during manufacture by an independent testing laboratory selected and retained by the Owner. Representatives of the laboratory and the Engineer shall have access to the Work whenever it is in preparation or progress, and the pipe manufacturer shall provide proper facilities for access and for inspection. The pipe manufacturer shall notify the Owner in writing a minimum of 2 weeks prior to pipe fabrication so that the Owner may advise the manufacturer as to the Owner’s decision regarding tests to be performed by the independent testing laboratory. Material, fabricated parts, and pipe found to be defective or not conforming to the requirements of this Section shall be subject to rejection at any time prior to Owner’s final acceptance of the Project.

C. Factory Testing: At a minimum, the following tests shall be conducted at the factory, with test results furnished to the Owner and Engineer:

1. Load bearing tests: Provide test results for the first joint manufactured of each size and class, and at least one joint per hundred joints thereafter.

2. Material tests: Provide material test results per the ASTM and AWWA Standards.

D. Manufacturer’s Technician for Pipe Installation: Pipe manufacturer shall furnish the services of a factory trained, qualified, job experienced technician during installation. The technician shall assist and advise the Contractor in his pipe laying operations and shall instruct construction personnel in proper joint assembly and joint inspection procedures. The technician is not required to be on-Site full time. However, the technician shall be on-Site during the first two 8-hour days of pipe laying and thereafter three additional 8-hour days as requested by the Engineer, Owner, or Contractor.

E. Acceptable Manufacturer: Acceptable manufacturers shall be Hobas USA or Flowtite GRP Systems.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Certified Test Reports from the manufacturer’s testing facility or an approved testing laboratory.

2. Manufacturer’s data on piping and jointing methods.

3. Prior to shipment of the pipe, the pipe manufacturer shall submit the following:

a. A Certificate of Adequacy of Design stating that the pipe to be furnished complies with AWWA M45, ASTM D3262, ASTM D4161, ASTM D2412, ASTM D3567 and these specifications.

b. Certified Test Reports from the manufacturer’s testing facility or an approved testing laboratory for materials tests (ASTM D3681 Standard Test Method for Chemical Resistance of “Fiberglass (glass-fiber-reinforced thermosetting –resin) Pipe” in a Deflected Condition”; ASTM D2412 Standard Test method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading).

c. Certified Test Reports from the manufacturer’s testing facility or an approved testing laboratory for load bearing tests.

d. Manufacturer’s data on pipe stiffness.

e. Certified Test Reports from the manufacturer’s testing in accordance with ASTM D3681.

1.04 STANDARDS

A. The applicable provisions of the following standards shall apply as if written here in their entirety. Piping and fittings shall be in full compliance with the applicable standards and specifications. Pipe may be rejected for failure to comply with any requirement of this Section.

1. American Society for Testing and Materials (ASTM) Standards:

ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D2412	Standard Test method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
ASTM D3262	Specification for “Fiberglass (glass-fiber-reinforced thermosetting-resin) Sewer Pipe
ASTM D3567	Standard Practice for Determining Dimensions of Fiberglass Pipe
ASTM D3681	Standard Test Method for Chemical Resistance of “Fiberglass (glass-fiber-reinforced thermosetting –resin) Pipe” in a Deflected Condition
ASTM D3754	Specification for “Fiberglass (glass-fiber-reinforced-thermosetting-resin) Sewer and Industrial Pressure Pipe

ASTM D3839	Standard Practice for Underground Installation of Fiberglass Pipe
ASTM D4161	Specification for "Fiberglass (glass-fiber-reinforced thermosetting-resin) Sewer Pipe Joints" using flexible Elastomeric Seals
ASTM F477	Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

2. American Water Works Association (AWWA) Standards:

AWWA M45	Fiber Glass Pipe Design

1.05 DELIVERY AND STORAGE

A. Packing:

1. An inspection of the pipe will be made by a representative of the Owner after delivery. Pipe with visible defects shall be rejected and replaced without cost to the Owner. Visible defects include cracks of any type, honeycombs, delamination, or any other defects indicative of poor workmanship. Any pipe rejected shall not be returned under any condition to the Project.
2. Pipe damaged in shipment shall not be unloaded at the Site.
3. Deliver, handle, and store pipe in accordance with the manufacturer's recommendations.
4. Marking for Identification: Each joint of pipe and each fitting shall have plainly marked on the inside of the pipe at two locations, the class and stiffness for which it is designated, the date of manufacturer, and the identification number. The top centerlines shall be marked on all specials.

2.00 PRODUCTS

2.01 MATERIALS

A. Resin Systems: The manufacturer shall use only polyester resin systems with a proven history of performance in this application. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

B. Glass Reinforcements: The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade E-glass filaments with binder and sizing compatible with impregnating resins.

C. Silica Sand: Sand shall be minimum 98 percent silica with a maximum moisture content of 0.2 percent.

D. Additives: When used, resin additives such as curing agents, pigments, dyes, fillers, thixotropic agents, etc. shall not detrimentally affect the performance of the product.

E. Elastomeric Gaskets: Gaskets shall be supplied by qualified gasket manufacturers and be suitable for the service intended and comply with ASTM F477.

2.02 MANUFACTURED PRODUCTS

A. Manufacture pipes to result in a dense, non-porous, corrosion resistant, consistent composite structure. The interior surface of the pipes exposed to sewer flow shall be

manufactured using a resin with a 50 percent elongation (minimum) when tested in accordance with D638, or a glass reinforced liner system. The interior surface shall provide crack resistance and abrasion resistance. The exterior surface of the pipes shall be comprised of a sand and resin layer which provides UV protection to the exterior. Pipes shall be Type 1, Liner 1 or 2, Grade1 or 3 per ASTM D3262.

B. Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings or bell-spigot joints, "flush" or "non-flush", that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain water tightness. The joints must meet the performance requirements of ASTM D4161. Joints at tie-ins may utilize a fiberglass, gasket –sealed coupling. Piping installed by jacking and boring or within casing shall have low profile bell and spigot joints.

C. Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall be contact molded or manufactured from mitered sections of pipe joined by glass-fiber-reinforced overlays, designed to perform without failure in all possible operating conditions.

D. Pipe shall be manufactured and tested in accordance with the applicable standards. Coupling joints shall meet the requirements of ASTM D4161. Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2.03 DIMENSIONS

A. Dimensions called for on the Drawings are inside diameters. The actual outside diameter shall be in accordance with applicable standards. Other diameters shall be in accordance with manufacturer's literature.

B. Pipe shall be supplied in nominal lengths of 10 or 20 feet. Other lengths may be supplied upon approval of the Engineer. Actual laying length shall be a nominal plus 1 inch to minus 4 inches. At least 90 percent of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

C. The minimum wall thickness shall be the stated design thickness for various applications, with the following minimums:

1. Jacking and Tunneling without Casing:

Pipe Size	Wall Thickness
24"	1.40"
27"	1.47"
30"	1.71"
36"	1.85"
42"	1.93"
48"	2.03"
54"	2.10"
60"	2.16"
66"	2.31"
72"	2.46"

Pipe Size	Wall Thickness
84”	2.70”
90”	2.85”
96”	3.00”

2. Open Cut:

Pipe Size	HOBAS Wall Thickness PN/SN 0/46	Flowtite Wall Thickness PN/SN 50/46
18”	0.39”	0.321
24”	0.50”	0.426
30”	0.61”	0.525
36”	0.72”	0.624
42”	0.83”	0.717
48”	1.05”	0.820
54”	0.94”	0.925
60”	1.15”	0.987
66”	1.27”	1.13
72”	1.38”	1.158
84”	1.58”	1.406
90”	1.71”	1.51
96”	1.80”	1.530

3. Installed within Casing:

Pipe Size	Wall Thickness	
18”	0.39”	PN/SN 0/46
24”	0.50”	PN/SN 0/46
30”	0.61”	PN/SN 0/46
36”	0.72”	PN/SN 0/46
42”	0.83”	PN/SN 0/46
48”	0.94”	PN/SN 0/46
54”	1.05”	PN/SN 0/46
60”	1.15”	PN/SN 0/46
72”	1.38”	PN/SN 0/46
84”	1.58”	PN/SN 0/46
90”	1.71”	PN/SN 0/46

Pipe Size	Wall Thickness	
96”	1.80”	PN/SN 0/46

D. Pipe ends shall be square to the pipe axis with a minimum tolerance of 1/8 inch.

3.00 EXECUTION

3.01 PREPARATION

A. The grade elevation indicated in the Drawings is the invert elevation or lowest point of the inside barrel of the pipe. Run the pipe on straight grades between the elevations indicated. Establish the grade line in the trench from reference baseline and benchmarks identified by the Engineer. Maintain this grade control a minimum of 100 feet behind and ahead of the pipe laying operation.

3.02 PIPE LAYING, HANDLING AND JOINTING

A. Install fiberglass pipe, fittings, specials, and appurtenances as specified and required for the proper functioning of the completed pipe line. Install pipe, fittings, and specials in accordance with the manufacturer’s recommendations, ASTM D3839, and AWWA M45. Pipe shall be laid to the lines and grades indicated. Each joint of pipe shall be inspected immediately prior to being lowered into the trench. If repair of damaged areas and holidays is permitted by Engineer, repair those areas per manufacturer recommendations before the pipe is lowered into the trench.

B. Install pipe in trench conditions as specified, on specified embedment. Pipe installation methods shall be subject to the approval of the Engineer or Owner’s representative. Install piping with the bell upgrade unless otherwise approved by the Engineer or Owner’s representative. Chains or cables shall not be used.

C. Do not damage the gaskets and the ends of the pipe joints. Prior to jointing, inspect and verify that the pipe ends and gaskets are thoroughly clean with no foreign materials adhering to them. Coat the bell or groove slopes of the pipe with a lubricating material in accordance with manufacturer’s recommendations. Petroleum lubricants shall not be permitted. Assemble the pipe by pulling the tongue or spigot of the joint being laid into the groove or bell of the pipe with sufficient force necessary to make a tight seal on the gasket. Use of backhoe or similar equipment for final “seating” of a joint will not be permitted. Do not exceed forced recommended by the manufacturer for coupling the pipe.

D. Check joints with a feeler gauge. If any irregularity in the position of the gasket is detected at any point on the entire circumference of the pipe, remove the pipe and examine the gasket for cuts. If the gasket is undamaged, it may be used again, but the gasket and the joint must be re-lubricated. After the pipe section is joined, check the line and grade.

E. Securely place covers or bulkheads to seal the ends of the pipelines when the work is stopped temporarily or at the end of the day’s work to prevent trash or dirt from entering the pipe.

F. Deflected pipe joints may be used to make slight adjustments in line and grade. The maximum deflection of any joint shall not exceed 80 percent of the manufacturer maximum recommended joint deflection.

3.03 FIELD QUALITY CONTROL

A. Conduct pipe testing in accordance with Section 01 40 00 “Quality Management.”

B. Conduct exfiltration tests in accordance with Section 01 40 00 “Quality Management.”

C. Engineer may require additional performance tests of the joints.

END OF SECTION

33 31 13.16 HDPE PIPING

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to install polyethylene pipe, and complete installation in accordance with the Contract Documents. The finished pipe shall be continuous over the entire length of the storm sewer between manholes and be free from defects.

1.02 QUALITY ASSURANCE

A. Polyethylene pipe jointing shall be performed by personnel trained in the use of the thermal butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall have received training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by a qualified representative of the pipe manufacturer. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12 months before commencing construction.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Shop Drawings, catalog data, and manufacturer’s technical data showing complete information on material composition, color, physical properties, and dimensions of new pipe and fittings. Include manufacturer’s recommendation for handling, storage, installation, and repair of pipe and fittings.

1.04 STANDARDS

A. Comply with local governing regulations if more stringent than specified herein. Piping shall meet the following standards and shall be a part of this Section as if written here in their entirety.

1. American Society for Testing and Materials (ASTM) Standards:

a. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity--Flow Applications

b. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

c. ASTM F477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

d. T. ASTM F1417 – Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low--Pressure Air

e. U. ASTM F2487 – Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Corrugated High Density Polyethylene Pipelines

f. V. ASTM F2764 – Standard Specification for 6 to 60 in. [150 to 1500mm] Polypropylene (PP) Corrugated Double and Triple Wall Pipe and Fittings for Non--Pressure Sanitary Sewer Applications

g. W. ASTM F2881 – Standard Specification for 12 to 60 in. [300 to 1500mm] Polypropylene (PP) Dual Wall Pipe and Fittings for Non--Pressure Storm Sewer Applications

h. X. ASTM F3058 – Standard Practice for Preliminary Field Testing of Thermoplastic Pipe Joints for Gravity Flow (Non--Pressure) Sewer Lines

1.05 DELIVERY, STORAGE, AND HANDLING OF MATERIALS

A. Transport, handle, and store pipe and fittings as recommended by manufacturer.

B. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Owner's Project Representative at the Contractor's expense, before proceeding further.

C. Deliver, store, and handle other materials as required to prevent damage.

2.00 PRODUCTS

2.01 CORRUGATED POLYPROPYLENE (PP) PIPE

A. General

1. 12--inch through 60--inch (300 through 1500 mm) pipe shall be smooth interior and annular exterior corrugated polypropylene (PP) pipe meeting the requirements of ASTM F2736, ASTM F2764, ASTM F2881 or AASHTO M330 Type S (double--wall) or D (triple--wall), for respective diameters.

2. Material for 12-- through 60--inch pipe and fitting production shall be an impact modified copolymer meeting the material requirements of ASTM F2764, ASTM F2881 and AASHTO M330, for respective pipe diameters.

3. Marking: The following shall be clearly marked on both the interior and exterior surface of the pipe:

a. 1. Appropriate ASTM Specifications: ASTM F2764, ASTM F2881 or AASHTO M330;; as appropriate.

b. Class, size, and wall.

c. Date of manufacture.

d. Name or trademark of manufacturer.

e. Diameter of Pipe: The diameter indicated on the DRAWINGS shall mean the inside diameter of the pipe.

B. Joint Performance

1. Watertight joints shall be bell--and--spigot meeting the watertight requirements of ASTM D3212. Gaskets shall comply with the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

C. Fittings

1. Fittings shall conform to ASTM F2764, ASTM F2881 or AASHTO M330, with the exception of meeting the watertight joint performance requirements of ASTM D3212. Gasketed bell & spigot connections shall utilize a spun--on, welded or integral bell and spigot with gaskets meeting ASTM F477.
2. Repair couplers may be utilized to connect field-cut pipe.

3.00 EXECUTION

3.01 HANDLING AND STORAGE

A. Piping and fittings shall be handled and stored according to manufacturer recommendations.

B. Piping and fittings shall be inspected prior to installation and any defective or damaged product shall be replaced.

3.02 INSTALLATION

1. General
    a. Precautions shall be taken to prevent foreign material from entering the pipe before or while it is being placed in the line. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe. The open ends of pipe shall be closed with a plug, or with other devices approved by ENGINEER, at times when pipe laying is not in progress.
2. Pipe
    a. Pipe shall be installed in accordance with ASTM D2321, the manufacturers recommendations for installing, and what is shown on the DRAWINGS.
3. Pipe Fittings
    a. fittings shall be laid so as to form a closed concentric joint with the adjoining pipe to avoid sudden offsets of the flow line. Pipe sections shall be joined together in accordance with the manufacturer's recommendations, and in a way that they meet or exceed performance standards found in ASTM F2764, ASTM F2881 or AASHTO M330.

3.03 BEDDING

A. A stable and uniform bedding shall be provided for the pipe and any protruding features of its joint and/or fittings. The middle of the bedding, equal to one--third of the pipe outside diameter, shall be loosely placed while the remainder shall be compacted to a minimum of 90% of maximum density per AASHTO T99, or as shown in the plans. Pipe bedding shall be a minimum of 4 – 6 inches in thickness or as required on the plans.

B. The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe, and extend a minimum of 12 inches beyond the end of the pipe being laid.

3.04 PLACING PIPE

A. Each pipe shall be thoroughly examined before being laid;; defective or damaged pipe shall not be used. Refer to Section 1.7 Delivery, Storage and Handling for pipe & fitting acceptance requirements.

B. Pipelines shall be laid to the grades and alignment indicated.

C. Proper facilities shall be provided for lowering sections of pipe into trenches.

D. Pipe shall not be laid in water, and the pipe shall not be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches shall be provided as directed by the engineer;; see dewatering section.

E. Where outside diameter of bell exceeds outside diameter of pipe, care shall be taken to ensure adequate bedding material is moved to accommodate the difference of diameter and provide support to the entire joint and length of pipe.

3.05 JOINTING

A. A. Joints shall be constructed as described herein and in accordance with manufacturer's installation instructions.

B. All Bell--and--Spigot pipe joints shall be thoroughly cleaned prior to joining.

C. Protective gasket wrap must be removed just prior to joint insertion to reduce the risk of introduction of foreign materials.

D. Joints with gaskets not pre--installed by the manufacturer must be clean and free of foreign materials prior to gasket installation.

E. Joint lubricant, supplied by the manufacturer, shall be applied to the interior of bell and the leading edge of the gasket on spigot prior to assembly.

F. Joints shall be assembled by inserting the spigot into the bell to prevent foreign materials from being trapped in the joint connection.

G. After initial assembly of the joint, CONTRACTOR shall verify line and grade of pipe. Prior to backfill and after final check of line and grade, the CONTRACTOR must verify the joint is fully inserted and properly sealed.

3.06 BACKFILLING

A. General – Backfill placement and compaction shall be constructed in accordance with Section 31 23 33 'Trenching and Backfill' and the product manufacturer's published installation guides.

B. Backfilling Pipe in Trench

1. Backfill shall be placed in accordance with ASTM D2321.

2. After the pipe has been laid on the bedding and is ready for backfill, appropriate backfill at moisture content that will facilitate compaction, shall be placed in layers along both sides of the pipe at depths to ensure specified density is achieved evenly throughout the backfill material. Prior to compaction, backfill shall be placed under the haunches of the pipe.

3. Appropriate compaction methods shall be utilized in order to uniformly compact backfill to specified densities. Inappropriate or excessive compaction may damage the pipe and disturb line and grade.

4. Each layer shall be uniformly compacted with mechanical means. Backfill and compaction shall continue until fill has reached an elevation of at least 6 inches above the top of the pipe. The remainder of the trench shall be backfilled and compacted as noted on the plans.

5. Tests for density shall be made as directed by the ENGINEER to ensure conformance to the compaction requirements specified below.

6. Where it is necessary, in the opinion of the ENGINEER, that sheeting or portions of bracing used be left in place, the contract will be adjusted accordingly. Untreated sheeting shall not be left in place beneath structures or pavements.

3.07 TESTING FOR DEFLECTION

A. A. When visual inspection or inspection by CCTV indicates a potential for excessive deflection, the following test method shall be used.

B. B. Deflection tests shall be made by the contractor upon completion and acceptance of backfill operations to finish subgrade, and prior to placement of the finished surface, if any. The deflection testing shall be witnessed by the Inspector and shall be conducted by the CONTRACTOR at the CONTRACTOR'S expense. Deflection shall be tested for excessive vertical deflection using a mandrel approved by the agency. The mandrel shall be sized so as to provide a diameter of at least 95% of the allowable minimum inside diameter. Elbow and wye type fittings should not have a mandrel pulled through them.

C. Pipe 36" or larger may be direct measured provided the appropriate safety equipment and certifications are use and held by the inspectors.

D. Laser profiling equipment may be used instead of pulling mandrels. All laser profiled results are subject to verification by mandrel or direct measurement.

3.08 TESTING FOR LEAKAGE

A. A. When visual inspection or inspection by CCTV indicates a potential for leakage through cracks, at joints rated to be watertight, or if the ENGINEER requires testing; the following test methods shall be used to field verify the systems leakage performance.

1. A. Lines shall be tested for leakage by low pressure air or water testing or exfiltration tests, as appropriate.

2. B. Low pressure air testing shall conform to ASTM F1417. When leakage exceeds the maximum amount specified, satisfactory correction, as approved by the Engineer, shall be made and retesting accomplished.

3. C. Infiltration and exfiltration testing shall conform to ASTM F2487. Prior to exfiltration tests, the pipe shall be completely backfilled. Visible leaks encountered during CCTV or other operations shall be corrected regardless of leakage test results. When leakage exceeds the maximum amount specified, satisfactory correction, as approved by the Engineer, shall be made and retesting accomplished.

4. D. In lieu of low pressure air testing and infiltration/exfiltration testing in Sections B and C above, joint isolation testing of each joint may be performed in accordance with ASTM F3058.

END OF SECTION

33 39 13 SEWAGE MANHOLES, FRAMES AND COVERS

1.00 GENERAL

1.01 WORK INCLUDED

A. Provide labor, materials, equipment and incidentals necessary to construct standard and special manholes and cleanouts complete with covers, fittings, and other appurtenances, in accordance with the details and/or called out on the Drawings. At a minimum, provide 48-inch inside diameter manholes for pipe diameters 18 inches and smaller, 60-inch inside diameter manholes for pipe diameters 24 to 27 inches, and 72-inch inside diameter manholes for pipe diameters 30 inches and larger.

B. For precast manholes, the tops of the manholes be set to proper elevation by using a predetermined length of the bottom section of the manhole riser and using standard lengths for the other sections of the riser pipe.

1.02 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Drawings and data covering precast concrete sections. These shall be submitted as Record Data.

2. Concrete batch mix for cast-in-place sections shall be submitted as a Shop Drawing.

3. Manhole cover and ring shall be submitted as Record Data.

4. Design and fabrication details for fiberglass manholes and components shall be submitted as Record Data.

1.03 REFERENCE SPECIFICATIONS

A. Section 01 33 00 “Document Management.”

B. Section 01 40 00 “Quality Management.”

C. Section 03 30 00 “Cast-in-Place Concrete.”

D. Section 03 30 53 “Miscellaneous Cast-in-Place Concrete.”

1.04 STANDARDS

A. Applicable provisions of the following standards shall apply as if written here in their entirety:

1. American Society for Testing and Materials (ASTM) Standards:

ASTM A48	Specification for Gray Iron Castings
ASTM C478	Specification for Precast Reinforced Concrete Manhole Sections
ASTM D2240	Test Method for Rubber Property - Durometer Hardness
ASTM C76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

ASTM C33	Concrete Aggregates
ASTM C923	Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals
ASTM D3753	Glass-Fiber Reinforced Polyester Manholes and Wet wells

2. American National Standards Institute (ANSI) Standards:

ANSI A21.10	American National Standard for Gray Iron and Ductile Iron Fittings, 3 through 48 Inches for Water and Other Liquids

B. With the following additions for Precast Reinforced Concrete Manhole Sections:

1. All ASTM C478 pipe shall be machine made by a process that shall provide for uniform placement of zero slump concrete in the form and compaction by mechanical devices which shall assure a dense concrete in the finished product, except that reducer cones may be wet-cast.

2. Aggregates for the concrete shall comply with the requirements of ASTM C33, with the additional requirement that the aggregate shall have a minimum of 50 percent of calcium carbonate equivalent.

3. Minimum wall thicknesses for the manhole risers shall be as listed under Wall "B" in the ASTM C76 "Class Tables."

4. Manhole steps shall not be furnished for sanitary sewer manholes.

5. Resilient connectors shall provide an airtight seal that eliminates infiltration and exfiltration.

1.05 DELIVERY AND STORAGE

A. Do not deliver precast concrete section to the Site until representative concrete control cylinders have attained a strength of at least 80 percent of the specified minimum.

B. Inspect precast concrete sections and/or prefabricated fiberglass manholes upon delivery, and reject any cracked or otherwise visibly defective units.

2.00 PRODUCTS

2.01 MATERIALS

A. Concrete: Concrete for all cast-in-place manholes and bases shall be as specified in Section 33 49 00 "Storm Drainage Structures" and at a minimum shall be 3000-psi concrete. Mortar shall be as specified in Section 03 30 00 "Cast-In Place Concrete."

B. Fiberglass Manholes:

1. Fiberglass manholes shall conform to all ASTM standards governing plastic laminations and the latest Glass-Fiber Reinforced Polyester Manholes standard, ASTM D3753.

2. Provide wall section thickness in accordance with ASTM D3753, but not less than 0.48 inches of thickness.

3. Mark date of manufacture and name or trademark of manufacturer in 1-inch tall stenciled letters on the inside of the manhole.

4. The manhole shall be of watertight construction to prevent infiltration and exfiltration.
5. The barrel and cone shall each be produced in a continuous manufacturing process which insures continuous reinforcement and uniform strength and composition. The cone section, if produced separately, shall be affixed to the barrel section at the factory with a reinforced glass-resin joint resulting in a one-piece unit. Field made joints shall not be acceptable.
6. The manhole shall be a circular cylinder with an inside diameter in conformance with 1.01.A.
7. The cone of the manhole shall have a bearing surface wide enough to facilitate the placement of concrete adjustment rings and have sufficient strength to safely support HS-20 loading in accordance with AASHTO.
    a. The ring and cover shall not be placed directly on the fiberglass manhole.
8. The manway cone shall be concentric with respect to the barrel of the manhole.
    a. Eccentric manway cones shall not be permitted.

C. Precast Concrete Manholes: Above the manhole base, manholes shall be constructed with precast concrete rubber gasket sections in accordance with ASTM C478 pipe as detailed on the Drawings using the following materials.
1. Non-Shrinking Grout: Material shall be a non-shrink cement-base grout. “Five Star Grout” as manufactured by U.S. Grout Corporation or “Supreme” grout as manufactured by Hanson Pipe and Products or approved equal.
2. Rubber Gaskets: Neoprene or other synthetic, 40 plus or minus 5 hardness when measured by ASTM D2240, Type A durometer.
3. Precast Cone: Precast cone shall be concentric.
4. Grade Adjustment Risers shall be pre-cast, reinforced concrete in conformance to ASTM C478.

D. Manhole Rings and Covers:
1. Manhole rings and covers shall be made of gray iron castings, ASTM A48, and shall conform to Class No. 30.
2. A minimum of four stainless steel anchor bolts for the ring are required for the connection to manholes. A minimum of five stud bolts for anchoring of the waterproof lid shall be of 316 stainless steel. Seal between ring and cover shall be by a 5/16-inch neoprene “O” ring or equivalent.
3. Castings shall be clean, sound, and free of blow or sand holes or other defects.

E. Cleanout Fittings:
1. Pipe fittings shall be ductile iron and shall conform to ANSI A21.10 with a minimum pressure rating of 250 psi.
2. The cleanout casting shall conform to ASTM A48, Class 30.
3. Ductile Iron fittings shall be lined with factory installed Protecto 401 Ceramic Epoxy Lining by Induron or American Polybond Plus (fusion bonded epoxy and fusion bonded

polyethylene) or an approved equal, Lining primers, applications and thicknesses shall be in accordance with manufacturer's recommendations for sanitary sewer applications.

2.02 MANUFACTURED PRODUCTS

A. Precast Concrete Sections: Sections shall be as manufactured by Hanson Pipe and Products or CSR Hydroconduit or approved equal. Joints shall be sealed with "O" ring rubber gaskets.

B. Fiberglass Manholes: Prefabricated fiberglass manholes shall be in accordance with ASTM D3753. Dimension, shape and size shall conform to the details shown in the Drawings.

C. Manhole Rings and Covers: Manhole rings and covers shall be made in accordance with the most recent version of City of Lubbock Design Standards and Specifications.

3.00 EXECUTION

3.01 INSTALLATION

A. Manhole Base:

1. Precast Manhole Base: The applicable details as indicated in the Drawings shall apply. Place the manhole base at an elevation that allows the invert to match the pipe flowline.

    a. The precast manhole base shall form a water tight seal with the bottom of the manhole. This may be accomplished by placing a continuous 1-inch ring of epoxy grout or using a rubber gasket at the joint of the manhole and manhole base or other pre-approved methods.

2. Give the concrete portion of all inverts within the manholes a smooth steel trowel finish.

3. The first section of pipe extending out a minimum of 24 inches from each side of the manhole base shall be supported by lean concrete as part of the manhole base. No additional payment shall be made for this concrete cradle; the sum shall be included in the bid price for the manhole.

B. Fiberglass Manholes: Lower manhole barrel on to manhole base. Seal with manufacturer's gasket or approved sealant. Wrap joint with external sealing material, minimum 12-inch width.

C. Pipe connection for Fiberglass Manholes: Connections with between the pipe and manhole may be accomplished by methods listed below.

1. Cut manhole barrel for pipe penetrations following curvature of the pipe with a maximum of 1-inch clearance. Seal cut edges with resin. Hole may be circular or cutout with a semi-circular top, which extends to the bottom of the barrel.

2. Construct pipe stub outs as part of the prefabricated manhole. Install required sealant or gasket in stub out to ensure a watertight bond is achieved at the connection between the pipe and manhole.

D. Monolithic Manholes: Pour monolithic concrete manholes on the Site using specifically designed, re-usable plastic or metal forms. Pour manholes using 3000-psi concrete to provide a formed wall thickness of at least 8 inches. Monolithic manholes shall be

substantially water-tight when completed. Bases or footing for these manholes shall be as described above.

E. Inverts: Construct invert channels to provide a smooth waterway with no disruption of flow at the connection between the pipe and manhole.

F. Manhole Rings and Covers: Securely anchor the base of the manhole ring into a 6-inch minimum thickness precast concrete ring as indicated, and set on top of concentric manhole cone as a unit.

G. Cleanouts: Provide a cleanout at the ends of all sewer lines unless a manhole is provided at that point. Construct cleanouts in accordance with the details shown on the Drawings.

3.02 GROUTING

A. Use the mortar for grouting within 40 minutes after mixing. Discard mortar which has begun to take an initial set. Do not mix mortar with additional cement or new mortar.

3.03 FIELD QUALITY CONTROL

A. Manholes shall be tested by hydrostatic exfiltration or vacuum testing in accordance with Section 01 40 00 “Quality Management.” Manholes shall be tested after installation with all connections (existing and /or proposed) in place. Drop connections and gas sealing connections shall be installed prior to testing.

END OF SECTION

33 44 63 STORM WATER TREATMENT DEVICE

1.00 GENERAL

1.01 WORK INCLUDED

A. This item shall govern the furnishing and installation of the CDS® by Contech Engineered Solutions LLC, complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.

B. The Contractor shall furnish all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.

C. No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

1.02 QUALITY ASSURANCE

A. The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer

B. All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.

1.03 SUBMITTALS

A. The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.

B. The SWTD manufacturer shall submit to the Engineer of Record a “Manufacturer’s Performance Certification” certifying that each SWTD is capable of achieving the specified

removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research

2.00 PRODUCTS

2.01 MATERIALS

A. Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:

1. Concrete shall achieve a minimum 28-day compressive strength of 4,000 pounds per square-inch (psi);
2. Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO H-20 traffic loads;
3. Cement shall be Type III Portland Cement conforming to ASTM C 150;
4. Aggregates shall conform to ASTM C 33;
5. Reinforcing steel shall be deformed billet-steel bars, welded steel wire or deformed welded steel wire conforming to ASTM A 615, A 185, or A 497.
6. Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
7. Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.

B. Internal Components and appurtenances shall conform to the following:

1. Screen and support structure shall be manufactured of Type 316 and 316L stainless steel conforming to ASTM F 1267-01;
2. Hardware shall be manufactured of Type 316 stainless steel conforming to ASTM A 320;
3. Fiberglass components shall conform to the ASTM D-4097
4. Access system(s) conform to the following:
5. Manhole castings shall be designed to withstand AASHTO H-20 loadings and manufactured of cast-iron conforming to ASTM A 48 Class 30.

3.00 EXECUTION

3.01 INSTALLATION

A. The contractor shall exercise care in the storage and handling of the SWTD components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be borne by the contractor.

B. The SWTD shall be installed in accordance with the manufacturer's recommendations and related sections of the contract documents. The manufacturer shall provide the contractor

installation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense. A minimum of 72 hours notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.

C. The contractor shall fill all voids associated with lifting provisions provided by the manufacturer. These voids shall be filled with non-shrinking grout providing a finished surface consistent with adjacent surfaces. The contractor shall trim all protruding lifting provisions flush with the adjacent concrete surface in a manner, which leaves no sharp points or edges.

D. The contractor shall removal all loose material and pooling water from the SWTD prior to the transfer of operational responsibility to the Owner.

END OF SECTION

33 49 00 STORM DRAINAGE STRUCTURES

1.00 GENERAL

1.01 WORK INCLUDED

A. This item shall govern for the construction of manholes, inlets, and other drainage structures and appurtenances such as headwall and velocity dissipators, complete in place or to the stage detailed on the plans and the materials used therein, including excavation, installation, connections, backfilling, placement of the concrete and when required, the furnishing and installation of frames, grates, rings, covers, safety end treatments and any concrete curb and gutter indicated on the Drawings.

1.02 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Drawings and data covering structures and appurtenances (manholes, inlets, headwalls, frames, grates, energy dissipators, etc.), construction methods and sequence (precast, cast-in-place), and materials (bolts, nuts, plates, angles, etc.).
2. Aggregate types, gradations and physical characteristics for the Portland cement concrete mix.
3. Proposed proportioning of materials for the mortar mix.
4. Analysis and thickness calculations for temporary steel covers.

1.03 QUALITY ASSURANCE

A. The products shall meet the requirements of Section 01 40 00 “Quality Management.” and Section 03 30 00 “Cast-In-Place Concrete.”

1.04 STANDARDS

A. The applicable provisions of the standards listed in Section 03 30 00 “Cast-In-Place Concrete”, and the following standards shall apply as if written here in their entirety:

1. American Society of Testing and Materials (ASTM) Standards:

ASTM A27/ A27M-95(2000)	Standard Specification for Steel Casings, Carbon, for General Application
ASTM A48	Specification for Gray Iron Castings
ASTM A47M-99	Standard Specification for Ferritic Malleable Iron Castings
ASTM A536-99e1	Standard Specifications for Ductile Iron Castings
ASTM C478	Specification for Precast Reinforced Concrete Manhole Sections
ASTM D2240	Test Method for Rubber Property – Durometer Hardness
ASTM A21.10	American National Standard for Gray Iron and Ductile Iron Fittings, 3 through 48 Inches for Water and other Liquids
ASTM C76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

ASTM C33	Concrete Aggregates
ASTM C923	Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.

1.05 DELIVERY, STORAGE AND HANDLING

A. Do not store plastic pipe, and fittings in direct sunlight.

B. Protect pipe, pipe fittings, and seals from dirt and damage.

C. Handle all structures according to manufacturer's written rigging instructions.

D. Inspect precast concrete sections upon delivery and reject any cracked or otherwise visibly defective units.

2.00 PRODUCTS

2.01 MATERIALS

A. Portland Cement Concrete:

1. Portland cement concrete shall conform to Section 03 30 00 "Cast-In-Place Concrete", with the following classes:

a. Cast-in-Place Concrete: Class A.

b. Precast Concrete: Class C.

B. Mortar: Mortar shall be composed of 1 part Portland cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by conforming in other respects to the provisions of Section 03 30 00 "Cast-In-Place Concrete" for fine aggregate. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight (mass) of the total dry mix.

C. Reinforcement and Steel: Reinforcing Steel shall conform to Section 03 21 00 "Reinforcing Steel".

D. Miscellaneous Items: Cast iron for supports, steps and inlet units shall conform to the shape and dimensions indicated on the Drawings. The casting shall be clean and perfect, free from sand or blowholes or other defects. Cast iron castings shall meet the requirements of ASTM A48, Class 30. Steel for temporary covers when used with stage construction shall be adequate for the loads imposed.

2.02 CONCRETE PIPE AND FITTINGS

A. Reinforced-Concrete Sewer Pipe and Fittings shall conform to Section 33 05 01.07 "Low Head Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe".

2.03 MANHOLES

A. Precast Concrete Manholes shall conform to Section 33 39 13 "Sewage Manholes, Frames and Covers.

1. Manhole Frames and Covers shall conform to City of Lubbock Standards and Specifications section 8.11.04.D.xii.

3.00 EXECUTION

A. All concrete work shall be performed in accordance with Section 03 30 00 “Cast-In-Place Concrete.” Forms will be required for all cast-in-place concrete walls, except where the nature of the surrounding materials is such that it can be trimmed to a smooth vertical face (the outside form for concrete bases). Where cast-in-place concrete is used in wall construction of storm sewers, the Steps shall be cast into the wall the concrete is placed.

B. Construct manholes, inlets, headwall and velocity dissipators for precast concrete storm drain conduits as soon as practicable after conduits into or through the structure locations are completed. All conduits shall be cut neatly at the inside or outside face of the walls of the structures and pointed up with mortar.

C. Bases for cast in place inlets may be placed prior to or at the Contractor's option after the sewer is constructed.

D. Bases for box sewers shall be cast as an integral part of the sewer. The manholes may be constructed prior to backfilling or if the Contractor so elects, the manhole opening may be covered temporarily with a steel plate to facilitate the compaction of backfill for the sewer as a whole. Thereafter, required excavation for the inlet shall be made and the inlet constructed and backfilled.

E. The inverts passing out or through an inlet shall be shaped and grouted across the floor of the inlet as indicated on the Drawings. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

F. All miscellaneous structures shall be completed in accordance with the details indicated on the Drawings. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the Engineer or designated representative.

G. Energy dissipators and headwalls shall be constructed in accordance with details shown in the drawings.

END OF SECTION

APPENDIX A

NWLDIP Blue Sky Lateral

Geotechnical Report

Geotechnical Engineering Report

NWLDIP Blue Star Lateral
Lubbock, Texas
August 16, 2022
Terracon Project No. AR215061

Prepared for:
Freese and Nichols, Inc.
Lubbock, Texas

Prepared by:
Terracon Consultants, Inc.
Lubbock, Texas

August 16, 2022

Freese and Nichols, Inc.
1500 Broadway Street, Suite 1150
Lubbock, Texas 79401

Attn: Ms. Heather R. Keister, P.E., CFM
P: (806) 686-2706
E: Heather.kiester@freese.com

Re: Geotechnical Engineering Report
NWLDIP Blue Star Lateral
Northwest Lubbock
Lubbock, Texas
Terracon Project No. AR215061

Dear Ms. Keister:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon proposal No. PAR215061 dated August 17, 2021. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs and pavement for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.
Texas Registration #3272



Maverick P. Rubin
Geotechnical Field Engineer

2022.08.16
Jerry T. Sayson, P.E.
Geotechnical Department Manager

Reviewed by
FOR
Arin Barkataki, P.E. (TX)
Principal

REPORT TOPICS

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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the ***GeoReport*** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report

NWLDIP Blue Star Lateral
Northwest Lubbock
Lubbock, Texas

Terracon Project No. AR215061
August 16, 2022

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the NWLDIP Blue Star Lateral to be located at Northwest Lubbock in Lubbock, Texas. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site Preparation and earthwork
- Foundation design and construction

The geotechnical engineering scope of services for this portion of the project included the advancement of four test borings to depths of approximately 25 feet below existing site grades.

Maps showing the site and boring locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs and in the **Exploration Results** section.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration.

Item	Description
Parcel Information	The proposed alignment begins on 4th Street and Indiana Avenue and ends at Erskine Street and Indiana Avenue. (See **Site Location**)
Existing Improvements	The project site an existing roadway.
Current Ground Cover	Asphaltic pavement.
Existing Topography	Relatively level.

PROJECT DESCRIPTION

Item	Description
Information Provided	The information provided via e-mail dated on January 20, 2020 and August 5, 2021 by Ms. Keister.
Project Description	The project will include the design and construction of a tower inlet structure, lateral pipe extensions, connections to stub outs, and erosion control system for the playa along the alignment.
Below Grade Structures	None Anticipated.

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section and the GeoModel can be found in the **Figures** section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	**Sandy Lean Clay**	Stiff to very stiff
2	**Poorly Graded Sand with Silt and Gravel**	Medium dense to very dense
3	**Clayey Gravel**	Medium dense to dense
4	**Clayey Sand**	Medium dense
5	**Silty Sand**	Loose to dense

The borings were advanced in the dry using hollow stem augers that allow short term groundwater observations to be made while drilling. Groundwater seepage was not observed within the maximum drilling depth at the time of our field exploration.

Groundwater conditions may be different at the time of construction. Groundwater conditions may change because of seasonal variations in rainfall, runoff and other conditions not apparent at the time of drilling. The granular soils can easily transmit water after a precipitation event.

GEOTECHNICAL OVERVIEW

The near surface soils could become unstable with typical earthwork and construction traffic, especially after precipitation events. The effective drainage should be completed early in the construction sequence and maintained after construction to avoid potential issues with water ponding. Additional site preparation recommendations including subgrade preparation and fill placement are provided in the **Earthwork** section.

The **General Comments** section provides an understanding of the report limitations.

EARTHWORK

Earthwork is anticipated to include clearing, over-excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for structure foundations.

General Site Preparation

Remove existing pavement soil from the proposed project area to design excavation depth of the drainage structures. Exposed surfaces should be free of mounds and depressions which could prevent uniform compaction. The stripped materials consisting of deleterious materials should be wasted from the site or used in landscaped areas or exposed slopes after completion of grading operations.

Structural Fill Material Types

Structural fill is material used below, or within 3 feet of structures, or constructed slopes. Earthen materials used for structural fill should meet the material property requirements shown below.

Soil Type [1]	USCS Classification	Required Parameters (for Structural Fill)
On-Site Soils	CL, SP-SM, GC, SC, SM	On-site soils are suitable for use as structural fill.
Imported Fill	SC, CL	Clean soil (free of deleterious material and debris), with liquid limits (LL) less than 35, plasticity index (PI) less than 15 and no rock greater than 4 inches in maximum dimension

1. Structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.

Temporary Construction Slopes

All excavations must comply with the applicable Federal, State, and local safety regulations and codes, and especially with the excavation standards of the Occupational Safety and Health Administration (OSHA). According to the OSHA soil classification, the on-site materials are generally classified as Type B soils. Temporary slopes of 1H:1V may be used. Construction site safety, including excavation safety, is the sole responsibility of the Contractor as part of its overall responsibility for the mean, methods, and sequencing of construction operations.

Terracon's recommendations for excavation support are intended for the Client's use in planning the project, and in no way relieve the Contractor of its responsibility to construct, support, and maintain safe slopes. Under no circumstances should the following recommendations be interpreted to mean that Terracon is assuming responsibility for either construction site safety or the Contractor's activities.

Gravel and sand layers along with sandy lean clay were encountered in the borings with depths starting from the ground surface to 15 feet below ground surface (bgs) extending to the respective termination depths. We caution that this type of subsurface materials has potential for caving in during excavation. If workmen are expected to work in trenches, trenches need to be sloped back or trench boxes or shoring need to be installed in accordance with OSHA 1926 requirements during construction.

Compaction Requirements

Structural fill should meet the following compaction requirements.

Item	Compaction Criteria
Subgrade preparation to receive fill	Surface scarified to a minimum depth of 10 inches and compacted to criteria below.
Maximum Lift Thickness	6 inches in compacted state 9 inches in loose state

SOIL INFORMATION

The following soil information were derived from correlations of field and laboratory test results.

SOIL INFORMATION							
Location	**Depth, ft bgs**	**Soil Classification**	**Unit Weight, (pcf)**	**Cohesion, (psf)**	**Internal Friction Angle Φ (Degrees)**	**Passive Pressure, psf**	**Active Pressure, psf**

B1	25	Clayey Gravel with Sand	125	--	35	11,525	850
B2	25	Poorly Graded Sand with Silt and Gravel	130	--	38	13,650	775
B4	25	Silty Sand	130	--	38	13,650	775
B4	25	Silty Sand	120	--	34	10,600	850

BEARING CAPACITY

BEARING CAPACITY RECOMMENDATIONS						
Location	**Depth, ft bgs**	**Soil Classification**	**Unit Weight, (pcf)**	**Cohesion, (psf)**	**Internal Friction Angle Φ (Degrees)**	**Net Allowable Bearing Capacity, psf**
B1	25	Clayey Gravel with Sand	125	--	35	6,000
B2	25	Poorly Graded Sand with Silt and Gravel	130	--	38	10,000
B3	25	Poorly Graded Sand with Silt and Gravel	130	--	38	10,000
B4	25	Silty Sand	120	--	34	5,500

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we

can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

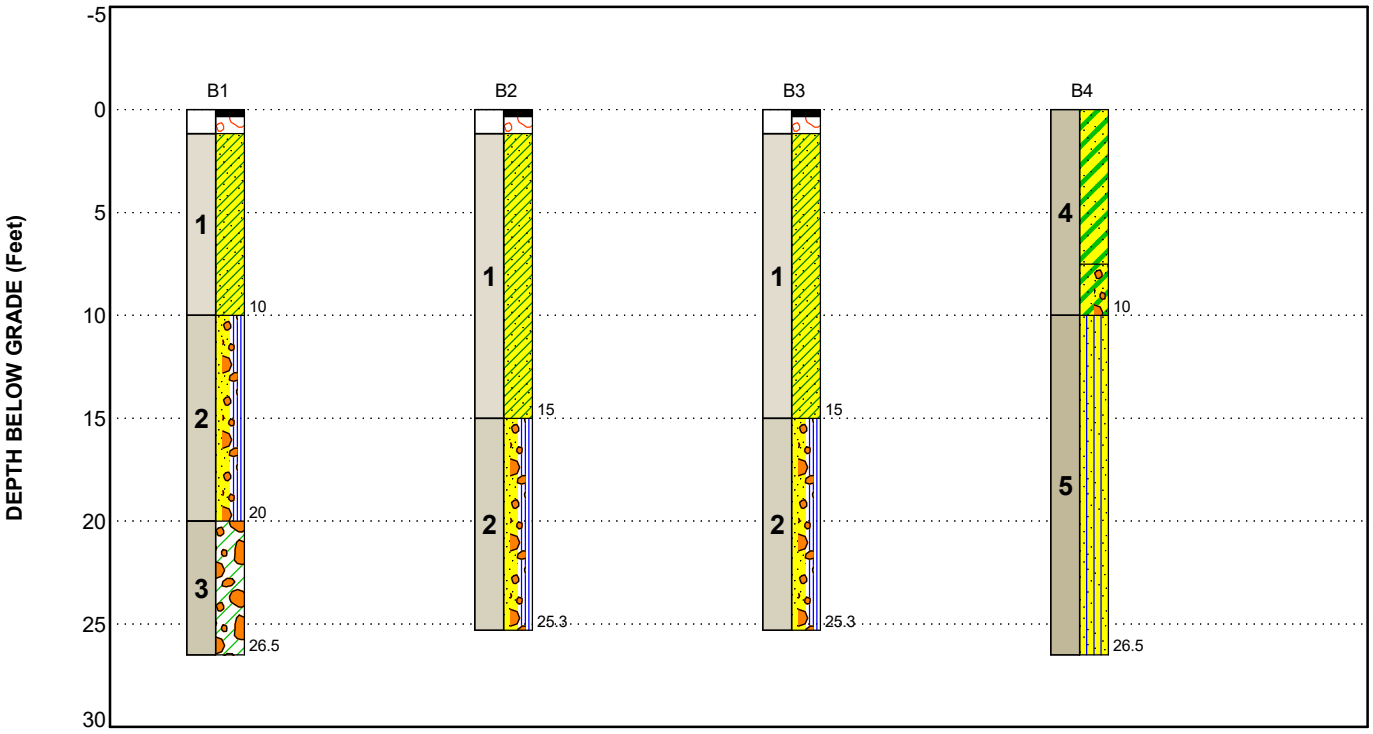
FIGURES

Contents:

GeoModel

GEOMODEL

NWLDIP Blue Sky Lateral ■ Lubbock, TX
Terracon Project No. AR215061



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Sandy Lean Clay	Stiff to very stiff
2	Poorly Graded Sand with Silt and Gravel	Medium dense to very dense
3	Clayey Gravel	Medium dense to dense
4	Clayey Sand	Medium dense
5	Silty Sand	Loose to dense

LEGEND

- Asphalt
- Aggregate Base Course
- Sandy Lean Clay
- Poorly-graded Sand with Silt and Gravel
- Clayey Gravel
- Clayey Sand
- Clayey Sand with Gravel
- Silty Sand

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Borings	Boring Depth (feet) [1]	Location
4	25.3 to 26.5	Planned Drainage Alignment

1. Below ground surface.

Boring Layout and Elevations: Terracon personnel provided the boring layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ±10 feet).

Subsurface Exploration Procedures: We drilled soil borings with a truck-mounted drill rig using continuous flight augers. Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling was performed using split-barrel sampling procedure. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. The exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- Moisture Content Measurements (ASTM D2216)
- Grain Size Analysis (ASTM D422)
- Atterberg Limits (ASTM D4318)

The laboratory testing program included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

NWLDIP Blue Star Lateral ■ Lubbock, Texas
August 16, 2022 ■ Terracon Project No. AR215061

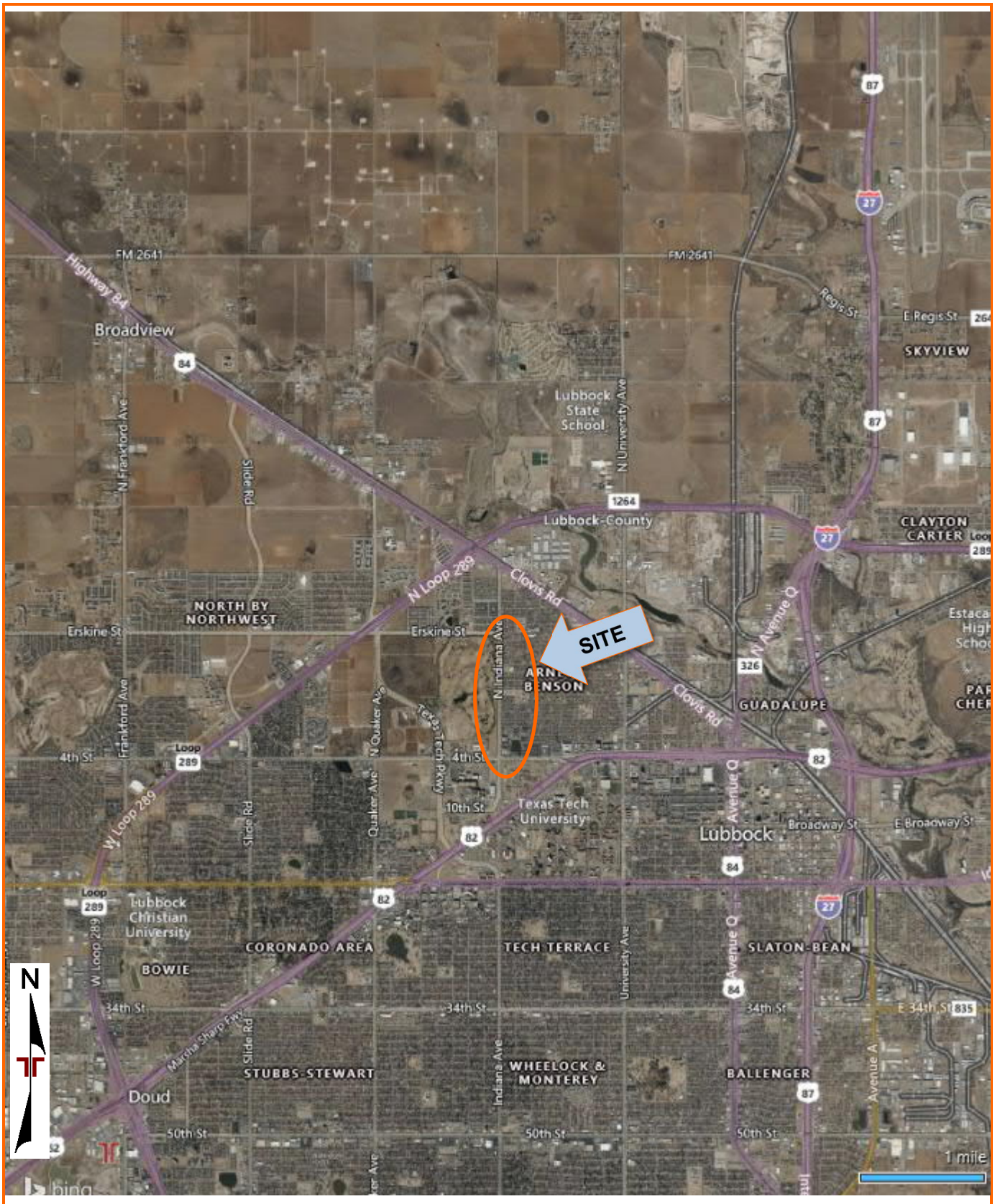


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

Boring Logs (B1 thru B4)
Atterberg Limits
Grain Size Distribution (4 pages)

Note: All attachments are one page unless noted above.

BORING LOG NO. B1

PROJECT: NWLDIP Blue Sky Lateral

CLIENT: Freese and Nichols, Inc.
Lubbock, TX

SITE: Indiana Avenue
Lubbock, TX

LOCATION See Exploration Plan

Latitude: 33.6046° Longitude: -101.8878°

MODEL LAYER	DEPTH		DEPTH (Ft.)	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST: TEST TYPE	STRENGTH TEST: COMPRESSIVE STRENGTH (tsf)	STRENGTH TEST: STRAIN (%)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS: LL-PL-PI	PERCENT FINES
	0.3	HOT MIX ASPHALT (HMAC) Course, 4" thickness										
	1.2	**AGGREGATE BASE COURSE**, 10" thickness										
1		**SANDY LEAN CLAY (CL)**, brown to reddish brown, stiff			6-4-4 N=8							
					4-5-4 N=9				11.2		30-11-19	51
			5		5-5-5 N=10							
					5-6-9 N=15							
	10.0		10		50/2"							
2		**POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)**, reddish brown, very dense to medium dense	15		6-6-9 N=15							
	20.0		20		7-10-14 N=24				18.6		32-15-17	12
3		**CLAYEY GRAVEL (GC)**, reddish brown, medium dense to dense	25		7-15-19 N=34							
	26.5	***Boring Terminated at 26.5 Feet***										

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow stem augers

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with asphalt

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes:

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
5847 50th St
Lubbock, TX

Boring Started: 05-25-2022 | Boring Completed: 05-25-2022

Drill Rig: B-48 | Driller: RC

Project No.: AR215061

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

BORING LOG NO. B2

PROJECT: NWLDIP Blue Sky Lateral

CLIENT: Freese and Nichols, Inc.
Lubbock, TX

SITE: Indiana Avenue
Lubbock, TX

LOCATION See Exploration Plan

Latitude: 33.6007° Longitude: -101.8878°

MODEL LAYER	GRAPHIC LOG	DEPTH	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST: TEST TYPE	STRENGTH TEST: COMPRESSIVE STRENGTH (tsf)	STRENGTH TEST: STRAIN (%)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS: LL-PL-PI	PERCENT FINES
		0.3											
		1.2											
1						6-4-3 N=7							
						5-4-4 N=8							
			5			5-5-5 N=10							
						5-6-7 N=13				10.2		35-12-23	68
			10			5-10-14 N=24							
		15.0	15			8-12-14 N=26				25.4		NP	11
2			20			19-12-16 N=28							
		25.3	25			50/4"							

DEPTH

0.3 HOT MIX ASPHALT (HMAC) Course, 4" thickness

1.2 **AGGREGATE BASE COURSE**, 10" thickness

SANDY LEAN CLAY (CL), brown to reddish brown, medium stiff to very stiff

15.0 **POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)**, reddish brown, medium dense to very dense

25.3 ***Boring Terminated at 25.3 Feet***

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow stem augers

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with asphalt

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes:

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
5847 50th St
Lubbock, TX

Boring Started: 05-25-2022 | Boring Completed: 05-25-2022

Drill Rig: B-48 | Driller: RC

Project No.: AR215061

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

BORING LOG NO. B3

PROJECT: NWLDIP Blue Sky Lateral

CLIENT: Freese and Nichols, Inc.
Lubbock, TX

SITE: Indiana Avenue
Lubbock, TX

LOCATION See Exploration Plan

Latitude: 33.5962° Longitude: -101.8878°

MODEL LAYER	GRAPHIC LOG	DEPTH	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST: TEST TYPE	STRENGTH TEST: COMPRESSIVE STRENGTH (tsf)	STRENGTH TEST: STRAIN (%)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS: LL-PL-PI	PERCENT FINES
		0.3											
		1.2											
1						4-4-4 N=8							
						3-4-4 N=8							
			5			3-4-4 N=8				11.0		26-11-15	57
						5-8-9 N=17							
			10			5-5-6 N=11				11.1		31-12-19	57
			15			9-13-16 N=29							
2			20			9-14-14 N=28							
		15.0											
		25.3	25			50/4"							

0.3 HOT MIX ASPHALT (HMAC) Course, 4" thickness

1.2 **AGGREGATE BASE COURSE**, 10" thickness

SANDY LEAN CLAY (CL), brown to reddish brown, stiff to very stiff

15.0 **POORLY GRADED SAND WITH SILT AND GRAVEL (SP-SM)**, reddish brown, medium dense to very dense

25.3 ***Boring Terminated at 25.3 Feet***

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow stem augers

Abandonment Method:
Boring backfilled with Auger Cuttings
Surface capped with asphalt

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes:

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
5847 50th St
Lubbock, TX

Boring Started: 05-25-2022 | Boring Completed: 05-25-2022

Drill Rig: B-48 | Driller: RC

Project No.: AR215061

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/17/22

BORING LOG NO. B4

PROJECT: NWLDIP Blue Sky Lateral

CLIENT: Freese and Nichols, Inc.
Lubbock, TX

SITE: Indiana Avenue
Lubbock, TX

LOCATION See Exploration Plan

Latitude: 33.5943° Longitude: -101.8863°

MODEL LAYER	GRAPHIC LOG	DEPTH	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	STRENGTH TEST: TEST TYPE	STRENGTH TEST: COMPRESSIVE STRENGTH (tsf)	STRENGTH TEST: STRAIN (%)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS: LL-PL-PI	PERCENT FINES
4		**CLAYEY SAND (SC)**, brown to reddish brown, medium dense				4-6-7 N=13							
						4-4-5 N=9							
			5			5-5-7 N=12				9.6		27-12-15	44
		7.5											
		CLAYEY SAND WITH GRAVEL (SC), reddish brown, medium dense				5-4-6 N=10				6.8		24-16-8	34
		10.0											
5		**SILTY SAND (SM)**, reddish brown, loose to dense	10			6-3-5 N=8				4.3		NP	29
			15			5-5-6 N=11				9.1		NP	41
			20			9-14-19 N=33							
			25			13-13-16 N=29							
		26.5											
		Boring Terminated at 26.5 Feet											

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Hollow stem augers

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes:

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
5847 50th St
Lubbock, TX

Boring Started: 05-25-2022 | Boring Completed: 05-25-2022

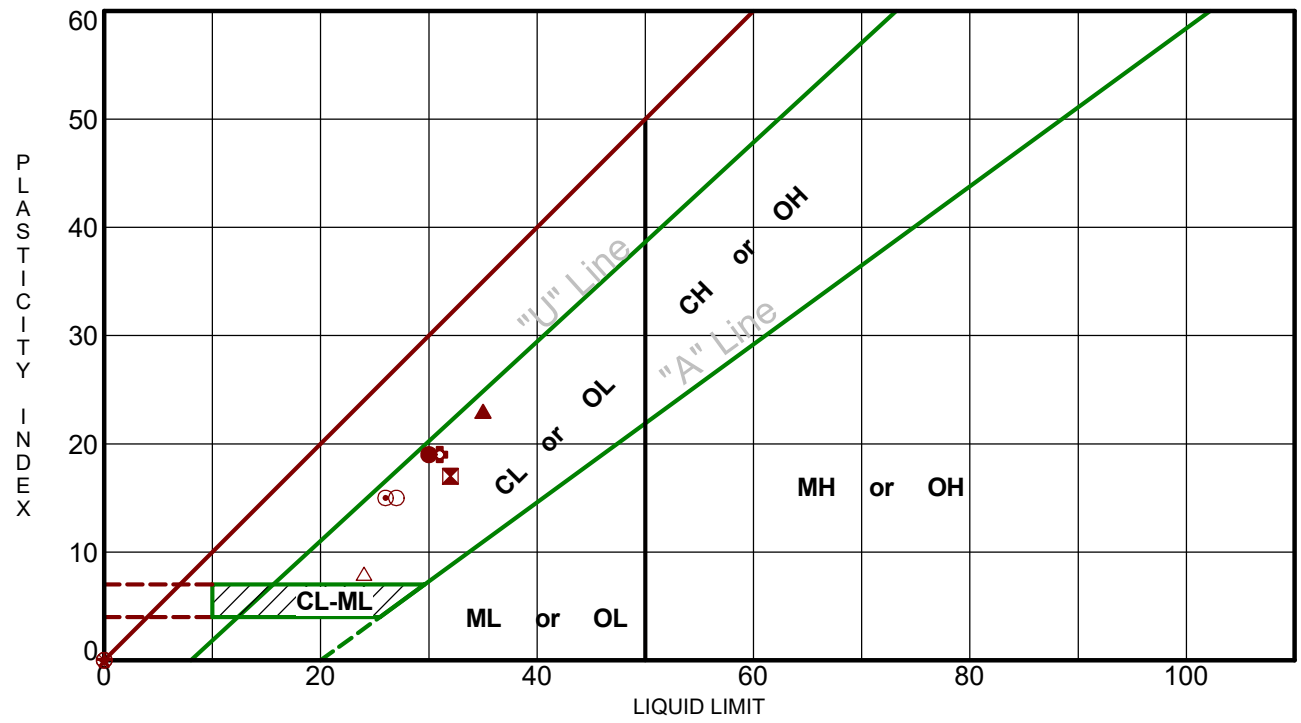
Drill Rig: B-48 | Driller: RC

Project No.: AR215061

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

ATTERBERG LIMITS RESULTS

ASTM D4318



Boring ID		Depth (Ft)	LL	PL	PI	Fines	USCS	Description
●	B1	2.5 - 4	30	11	19	51.3	CL	SANDY LEAN CLAY
⊠	B1	20 - 21.5	32	15	17	12.4	GC	CLAYEY GRAVEL with SAND
▲	B2	7.5 - 9	35	12	23	67.7	CL	SANDY LEAN CLAY
★	B2	15 - 16.5	NP	NP	NP	10.8	SP-SM	POORLY GRADED SAND with SILT and GRAVEL
⊙	B3	5 - 6.5	26	11	15	56.5	CL	SANDY LEAN CLAY
✿	B3	10 - 11.5	31	12	19	57.3	CL	SANDY LEAN CLAY
○	B4	5 - 6.5	27	12	15	44.2	SC	CLAYEY SAND
△	B4	7.5 - 9	24	16	8	33.7	SC	CLAYEY SAND with GRAVEL
⊗	B4	10 - 11.5	NP	NP	NP	29.1	SM	SILTY SAND
⊕	B4	15 - 16.5	NP	NP	NP	40.7	SM	SILTY SAND

PROJECT: NWLDIP Blue Sky Lateral

PROJECT NUMBER: AR215061

SITE: Indiana Avenue
Lubbock, TX

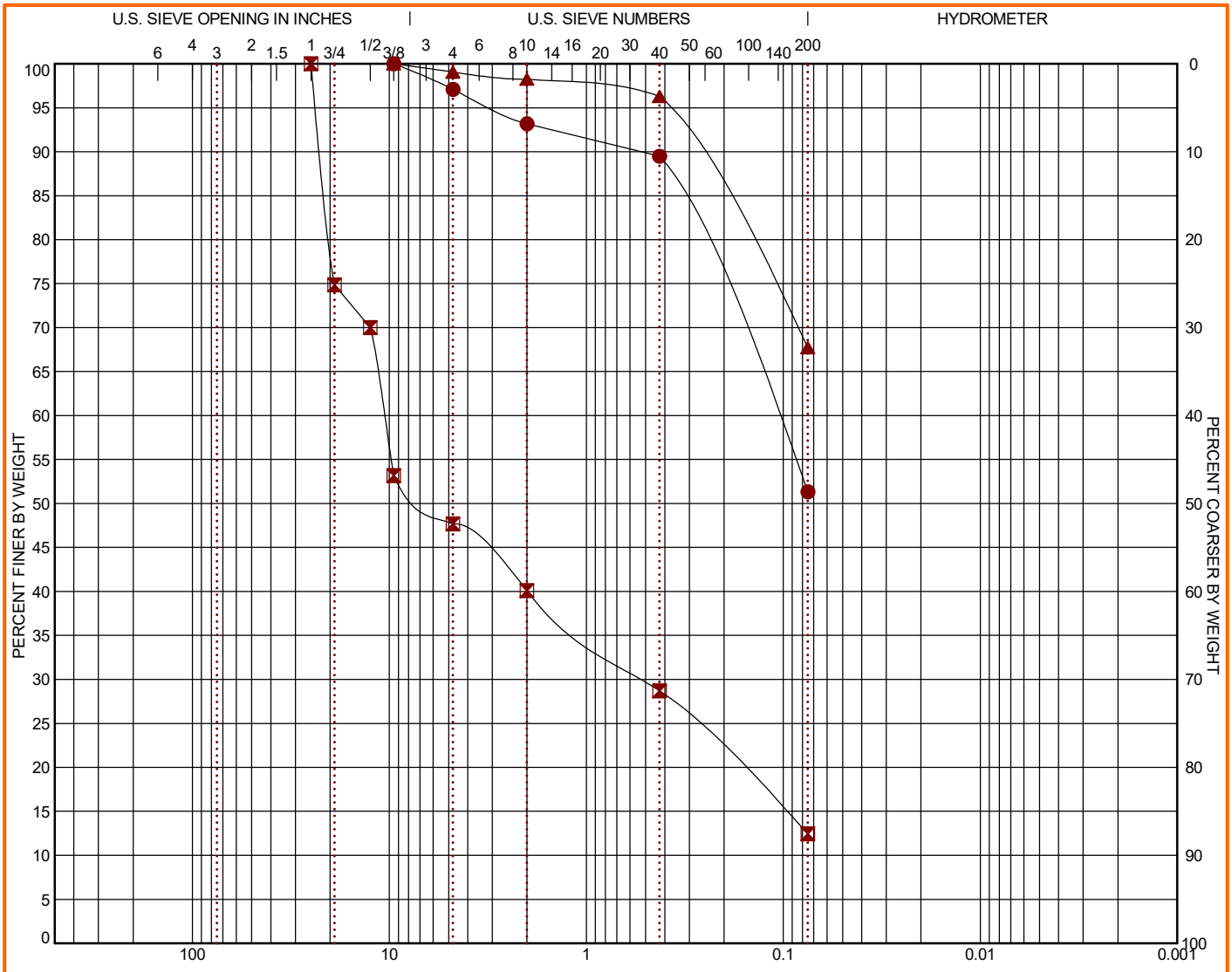
Terracon
5847 50th St
Lubbock, TX

CLIENT: Freese and Nichols, Inc.
Lubbock, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. ATTERBERG LIMITS AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
●	B1	2.5 - 4	0.0	2.9	45.7		51.3		CL
⊠	B1	20 - 21.5	0.0	52.3	35.3		12.4		GC
▲	B2	7.5 - 9	0.0	0.9	31.3		67.7		CL

GRAIN SIZE	●	⊠	▲
D_{60}	0.111	10.619	
D_{30}		0.506	
D_{10}			

COEFFICIENTS	●	⊠	▲
C_C		0.42	
C_U		183.40	

●		⊠		▲	
Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
3/8"	100.0	1"	100.0	3/8"	100.0
#4	97.08	3/4"	74.85	#4	99.05
#10	93.18	1/2"	70.0	#10	98.24
#40	89.49	3/8"	53.18	#40	96.28
#200	51.33	#4	47.7	#200	67.72
		#10	40.11		
		#40	28.71		
		#200	12.43		

SOIL DESCRIPTION	
●	SANDY LEAN CLAY (CL)
⊠	CLAYEY GRAVEL with SAND (GC)
▲	SANDY LEAN CLAY (CL)

REMARKS	
●	
⊠	
▲	

PROJECT: NWLDIP Blue Sky Lateral

PROJECT NUMBER: AR215061

SITE: Indiana Avenue
Lubbock, TX

Terracon
5847 50th St
Lubbock, TX

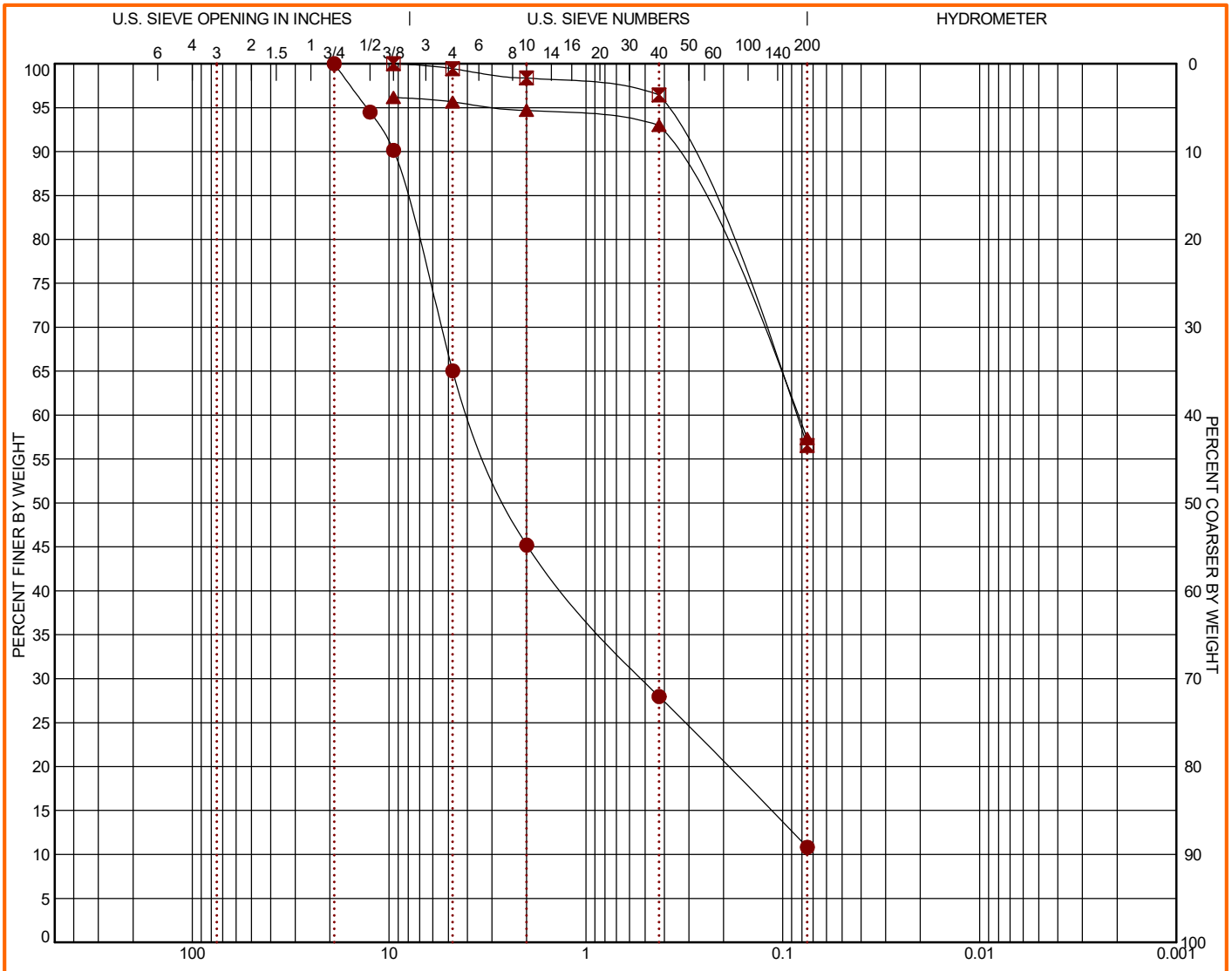
CLIENT: Freese and Nichols, Inc.
Lubbock, TX

GRAIN SIZE: USCS 1 AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT.

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
●	B2	15 - 16.5	0.0	35.0	54.2		10.8		SP-SM
⊠	B3	5 - 6.5	0.0	0.6	42.9		56.5		CL
▲	B3	10 - 11.5		0.5	38.3		57.3		CL

GRAIN SIZE	●	⊠	▲
D_{60}	3.812	0.087	0.085
D_{30}	0.51		
D_{10}			

COEFFICIENTS	●	⊠	▲
C_C	0.99		
C_U	55.22		

●		⊠		▲	
Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
3/4"	100.0	3/8"	100.0	3/8"	96.15
1/2"	94.48	#4	99.43	#4	95.64
3/8"	90.14	#10	98.37	#10	94.7
#4	65.04	#40	96.44	#40	92.98
#10	45.21	#200	56.54	#200	57.34
#40	27.97				
#200	10.82				

SOIL DESCRIPTION	
●	POORLY GRADED SAND with SILT and
⊠	SANDY LEAN CLAY (CL)
▲	SANDY LEAN CLAY (CL)

REMARKS	
●	
⊠	
▲	

PROJECT: NWLDIP Blue Sky Lateral

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SITE: Indiana Avenue
Lubbock, TX

Terracon
5847 50th St
Lubbock, TX

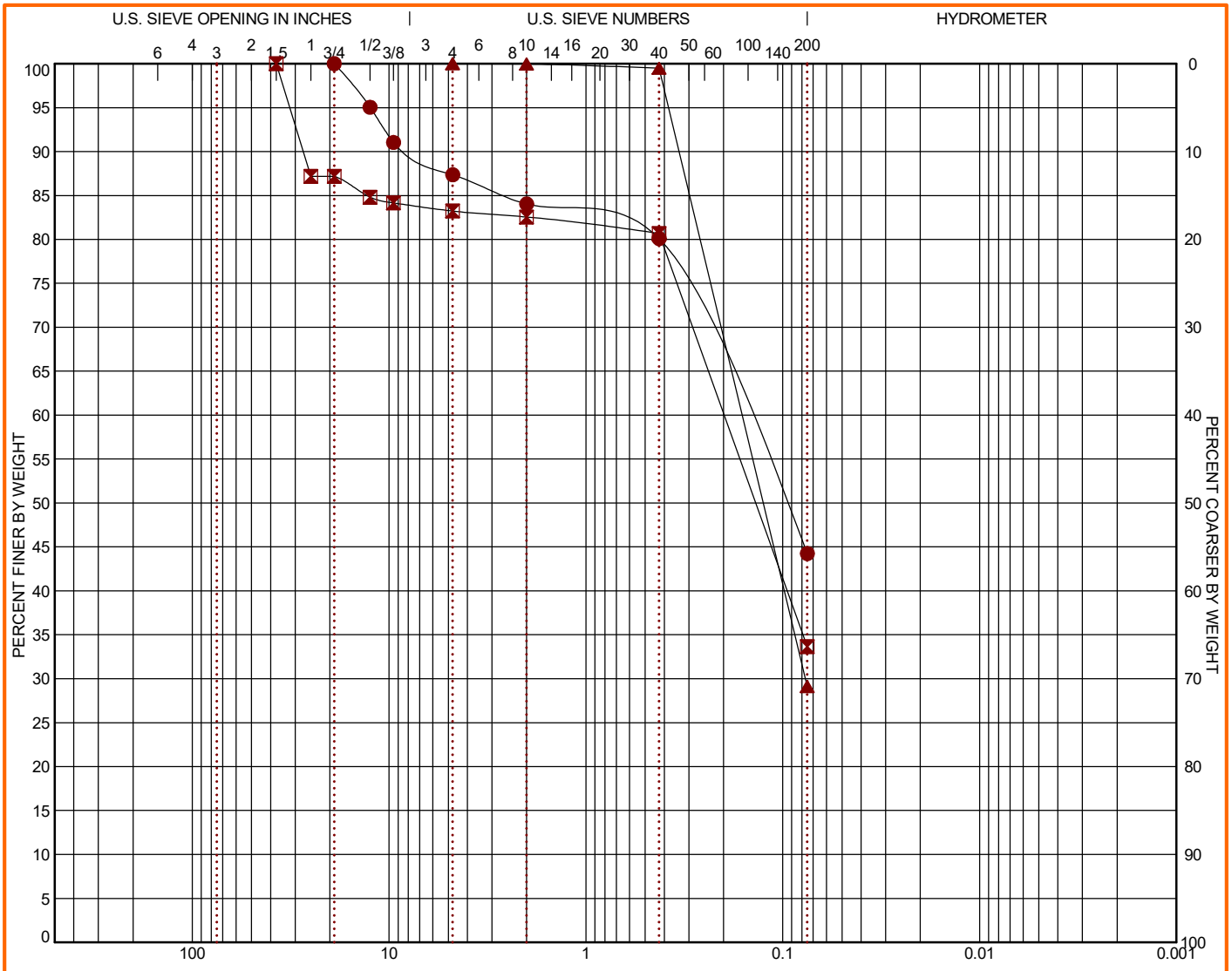
CLIENT: Freese and Nichols, Inc.
Lubbock, TX

GRAIN SIZE: USCS 1 AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT.

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
●	B4	5 - 6.5	0.0	12.6	43.1		44.2		SC
⊠	B4	7.5 - 9	0.0	16.8	49.6		33.7		SC
▲	B4	10 - 11.5	0.0	0.0	70.9		29.1		SM

GRAIN SIZE	●	⊠	▲
D_{60}	0.161	0.198	0.161
D_{30}			0.077
D_{10}			

COEFFICIENTS	●	⊠	▲
C_C			
C_U			

●		⊠		▲	
Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
3/4"	100.0	1 1/2"	100.0	#4	100.0
1/2"	95.04	1"	87.18	#10	99.96
3/8"	91.04	3/4"	87.18	#40	99.48
#4	87.36	1/2"	84.81	#200	29.11
#10	84.03	3/8"	84.15		
#40	80.1	#4	83.23		
#200	44.25	#10	82.55		
		#40	80.68		
		#200	33.65		

SOIL DESCRIPTION	
●	CLAYEY SAND (SC)
⊠	CLAYEY SAND with GRAVEL (SC)
▲	SILTY SAND (SM)

REMARKS	
●	
⊠	
▲	

PROJECT: NWLDIP Blue Sky Lateral

PROJECT NUMBER: AR215061

SITE: Indiana Avenue
Lubbock, TX

Terracon
5847 50th St
Lubbock, TX

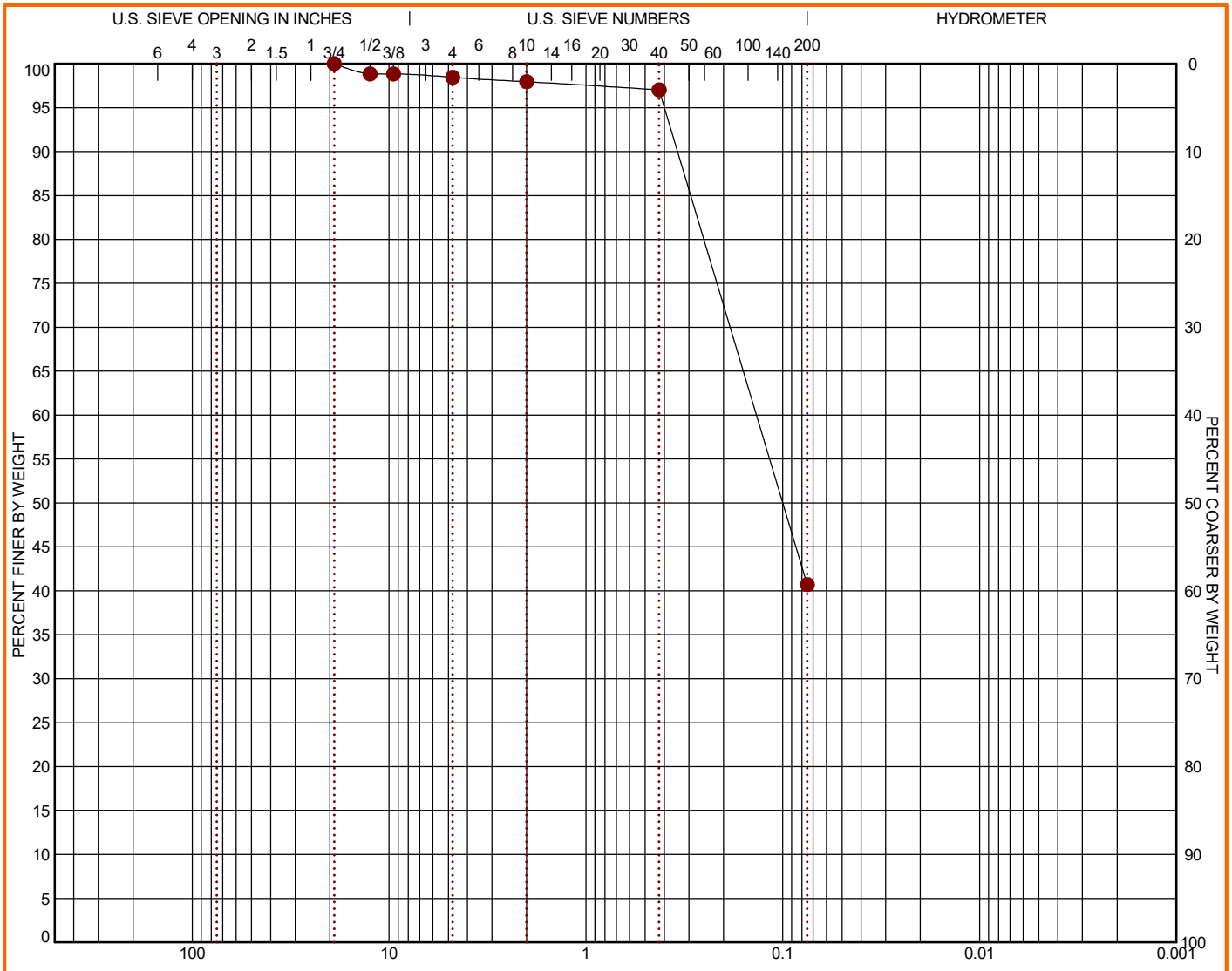
CLIENT: Freese and Nichols, Inc.
Lubbock, TX

GRAIN SIZE: USCS 1 AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT.

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
●	B4	15 - 16.5	0.0	1.6	57.7		40.7		SM

GRAIN SIZE			
	●		
D_{60}	0.136		
D_{30}			
D_{10}			

COEFFICIENTS			
	●		
C_C			
C_U			

● Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
3/4"	100.0				
1/2"	98.83				
3/8"	98.83				
#4	98.45				
#10	97.94				
#40	97.02				
#200	40.7				

SOIL DESCRIPTION	
●	SILTY SAND (SM)

REMARKS	
●	

PROJECT: NWLDIP Blue Sky Lateral

PROJECT NUMBER: AR215061

SITE: Indiana Avenue
Lubbock, TX

Terracon
5847 50th St
Lubbock, TX

CLIENT: Freese and Nichols, Inc.
Lubbock, TX

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS 1 AR215061 NWLDIP BLUE SKY L.GPJ TERRACON_DATATEMPLATE.GDT 8/16/22

SUPPORTING INFORMATION

Contents:

Unified Soil Classification System
General Notes to Log Terms

Note: All attachments are one page unless noted above.

DESIGN OF BLUE SKY LATERAL

STORM DRAIN LATERAL EXTENSION TO THE NWLDIP SYSTEM

INDIANA LATERAL (STA 00+58.55 TO 65+39.15)

FINAL SUBMITTAL

CITY COUNCIL

TRAY PAYNE	MAYOR
CHRISTY MARTINEZ-GARCIA	DISTRICT 1
SHELIA PATTERSON HARRIS	DISTRICT 2
MARK W. MCBRAYER	DISTRICT 3
STEVE MASSENGALE	DISTRICT 4
DR. JENNIFER WILSON	DISTRICT 5
LATRELLE JOY	DISTRICT 6

CITY MANAGER:
W. JARRETT ATKINSON

DIVISION DIRECTOR OF ENGINEERING/CITY ENGINEER:
MICHAEL G. KEENUM, P.E., C.F.M.

ASSISTANT CITY ENGINEER/ CAPITAL PROJECTS AND DESIGN:
JOSH KRISTINEK, P.E.

CIP: 92743

CONTRACT: 17649

FREESE AND NICHOLS
1500 Broadway Street, Suite 206
Lubbock, Texas 79401
Phone - (806) 686-2700
Web - www.freese.com

SEPTEMBER 2023

FNI PROJECT #: LUB22311

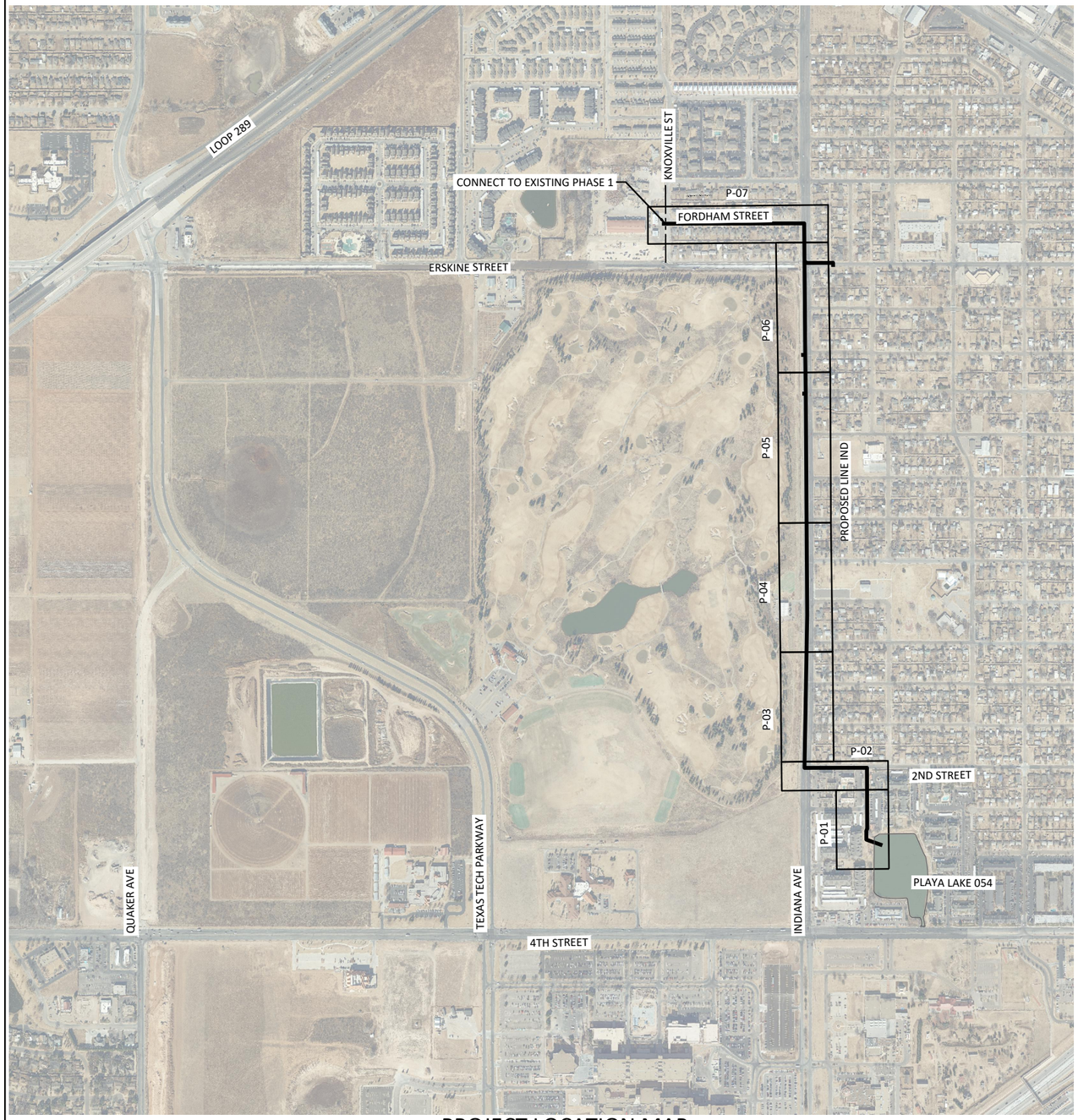
STATE OF TEXAS
HEATHER RAE KEISTER
100095
LICENSED PROFESSIONAL ENGINEER

09/12/2023

Freese and Nichols, Inc.
Texas Registered Engineering firm F-2144

FINAL SUBMITTAL

Plot Date: ??? Plot By: ???



PROJECT LOCATION MAP

SHEET INDEX

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--	COVER	.
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G-03	GENERAL NOTES (1 OF 2)	3
G-04	GENERAL NOTES (2 OF 2)	4
G-05	INDEX AND LEGEND	5
G-06	DESIGN SURVEY HORIZONTAL AND VERTICAL CONTROL	6
G-07	HORIZONTAL ALIGNMENT DATA SHEET	7
G-08	GEOTECH BORE LOCATIONS	8
G-09	ALLOWABLE PIPE MATERIALS	9
G-10	DRAINAGE AREA MAP AND HYDROLOGIC DATA	10
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Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

FREESE NICHOLS
1500 Broadway Street
Suite 206
Lubbock, Texas 79401
Phone - [806) 686-2700
Web - www.freese.com

09/12/2023

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

SHEET INDEX AND VICINITY MAP

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
FILE NAME	GN-ALL-OA-INDEX.dwg

NO.	ISSUE	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET G-02

SEQ. 2

ACAD Rel: 24.2s (LMS Tech)
Filename: N:\SW\Drawings\1. General\GN-ALL-OA-INDEX.dwg
Last Saved: 9/12/2023 11:08 AM Saved By: 08119

Plot Date: 9/12/2023 11:24 AM Plot By: 08119 Filename: N:\SW\Drawings\1. General\GN-ALL-OA-INDEX.dwg

GENERAL CONSTRUCTION

TESTING AND INSPECTION OF MATERIALS SHALL BE PERFORMED BY A COMMERCIAL TESTING LABORATORY APPROVED BY THE CITY. CONTRACTOR SHALL FURNISH MATERIALS OR SPECIMENS FOR TESTING, AND SHALL FURNISH SUITABLE EVIDENCE THAT THE MATERIALS PROPOSED TO BE INCORPORATED INTO THE WORK ARE IN ACCORDANCE WITH THE SPECIFICATIONS.

CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.

CONTRACTOR MUST KEEP AVAILABLE ON-SITE AT ALL TIMES APPROVED CONSTRUCTION PLANS AND COPIES OF ANY REQUIRED PERMITS ALONG WITH THE CURRENT VERSIONS OF THE FOLLOWING REFERENCES: CITY OF LUBBOCK ENGINEERING STANDARDS AND SPECIFICATIONS, TXDOT SPECIFICATIONS, TXDOT STANDARD DRAWINGS.

ALL SHOP DRAWINGS, WORKING DRAWINGS OR OTHER DOCUMENTS WHICH REQUIRE REVIEW BY THE CITY SHALL BE SUBMITTED BY THE CONTRACTOR SUFFICIENTLY IN ADVANCE OF SCHEDULED CONSTRUCTION TO ALLOW NO LESS THAN 14 CALENDAR DAYS FOR REVIEW AND RESPONSE BY THE CITY.

CONTRACTOR SHALL PROVIDE THE CITY WITH A CONSTRUCTION SCHEDULE WITH WEEKLY PROGRESS REPORTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OR ADJACENT PROPERTIES DURING CONSTRUCTION. ANY REMOVAL OR DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED OR REPAIRED TO EQUAL OR BETTER CONDITION BY THE CONTRACTOR AT NO COST TO THE CITY.

CONTRACTOR SHALL NOT IMPEDE TRAFFIC ON EXISTING STREETS, DRIVEWAYS, ALLEYS, OR FIRE LANES OPEN TO THE PUBLIC.

CONTRACTOR SHALL NOT STORE MATERIALS, EQUIPMENT OR OTHER CONSTRUCTION ITEMS ON ADJACENT PROPERTIES OR RIGHT-OF-WAY WITHOUT THE PRIOR WRITTEN CONSENT OF THE PROPERTY OWNER AND THE CITY, AND SHALL PROVIDE AGREEMENTS WITH LANDOWNERS TO THE CITY.

UNUSABLE EXCAVATED MATERIAL, OR CONSTRUCTION DEBRIS SHALL BE REMOVED AND DISPOSED OF OFFSITE AT AN APPROVED DISPOSAL FACILITY BY THE CONTRACTOR AT HIS EXPENSE.

CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING LANDSCAPE IRRIGATION SYSTEMS. DAMAGE TO EXISTING IRRIGATION SYSTEMS AND LANDSCAPE MATERIALS SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT NO COST TO CITY. REPAIRS MUST BE PERFORMED BY A LICENSED IRRIGATOR AS SOON AS PRACTICAL.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A NEAT AND ACCURATE RECORD OF CONSTRUCTION FOR THE CITY'S RECORDS.

WHEREVER TRENCH DEPTHS EXCEED 48", OR WHEN TRENCH PROTECTION IS REQUIRED FOR ANY REASON, TRENCH PROTECTION SHALL BE PROVIDED BY MEETING APPLICABLE REQUIREMENTS OF THE DEPARTMENT OF LABOR/OSHA 29 CFR PART 1926, "OCCUPATIONAL SAFETY AND HEALTH STANDARDS-EXCAVATIONS" AND STATE OF TEXAS LAWS. TRENCH SAFETY DESIGN, PLANNING, AND IMPLEMENTATION IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THIS IS BEYOND THE SCOPE OF THESE PLANS. CONTRACTOR SHALL DEVELOP A TRENCH SAFETY PLAN, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.

AT ALL TIMES THAT WORK IS PROGRESSING, THE CONTRACTOR SHALL HAVE A DESIGNATED COMPETENT PERSON ON-SITE WHO SHALL BE RESPONSIBLE FOR SUPERVISING THE WORK AND WHOSE DUTY IT WILL BE TO PERFORM REQUIRED SAFETY INSPECTIONS AND TO DIRECT ALL REQUIRED CONSTRUCTION SAFETY ACTIVITIES.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE MEASURES FOR PREVENTING STORM WATER RUNOFF FROM ENTERING THE TRENCH DURING CONSTRUCTION.

CONTRACTOR SHALL REMOVE SURPLUS MATERIALS, TOOLS, RUBBISH, AND LEAVE THE CONSTRUCTION SITE CLEAN, TO THE SATISFACTION OF THE CITY. CONTRACTOR SHALL ALSO GRADE THE SURFACE AND RE-ESTABLISH DRAINAGE AND EROSION CONTROL UPON COMPLETION OF CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL PROVIDE A DVD AND DETAILED PHOTOS TO THE OWNER DOCUMENTING THE PRE-CONSTRUCTION CONDITION OF THE PIPELINE ROUTE INCLUDING THE PERMANENT AND TEMPORARY EASEMENTS AND SURROUNDING AREA. CONTRACTOR SHALL REVIEW DVD AND PHOTOS WITH THE OWNER PRIOR TO THE START OF ANY CONSTRUCTION.

CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE AS PER THE EASEMENT REQUIREMENTS ASSOCIATED WITH THE PROJECT AND ANY OTHER REQUIREMENTS SHOWN ON THE PLANS. IF NOT OTHERWISE SPECIFIED, ALL STREETS, DRIVEWAYS, FENCING, LANDSCAPING, ETC. SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION.

CHANGING CONDITIONS

A GEOTECHNICAL INVESTIGATION WITH 4 BORINGS WAS CONDUCTED BY A GEOTECHNICAL ENGINEER AS PART OF THIS DESIGN. THIS INFORMATION WILL BE MADE AVAILABLE TO THE CONTRACTOR. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ACTUAL FIELD CONDITIONS.

THE OWNER WILL NOT BE RESPONSIBLE FOR CHANGING CONDITIONS DURING OPEN CUT EXCAVATION OR TUNNELING.

LIMITS OF CONSTRUCTION

LIMIT OPERATIONS WITHIN CITY RIGHT-OF-WAY OR AVAILABLE EASEMENTS AS NOTED BELOW

IN CITY RIGHT-OF-WAY WITHIN PAVEMENT, LIMIT CONSTRUCTION ACTIVITIES TO MAINTAIN NECESSARY LANE WIDTH AND LANE CONFIGURATIONS FOR THE OPERATION OF THE CITY STREET. ADDITIONALLY, LIMIT CONSTRUCTION ACTIVITIES TO A MAXIMUM DISTURBED AREA OF 1000 LINEAR FEET ALONG THE STORM SEWER ALIGNMENT BEFORE PAVEMENT REPAIR WILL BE REQUIRED.

LIMIT EQUIPMENT PARKING, MATERIAL LAYOUTS, STOCKPILES, ETC. TO ONE CONSTRUCTION WEEK ALONG THE CONSTRUCTION ROUTE, EXCEPT AS APPROVED BY THE CONSTRUCTION ADMINISTRATOR.

WHEN BORING, JACKING, TUNNELING OR AUGURING IS BEING ACCOMPLISHED IN LIEU OF OPEN CUT CONSTRUCTION, ACCESS FROM SURFACE IS DENIED. EXCEPTIONS TO THESE RESTRICTIONS ARE FOR EMERGENCY SITUATIONS WHERE ACTION IS REQUIRED TO SAFEGUARD THE WORK IN PROGRESS OR OTHER EXISTING UTILITIES. IN THIS CASE, NOTIFY ENGINEER IMMEDIATELY OF ANY ADDITIONAL TRAFFIC CONTROL PROCEDURES THAT WILL BE IMPLEMENTED AND ANY OTHER NECESSARY ACTIONS THAT WILL BE TAKEN UNTIL THE SITUATION HAS BEEN RECTIFIED.

STREET AND RIGHT OF WAY CONSTRUCTION

REPLACE EXISTING PAVEMENTS, CURBS, SIDEWALKS, VALLEY GUTTERS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION TO ORIGINAL OR BETTER CONDITION AND IN COMPLIANCE WITH CITY OF LUBBOCK DESIGN STANDARDS AND SPECIFICATIONS.

ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO SATISFACTION OF OWNING AUTHORITY.

FOR EXCAVATION IN PAVED AREAS, ASPHALT SURFACE AND ASPHALT STABILIZED BASE SHALL BE SALVAGED AND DELIVERED TO THE CITY OF LUBBOCK STOCKPILE LOCATION AT THE CITY OF LUBBOCK CALICHE CANYON LANDFILL (8425 NORTH AVENUE P) DURING NORMAL WORKING HOURS, MONDAY THROUGH FRIDAY BETWEEN 8 AM AND 5 PM. CALL 806-767-2492 TO COORDINATE DELIVERY.

CONTRACTOR IS REQUIRED TO PERFORM MILLING OF THE ASPHALT MATERIAL. MATERIAL SHALL BE CRUSHED TO A MAXIMUM DIAMETER OF 2-INCHES.

ASPHALT SURFACE AND ASPHALT STABILIZED BASE ARE NOT REQUIRED TO BE SEGREGATED IN THE SALVAGE OPERATIONS.

TOTAL SALVAGE DEPTH OF ASPHALT MATERIALS IN PAVED AREAS SHALL NOT EXCEED FOUR (4) INCHES.

CONTRACTOR IS REQUIRED TO MAINTAIN AT LEAST ONE DRIVEWAY ACCESS TO ALL BUSINESSES AND PARKING LOTS AT ALL TIMES DURING CONSTRUCTION. SHARED ACCESS THROUGH ANOTHER PROPERTY IS ACCEPTABLE IF OWNERS AGREE.

CONTRACTOR SHALL NOT IMPEDE TRAFFIC ON EXISTING STREETS, DRIVEWAYS, ALLEYS, OR FIRE LANES OPEN TO THE PUBLIC.

PUBLIC UTILITY CONTACTS:

TELECOM SERVICES
AT&T TEXAS - MICHAEL BINGHAM
2010 AVE R, ROOM 102
LUBBOCK, TX 79411
PH: (432) 296-3107
MB5842@ATT.COM

TELECOM SERVICES
VEXUS FIBER - DANIEL WHEELER
4006 W LOOP 289
LUBBOCK, TX 79401
PH: (806) 788-2915
DAN.WHEELER@VEXUSFIBER.COM

TELECOM SERVICES
FIBERLIGHT LLC - CARLA HICKS
3000 SUMMIT PLACE, SUITE 200
ALPHARETTA, GA 30009
PH: (678) 347-9258
CARLA.HICKS@FIBERLIGHT.COM

ELECTRIC SERVICE
LUBBOCK POWER AND LIGHT - JARED HUSE
P.O. BOX 10541
LUBBOCK, TX 79408
PH: (806) 775.2515
JHUSE@MAIL.CI.LUBBOCK.TX.US

TEXAS TECH UNIVERSITY
TTU - JAMES THORTON
PH: (806) 864-5210
JAMES.THORTON@TTU.EDU
TTU - DON ROULAIN
PH: (806) 392-4224
DON.ROULAIN@TTU.EDU

UNITE PRIVATE NETWORKS
UPN - NICHOLAS OSULLIVAN
PH: (214) 470-2710
NICHOLAS.OSULLIVAN@UPNFIBER.COM

CABLE TELEVISION SERVICES
SUDDENLINK - BRADLEY RITTER
6710 HARTFORD
LUBBOCK, TX 79413
PH: (806) 241-0488
BRADLEY.RITTER@ALICETECHSERVICEUSA.COM

NATURAL GAS SERVICE
ATMOS ENERGY - LYNN GREEN
6606 66TH STREET
LUBBOCK, TX 79424
PH: (806) 687-7130
LYNN.GREEN@ATMOSENERGY.COM

NTS COMMUNICATIONS
NTS - MICHAEL PENNY
7412 UNIVERSITY AVE
LUBBOCK, TX 79423
PH: (806) 577-6059
MICHAEL.PENNY@NTSCOM.COM

CITY OF LUBBOCK:

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

09/12/2023

STATE OF TEXAS · HEATHER RAE KESTER · 100095 · LICENSED PROFESSIONAL ENGINEER

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Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

GENERAL NOTES (1 OF 2)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
FILE NAME	GN-NOTE1.dwg

NO.	ISSUE	BY	DATE

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SEQ. 3

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Plot Date: 9/12/2023 11:25 AM Plot By: 08119 Filename: N:\SW\Drawings\1. General\GN-NOTE1.dwg

UTILITIES

THE EXISTENCE AND LOCATIONS OF THE PUBLIC AND FRANCHISE UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATING, TRENCHING, OR DRILLING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AGENCIES AND FRANCHISE UTILITIES 48 HOURS PRIOR TO CONSTRUCTION. (DIG-TESS 1-800-344-8377) THE CONTRACTOR MAY BE REQUIRED TO EXPOSE THESE FACILITIES AT NO COST TO THE CITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAMAGES TO UTILITIES IF THE DAMAGE IS CAUSED BY NEGLIGENCE OR FAILURE TO HAVE LOCATES PERFORMED.

CITY OF LUBBOCK WATER AND SEWER LINES CROSSING THE TRENCH THAT ARE INDICATED TO BE REPLACED SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED AND WILL BE PAID UP TO THE LENGTHS SHOWN IN THE PLANS.

CITY OF LUBBOCK WATER AND SEWER LINES CROSSING THE TRENCH THAT ARE NOT INDICATED TO BE REPLACED SHALL BE ADEQUATELY SUPPORTED BY THE CONTRACTOR IN A MANNER TO FACILITATE CONSTRUCTION OF THE STORM DRAIN WHILE MAINTAINING THE INTEGRITY OF THE CROSSING UTILITY.

CONTRACTOR SHALL SUBMIT A TRENCH SAFETY PLAN PRIOR TO THE PRE-CONSTRUCTION MEETING.

CONTRACTOR SHALL NOT OPERATE EXISTING VALVES. CONTACT THE CITY'S PIPELINE MAINTENANCE DEPARTMENT TO REQUEST VALVE CHANGES.

ALL MANHOLES AND WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE.

WHERE STANDARD HORIZONTAL OR VERTICAL FITTINGS ARE NOT CALLED OUT, CONTRACTOR MAY DEFLECT JOINTS TO MAKE REQUIRED ALIGNMENT OR GRADE. JOINT DEFLECTION SHALL NOT EXCEED 80% OF MANUFACTURER'S RECOMMENDATION.

CONTRACTOR SHALL COORDINATE WITH LP&L REGARDING SUPPORTING POWER POLES AND GUY WIRES AS REQUIRED TO CONSTRUCT THE PROJECT. ANY DAMAGED POLES OR GUY WIRES OR RELOCATED POLES OR GUY WIRES SHALL BE REPLACED OR RELOCATED AS REQUIRED BY THE UTILITY AT NO ADDITIONAL COST TO THE OWNER.

TRAFFIC CONTROL

CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS. ALL BARRICADES, CHANNELIZING DEVICES, TEMPORARY SIGNAGE AND STRIPING ARE SUBSIDIARY TO THE TRAFFIC CONTROL PAY ITEM.

CONTRACTOR SHALL NOTIFY THE TRAFFIC DEPARTMENT AT LEAST 7 BUSINESS DAYS PRIOR TO ANY WORK, PROVIDE A CONSTRUCTION SCHEDULE AND NOTIFY THE TRAFFIC DEPARTMENT AT LEAST 48 HOURS PRIOR TO TRAFFIC SHIFTS. ALL TRAFFIC CONTROL COMPONENTS SHALL BE IN ACCORDANCE WITH 2014 TXDOT STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.

CONTRACTOR IS RESPONSIBLE FOR APPLYING AND RECEIVING A BARRICADE PERMIT FROM THE CITY AND COMPLYING WITH ALL OF THE ASSOCIATED REQUIREMENTS.

CONTRACTOR MAY PROPOSE ALTERNATIVE TRAFFIC CONTROL BY SUBMITTING A PLAN TO THE CITY FOR APPROVAL.

TEXAS STATE LAW, ARTICLE 1436C, MAKES IT UNLAWFUL TO OPERATE EQUIPMENT OR MACHINES WITHIN 10-FEET OF ANY OVERHEAD ELECTRICAL LINES UNLESS DANGER AGAINST CONTACT WITH HIGH VOLTAGE OVERHEAD LINES HAS BEEN EFFECTIVELY GUARDED AGAINST PURSUANT TO THE PROVISIONS OF THIS ARTICLE. WHEN CONSTRUCTION OPERATIONS REQUIRE WORKING NEAR AN OVERHEAD ELECTRICAL LINE, THE CONTRACTOR SHALL CONTACT THE OWNER/OPERATOR OF THE OVERHEAD ELECTRICAL LINE TO MAKE ADEQUATE ARRANGEMENTS AND TO TAKE NECESSARY SAFETY PRECAUTIONS TO ENSURE THAT ALL LAWS, ELECTRICAL LINE OWNER/OPERATOR REQUIREMENTS AND STANDARD SAFETY PRACTICES ARE MET.

TREE PROTECTION

DO NOT REMOVE ANY TREE OR SHRUB ALONG PROJECT ALIGNMENT WITHOUT CITY APPROVAL.

ANY TREES WITHIN PROJECT THAT ARE MOVED, REMOVED, OR DAMAGED BY CONTRACTOR SHALL BE REPLACED. REPLACE WITH TREE SPECIES MUTUALLY ACCEPTABLE TO OWNER AND CITY ENGINEER. MATCH SIZE UP TO MAX CALIPER OF 4".

ALL INSTALLED TREES MAY ONLY BE PLANTED BETWEEN NOVEMBER 1ST AND FEBRUARY 28TH.

TREES LOCATED WITHIN OR NEAR CONSTRUCTION CORRIDOR MUST BE PROTECTED AT ALL TIMES DURING CONSTRUCTION. SEE TREE PROTECTION DETAIL SHEET FOR MORE INFORMATION.

NO CONSTRUCTION ACTIVITY OR STOCKPILES SHALL BE LOCATED WITHIN THE DRIP LINE OF ANY TREE EXCEPT AS INDICATED IN TREE PROTECTION DETAIL SHEET.

EROSION CONTROL

CONTRACTOR SHALL COORDINATE WITH CITY OF LUBBOCK STORM WATER DEPARTMENT REGARDING APPROPRIATE EROSION CONTROL MEASURES AND PROVIDE THE CITY WITH ALL SUPPORTING MATERIALS FOR SWPPP AND NOI PERMITS.

EROSION CONTROL DEVICES SHALL BE INSTALLED ON ALL PROJECTS PRIOR TO BEGINNING CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT IN A CONDITION ACCEPTABLE TO THE CITY.

STEEL POSTS SHALL NOT BE USED TO INSTALL EROSION CONTROL MEASURES WITHIN CITY ROW.

NO EQUIPMENT SHALL BE CLEANED ON-SITE, OR OTHER LIQUIDS DEPOSITED AND ALLOWED TO FLOW OVERLAND OR SUBTERRANEAN WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF TREES THAT REMAIN ON SITE. THIS INCLUDES PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, CONCRETE EQUIPMENT WASH WATER, MORTAR OF SIMILAR MATERIALS.

ASPHALT BAGS SHALL BE PLACED AT CONSTRUCTION ENTRANCES TO PREVENT CURB DAMAGE.

CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND DRIVEWAYS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS AT ALL TIMES. CONTRACTOR SHALL CLEAN UP AND REMOVE ALL LOOSE MATERIAL RESULTING FROM CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST

SURVEY

PROJECT SURVEY IS BASED ON FIELD SURVEY DATA PROVIDED BY AMD ENGINEERING, JULY 20, 2022. SEE HORIZONTAL AND VERTICAL CONTROL SHEET FOR ADDITIONAL INFORMATION.

DIGITAL ORTHOPHOTOGRAPHY SHOWN AS BACKGROUND IMAGES IN THE PLAN VIEW WERE TAKEN BETWEEN JANUARY AND JUNE 2018 FOR THE CITY OF LUBBOCK.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL SURVEY MARKERS INCLUDING IRON RODS, PROPERTY CORNERS, OR SURVEY MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION AND OUTSIDE ROW DURING CONSTRUCTION. ANY SURVEY MARKERS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.

CONSTRUCTION SURVEYING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR INCLUDING BUT NOT LIMITED TO LIMITS OF PERMANENT EASEMENT, TEMPORARY EASEMENT, CENTERLINE, ETC. THE CONTRACTOR SHALL VERIFY ALL CONTROL MONUMENTATION PRIOR TO BEGINNING CONSTRUCTION.

MISCELLANEOUS

IRRIGATION SYSTEMS NOT LOCATED NEAR THE PROJECT CORRIDOR OR NEAR THE TIE IN LOCATION AT LAKE 54. THE CONTRACTOR NEEDS TO VERIFY IRRIGATION SYSTEMS ARE NOT PRESENT WITHIN THE PROJECT LIMITS. CONTRACTOR IS ADVISED TO VERIFY IRRIGATION SYSTEMS DO NOT EXIST BEHIND THE CURB ALONG HARTFORD AVE, 2ND ST, AND FORDHAM. IF IRRIGATION SYSTEMS ARE FOUND THE CONTRACTOR SHALL PROTECT THEM FROM DAMAGE. IF DAMAGE OCCURS, THE CONTRACTOR WILL REPAIR IMMIDIATELY AT NO COST TO THE CITY OR PROPERTY OWNER.

WHERE IRRIGATION SYSTEM IS LOCATED WITHIN THE STORM SEWER TRENCH ZONE, REMOVE AND REPLACE OR PROTECT AS REQUIRED AND PROVIDE TEMPORARY ROUTING DURING CONSTRUCTION. COST TO BE SUBSIDIARY TO OTHER PAY ITEMS.

HYDRAULIC GRADE LINE (HGL) IN THE PLAN SHEETS REPRESENTS THE HGL FOR THE 100-YEAR, 24-HOUR RAINFALL EVENT.

IRRIGATION WELLS AND AUTOMATED WEATHER STATIONS LOCATED WITHIN OR NEAR THE CONSTRUCTION AREA MUST BE PROTECTED AT ALL TIMES DURING CONSTRUCTION. APPLY PROTECTIONS AS DETAILED FOR TREE PROTECTION TO IRRIGATION HYDRANTS AND WELLS.

PUBLIC UTILITY CONTACTS:

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DAN.WHEELER@VEXUSFIBER.COM

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NICHOLAS.OSULLIVAN@UPNFIBER.COM

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CITY OF LUBBOCK
DESIGN OF BLUE SKY LATERAL
CIVIL
GENERAL NOTES (2 OF 2)

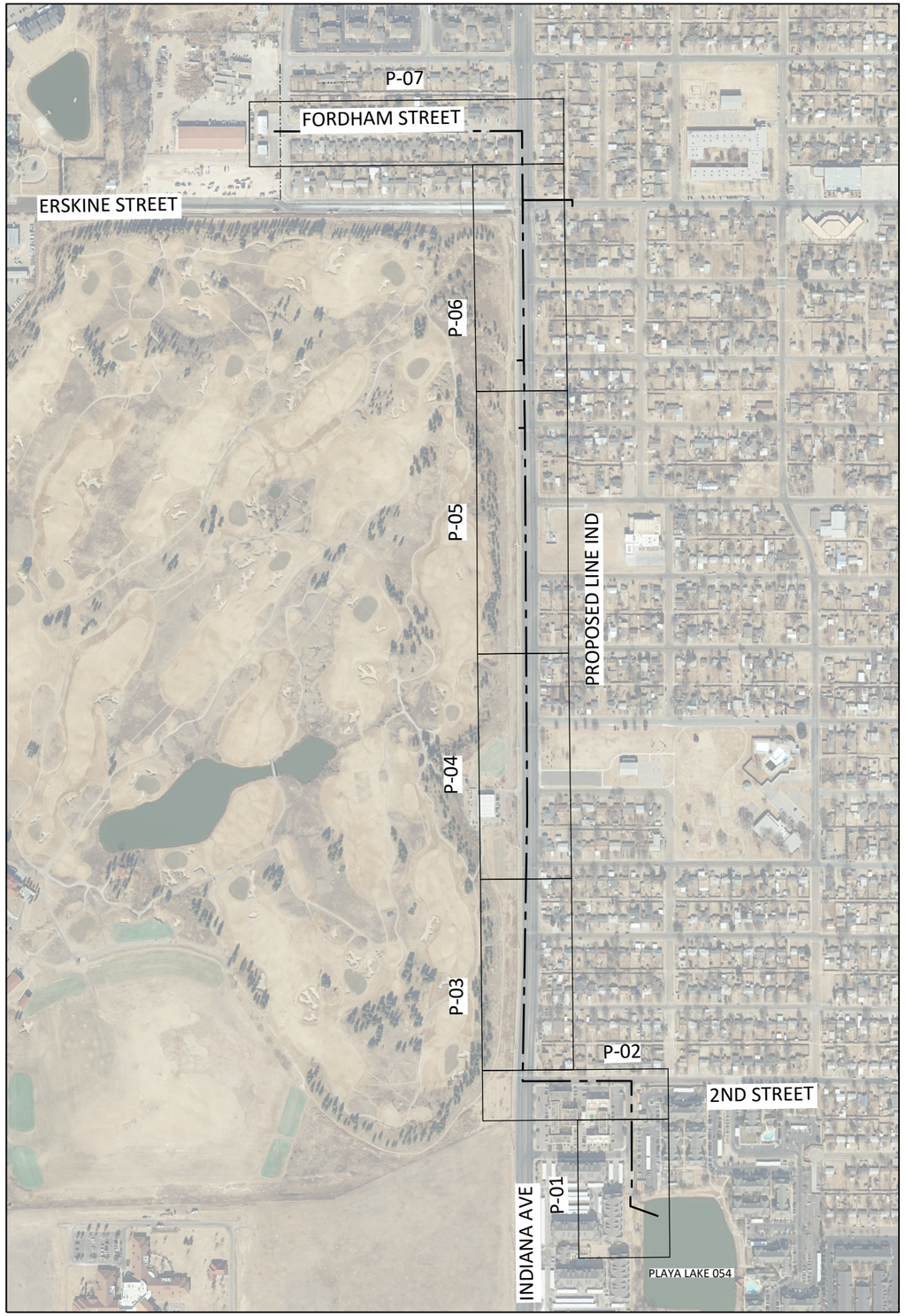
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BLUE SKY LATERAL - LINE IND

SHEET NO.	LINE NO.	DESCRIPTION
P-01	IND-01	STA 0+50 TO STA 6+00
P-02	IND-02	STA 6+00 TO STA 12+50
P-03	IND-03	STA 12+50 TO STA 21+50
P-04	IND-04	STA 21+50 TO STA 32+50
P-05	IND-05	STA 32+50 TO STA 43+50
P-06	IND-06	STA 43+50 TO STA 54+00
P-07	IND-07	STA 54+00 TO STA 66+13

PLAN VIEW LEGEND

EXISTING WATER MAIN	W
EXISTING SEWER	SS
EXISTING FIBER OPTIC	F/O
EXISTING GAS	G
EXISTING FORCE MAIN	FM
EXISTING UNKNOWN LINE	UNK
EXISTING OVERHEADELECTRIC	OHE
EXISTING ELECTRIC LP&L	E
EXISTING TELEPHONELINE	T
EXISTING CABLE TV	OHCTV
PROPOSED STORM WATER PIPE	
PROPERTY EASEMENT	
LEVEL B:	
TELEPHONE-ATT	T1-01
ELECTRIC-LUBBOCK POWER AND LIGHT	E1-01
ELECTRIC-PRIVATE	E2-01
ELECTRIC-TRAFFIC SIGNAL	E3-01
FIBER OPTIC CABLE-ATT	FOC1-01
FIBER OPTIC CABLE-UNITE PRIVATE NETWORKS LLC	FOC2-01
FIBER OPTIC CABLE-NTS COMMUNICATIONS	FOC3-01
FIBER OPTIC CABLE-SUDDENLINK	FOC4-01
FIBER OPTIC CABLE-FIBERLIGHT	FOC5-01
FIBER OPTIC CABLE-CITY OF LUBBOCK	FOC6-01
UNKNOWN	UNK
GAS-2"-ATMOS	G1-02
GAS-UNKNOWN SIZE-MARKWEST POWER TEX LLC.	G2-01
WATER-8"-CITY OF LUBBOCK	W1-08
WASTEWATER-8"-CITY OF LUBBOCK	WW1-08
WASTEWATER-21"-CITY OF LUBBOCK	WW1-21
STORM DRAIN-UNKNOWN SIZE-CITY OF LUBBOCK	SD1-01
LEVEL D:	
ELECTRIC-PRIVATE	E2-01-D
TELEPHONE-ATT	T1-01-D
FIBER OPTIC CABLE-SUDDENLINK	FOC4-01-D
GAS-6"-ATMOS	G1-06-D
GAS-4"-ATMOS	G1-04-D
WATER-UNKNOWN SIZE-CITY OF LUBBOCK	W1-01-D
WATER-4"-CITY OF LUBBOCK	W1-04-D
WATER-6"-CITY OF LUBBOCK	W1-06-D
WATER-8"-CITY OF LUBBOCK	W1-08-D
WATER-12"-CITY OF LUBBOCK	W1-12-D
WATER-24"-CITY OF LUBBOCK	W1-24-D
WASTEWATER-UNKNOWN SIZE-CITY OF LUBBOCK	WW1-01-D
WASTEWATER-3"-CITY OF LUBBOCK	WW1-03-D
WASTEWATER-8"-CITY OF LUBBOCK	WW1-08-D
WASTEWATER-12"-CITY OF LUBBOCK	WW1-12-D
WASTEWATER-21"-CITY OF LUBBOCK	WW1-21-D

PROPOSED MANHOLE	
LIGHT POLE	
POWER POLE	
ELECTRIC MANHOLE	E
ELECTRIC HAND HOLE	
ELECTRIC CABINET	
ELECTRIC TRANSFORMER	
TRAFFIC SIGNAL POLE	
TELEPHONE PEDESTAL	
FIBER OPTIC MARKER	FO
CABLE TV PEDESTAL	
TELECOM HAND HOLE	
GAS MARKER	GAS
GAS METER	GM
WATER METER	WM
FIRE HYDRANT	
WATER VALVE	WV
WASTEWATER MANHOLE	WW
STORM DRAIN MANHOLE	SD

PROFILE LEGEND

EXISTING GROUND PROFILE LINE	
HYDRAULIC GRADE LINE	
EXISTING CROSSING UTILITY LINE (WATER,GAS,SAN. SEWER)	
PROPOSED STORM SEWER PIPE- OPEN CUT	
PROPOSED STORM SEWER PIPE- OTHER THAN OPEN CUT	

N

0 300' 600'
SCALE IN FEET

Freese and Nichols, Inc.
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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

PLAN AND PROFILE LAYOUT INDEX AND LEGEND

NO.	ISSUE	BY	DATE

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LEGEND

MONUMENT/ CONTROL POINT

NOTES:

1. ALL COORDINATE VALUES ARE RELATIVE TO NAD 83 (CORS 96) TEXAS COORDINATE VALUES SYSTEM, NORTH CENTRAL ZONE
2. ALL ELEVATIONS ARE NAVD 88
3. TO CONVERT GRID COORDINATES TO SURFACE, MULTIPLY BY THE PROJECT AVERAGE COMBINED SCALE FACTOR OF 1.000235
4. CONTROL INFORMATION SHOWN ON THIS SHEET WAS ACCURATE AS OF THE DATE OF THE SURVEY
5. CONTRACTOR TO VERIFY CONTROL POINTS PRIOR TO BEGINNING CONSTRUCTION AND REPORT ANY DISCREPENCIES TO THE ENGINEER
6. PROJECT SURVEY IS BASED ON FIELD SURVEY DATA PROVIDED BY AMD ENGINEERING, JULY, 2022. SEE HORIZONTAL AND VERTICAL CONTROL SHEET FOR ADDITIONAL INFORMATION.
7. DIGITAL ORTHOPHOTOGRAPHY SHOWN AS BACKGROUND IMAGES IN THE PLAN VIEW WERE TAKEN BETWEEN JANUARY AND JUNE 2018 FOR THE CITY OF LUBBOCK.

MONUMENT/ CONTROL POINT	NORTHING [Y]	EASTING [X]	ELEVATION [Z]	DESCRIPTION
CP #1	7279990.211	937007.657	3222.40	ALUMINUM DISK SET IN CONCRETE
CP #2	7282510.774	937215.750	3223.11	ALUMINUM DISK SET IN CONCRETE
MONUMENT	7285532.739	937196.606	3222.8	
1OPUS	7279940.748	936903.204	3222.592	BASE
2LVL	7279838.053	937493.143	3219.364	BMXB
3LVL	7280221.290	937136.249	3222.073	BMXB
4LVL	7281522.763	937197.897	3222.368	BMXB
5LVL	7282809.179	937232.767	3222.176	BMXB
6LVL	7284183.987	937196.606	3221.288	BMXB
7LVL	7285532.739	937278.904	3224.165	BMXB

NOTES: "ELECTRONIC DEPTH" (E.D) VALUES SHOWN ARE APPROXIMATE ONLY, AND NOT INTENDED FOR DESIGN OR CONSTRUCTION USE. QUALITY LEVEL D LINEWORK IS BASED ON AVAILABLE RECORDS AND ABOVE-GROUND FEATURES.
- PER COBB FENDLEY SUE SURVEY DATE = 07/29/2022

N

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

DESIGN SURVEY
HORIZONTAL AND VERTICAL CONTROL

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Chain IND contains:
IND1 IND3 IND5 IND7 IND9 IND11 IND13 IND15 IND17 IND19 IND21 IND22

Beginning chain IND description
Feature: Geom_Centerline

Point IND1	N	7,279,555.9312 E	937,648.9647 Sta	0+00.00
Course from IND1 to IND3 N 68° 29' 16.96" W Dist 134.1074				
Point IND3	N	7,279,605.1077 E	937,524.1991 Sta	1+34.11
Course from IND3 to IND5 N 1° 45' 04.29" E Dist 68.7801				
Point IND5	N	7,279,673.8557 E	937,526.3010 Sta	2+02.89
Course from IND5 to IND7 N 21° 41' 35.06" E Dist 18.6708				
Point IND7	N	7,279,691.2042 E	937,533.2024 Sta	2+21.56
Course from IND7 to IND9 N 1° 49' 20.17" E Dist 480.5825				
Point IND9	N	7,280,171.5437 E	937,548.4845 Sta	7+02.14
Course from IND9 to IND11 N 88° 10' 39.83" W Dist 492.6059				
Point IND11	N	7,280,187.2082 E	937,056.1278 Sta	11+94.75
Course from IND11 to IND13 N 2° 56' 58.36" E Dist 1,205.2459				
Point IND13	N	7,281,390.8574 E	937,118.1455 Sta	23+99.99
Course from IND13 to IND15 N 1° 37' 47.60" E Dist 1,748.9889				
Point IND15	N	7,283,139.1387 E	937,167.8922 Sta	41+48.98
Course from IND15 to IND17 N 1° 07' 42.66" E Dist 306.0109				
Point IND17	N	7,283,445.0903 E	937,173.9191 Sta	44+54.99
Course from IND17 to IND19 N 1° 31' 25.05" E Dist 724.2419				
Point IND19	N	7,284,169.0761 E	937,193.1761 Sta	51+79.23
Course from IND19 to IND21 N 1° 31' 25.05" E Dist 312.8718				
Point IND21	N	7,284,481.8373 E	937,201.4951 Sta	54+92.11
Course from IND21 to IND22 N 88° 08' 21.29" W Dist 1,123.4703				
Point IND22	N	7,284,518.3170 E	936,078.6172 Sta	66+15.58

Ending chain IND description

N

0 250' 500'
SCALE IN FEET

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

09/12/2023

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G-07

SEQ.
7

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SCALE IN FEET

LEGEND
GEOTECH BORE

NOTE:
1. TEST HOLE LOCATIONS ARE ALSO SHOWN ON PLAN AND PROFILE SHEETS WHERE THEY FALL WITHIN THE PLAN VIEW PHOTO COVERAGE.
2. THE COMPLETE GEOTECHNICAL REPORT IS AVAILABLE FROM THE CITY OF LUBBOCK.

NWLDIP BLUESKY					
POINT	LINE STATIONING	NORTHING (Y)	EASTING (X)	SURFACE ELEVATION	STATION OFFSET
B-1	INDIANA	7283352.76	937190.0038	3221.79	43+35.86 16.271 (R)
B-2	INDIANA	7281934.425	937144.2491	3222.38	29+16.93 7.387 (R)
B-3	INDIANA	7280297.887	937091.4554	3222.05	12+80.13 27.182 (R)
B-4	HARTFORD	7279551.43	937525.6882	3222.01	1+19.84 25.714 (L)

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

09/12/2023

HEATHER RAE KEISTER
100095
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

FREESE NICHOLS
1500 Broadway Street
Suite 206
Lubbock, Texas 79401
Phone - (806) 686-2700
Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

GEOTECH BORE LOCATIONS

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB23311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-SRV-BLOC.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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SHEET G-08
SEQ. 8

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Plot Date: 9/12/2023 11:29 AM Plot By: 08119 Filename: N:\SW\Drawings\1. General\CV-SRV-BLOC.dwg

	Pipe Parameters			Pipe Options		
Pipe Section	Pipe Size Diameter (Inches)	Pipe Depth Depth of Cover (Feet)	Pipe Pressure Height of HGL (ft of head)	Reinforced Concrete Pipe RCP ASTM C655/C76*	Polypropylene Pipe PP ASTM F2764	Fiberglass Reinforced Pipe FRP ASTM D3262/D3754
Line IND	30"	16'-20'	20'	Class IV	Stiffness 46 pii	Stiffness 46 pii
		20'-24'	20'	Class IV	Stiffness 46 pii	Stiffness 46 pii
		24'-28'	16'	Class V	Stiffness 46 pii	Stiffness 46 pii
		28'-32'	11'	Class V	Stiffness 46 pii	Stiffness 72 pii
		32'-36'	10'	Class V	Stiffness 46 pii	Stiffness 72 pii

* ASSUMES TYPE 2 BEDDING ACCORDING TO AMERICAN CONCRETE PIPE ASSOCIATION

NOTES:

1. ALL PIPES SHALL HAVE WATER TIGHT OR LEAK-RESISTANTJOINTS CAPABLE OF WITHSTANDING ANTICIPATED PIPE PRESSURES.
2. CONTRACTOR TO PROVIDE PIPE OF SUFFICIENT STRENGTH TO RESIST ADDITIONAL CONSTRUCTION LOADS FOR TUNNELING OR JACK AND BORE INSTALLATION.
3. INTERNAL HYDRAULIC PRESSURE IS RELATIVE TO CONDUIT FLOWLINE.

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

ALLOWABLE PIPE MATERIALS

NO.	ISSUE	BY	DATE

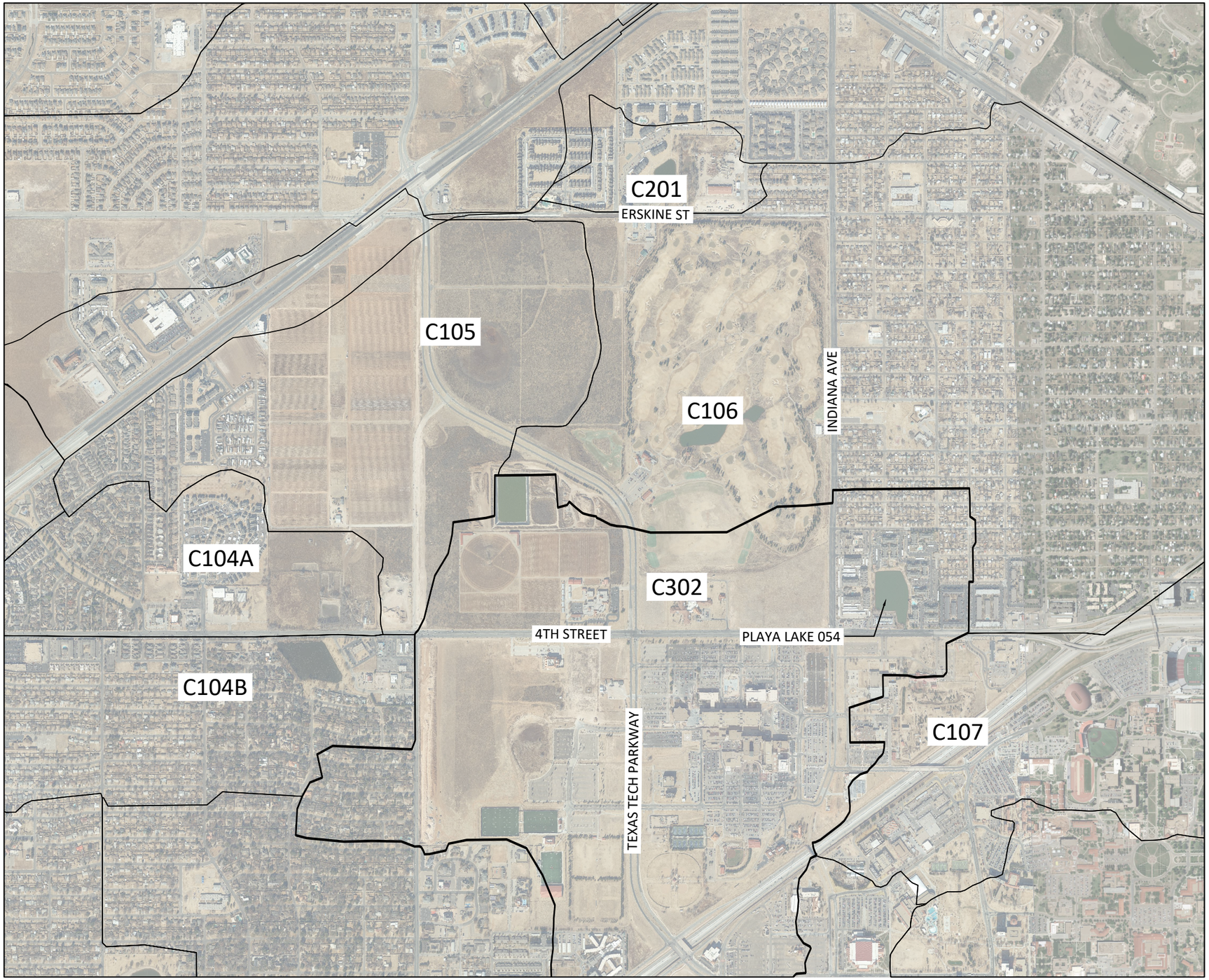
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DATE 09/12/2023
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DRAWN MSS
REVISED ----
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SHEET G-09
SEQ. 9

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Plot Date: 9/12/2023 11:29 AM Plot By: 08119 Filename: N:\SW\Drawings\1. General\DR-ALL-MATLS.dwg



HYDROLOGIC DATA SUMMARY TABLE							
SUB-BASIN ID	PLAYA LAKE ID	INITIAL STAGE (ft)	EXISTING CONDITIONS PWSE (ft)	PROPOSED CONDITIONS PWSE (ft)	DRAINAGE AREA (AC)	NRCS CURVE NUMBER	Tc (MIN)
C302	L054	3218.33	3220.55	3220.54	375	84	60

N

0 1500' 3000'
SCALE IN FEET

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Texas Registered Engineering Firm F-2144

09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

DRAINAGE AREA MAP AND HYDROLOGIC DATA

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	---
CHECKED	HRK
FILE NAME	DR-PL-DAMAP.dwg

NO.	ISSUE	BY	DATE

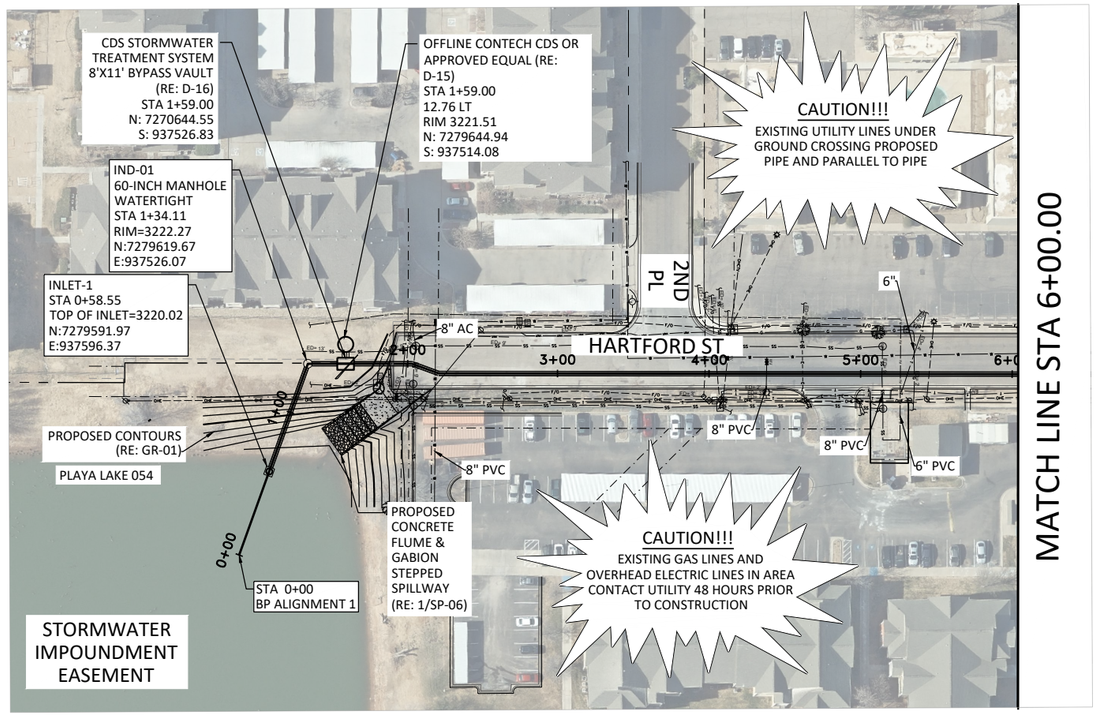
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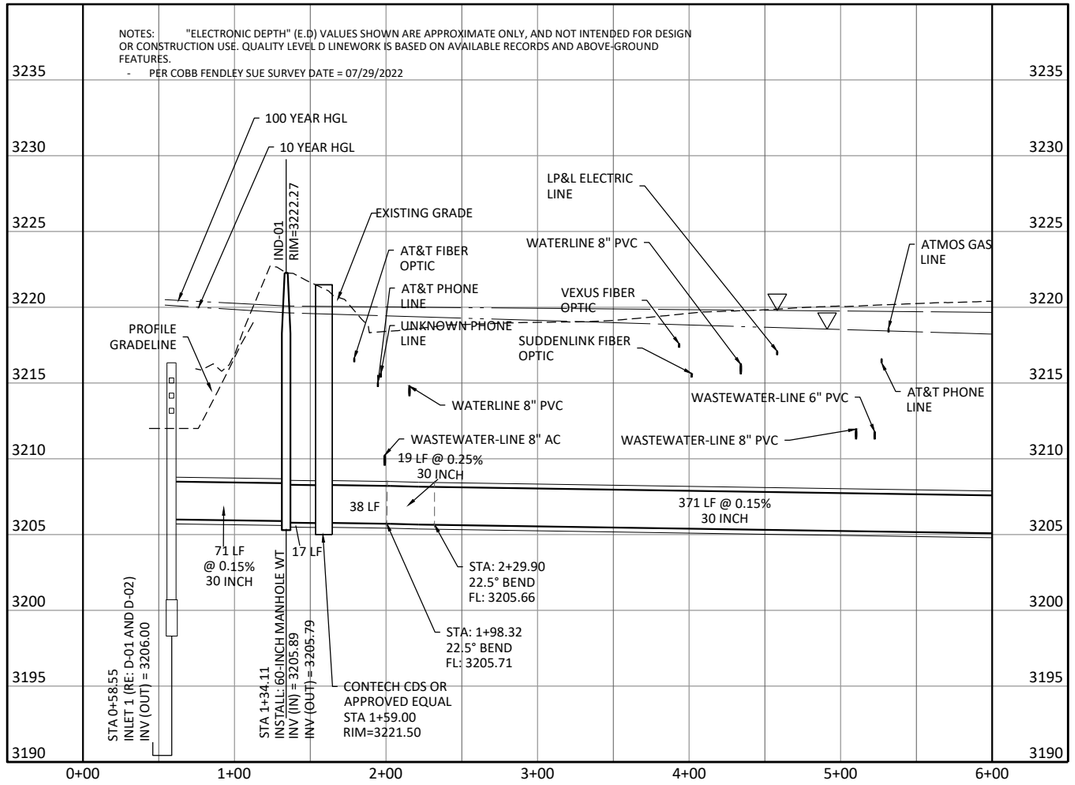
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SEQ. 10

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Plot Date: 9/12/2023 11:31 AM Plot By: 08119 Filename: N:\SW\Drawings\1. General\DR-PL-DAMAP.dwg





NOTES:(TYPICAL- PLAN & PROFILE)

1. CONTRACTOR TO SUPPORT AND PROTECT EXISTING PIPE AND BEDDING. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES AT NO EXPENSE TO THE OWNER.
2. CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.
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6. SEE SHEET D-01 AND D-02 FOR INLET DETAILS.
7. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.
8. SEE SHEET GR-01 FOR GRADING DETAILS.
9. SEE SHEET D-15 AND D-16 FOR TREATMENT UNIT DETAILS.
10. SEE SHEET PP-01 AND PP-02 FOR LIMITS OF PAVEMENT AND CHANNEL REPAIR.
11. SEE SHEET D-05, PP-01, PP-02, AND SP-01 FOR PAVEMENT, RIPRAP, AND CHANNEL REPAIR DETAILS.
12. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
13. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
14. SEE SHEET SP-03, SP-04, SP-05, AND SP-6 FOR GABION DETAILS.
15. INLET IS TO BE BUILT EARLY IN PROJECT TO SUPPORT CITY OF LUBBOCK FEMA MAP UPDATE EFFORTS.

N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (1 OF 7)

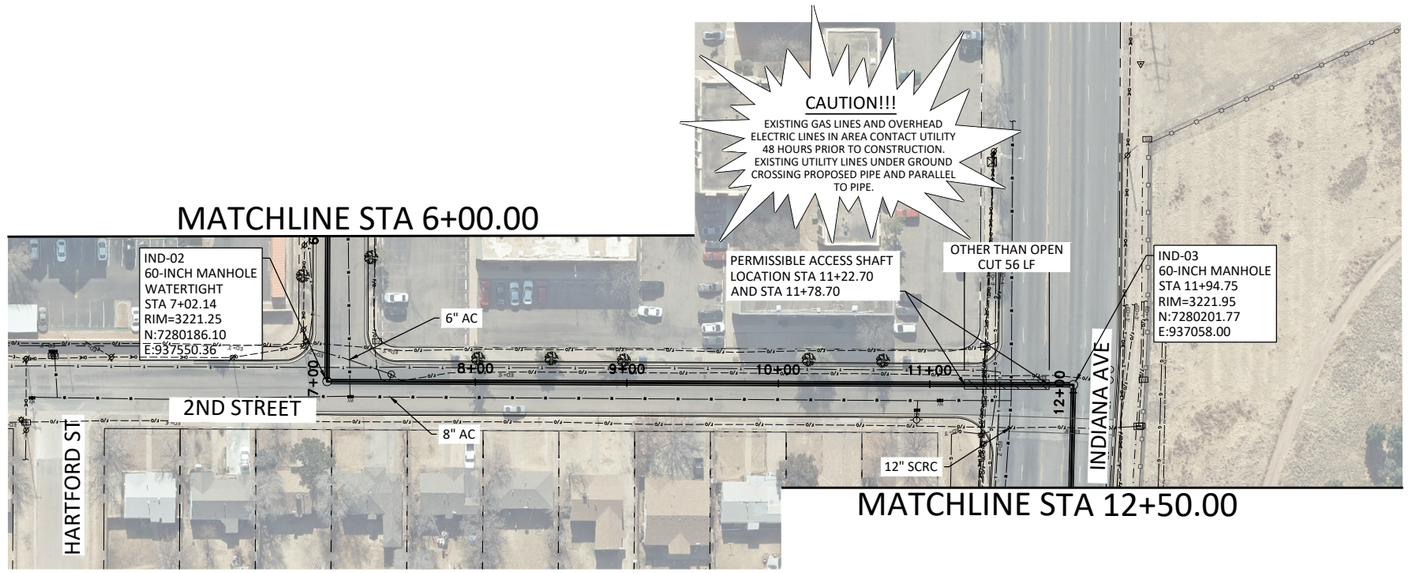
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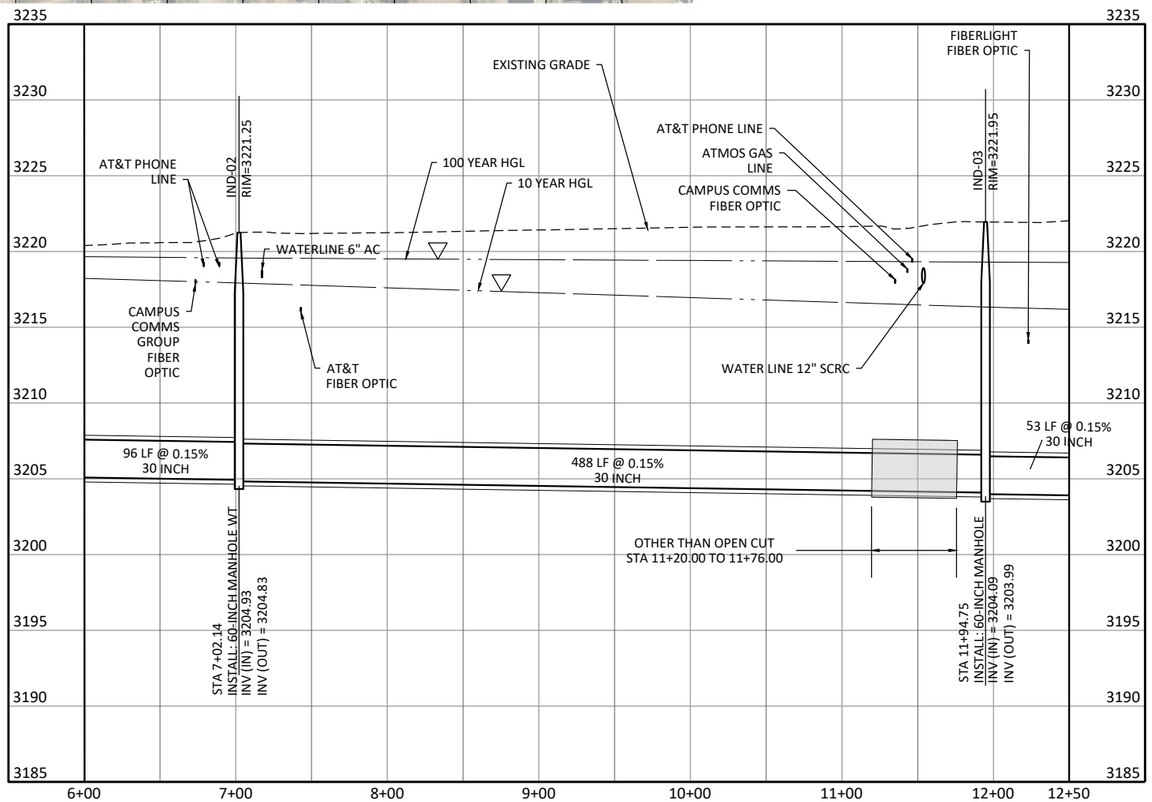
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DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
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FILE NAME CV-ALL-OA-PL-STDN-1.dwg

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SHEET P-01
SEQ. 11

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12. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
13. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.

N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (2 OF 7)

R&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
FILE NAME	CV-ALL-OA-PL-STDN-1.dwg

NO.	ISSUE	BY	DATE

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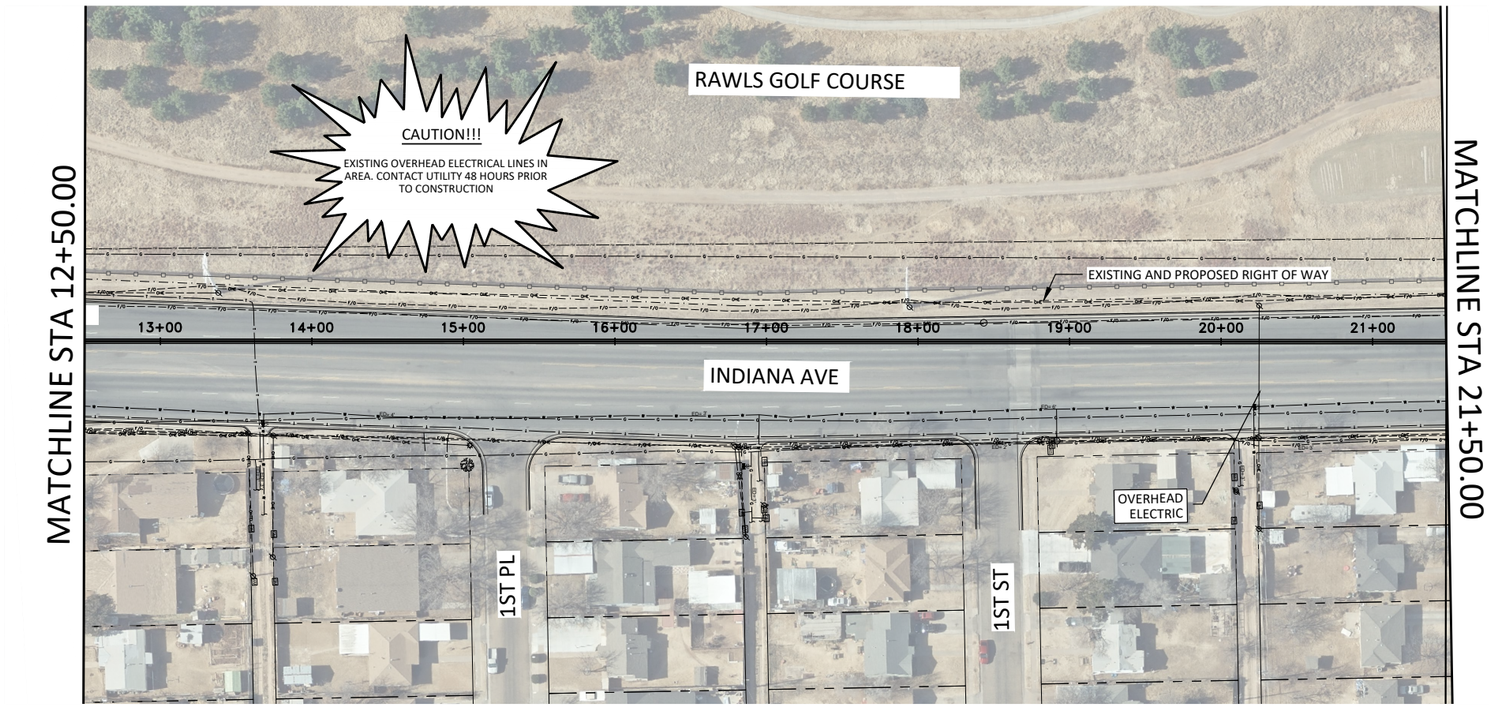
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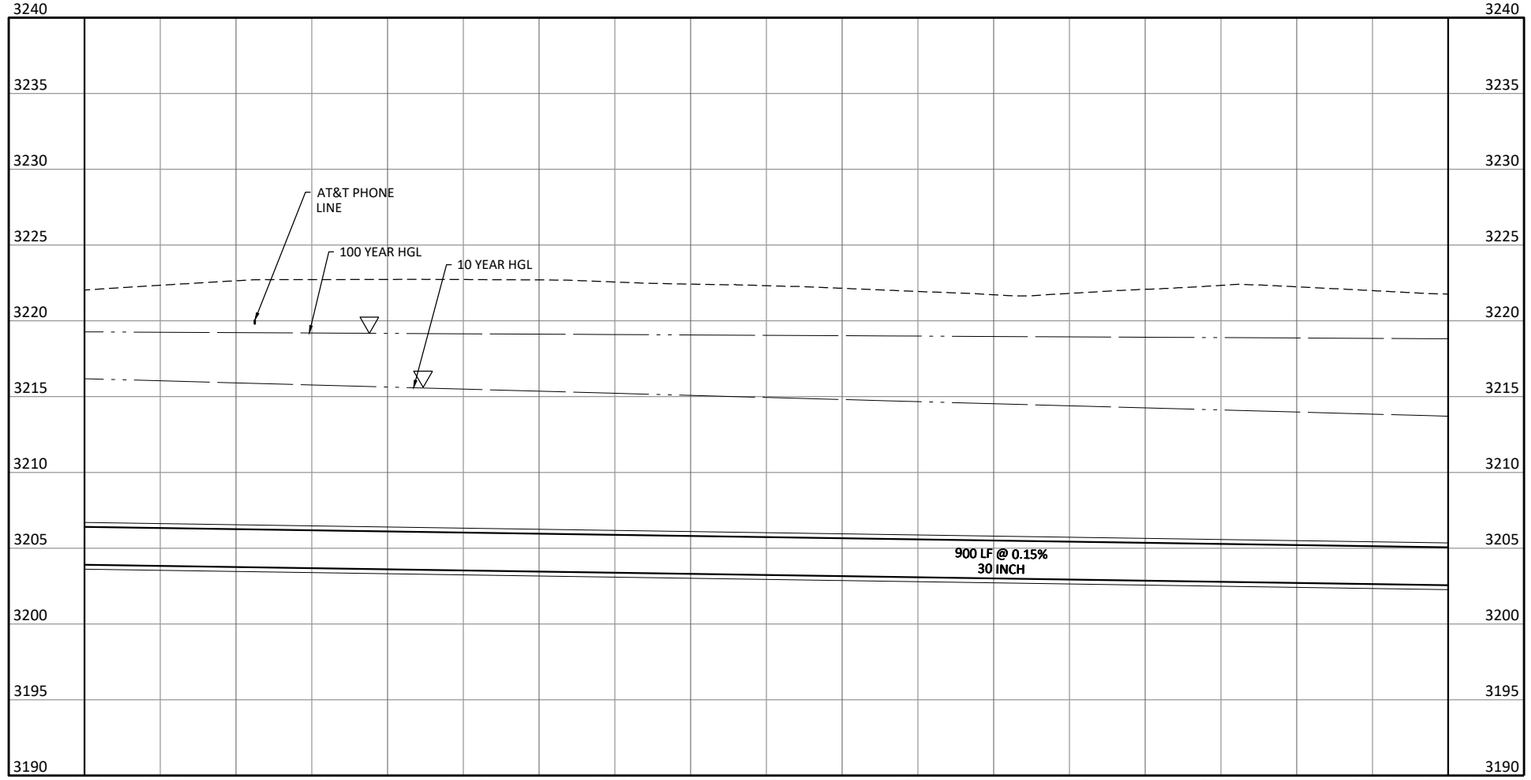
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SEQ. 12

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Plot Date: 9/12/2023 11:32 AM Plot By: 08119 Filename: N:\SW\Base\2D Design\CV-ALL-OA-PL-STDN-1.dwg





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13. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.

N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
HEATHER RAE KEISTER
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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (3 OF 7)

NO.	ISSUE	BY	DATE

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
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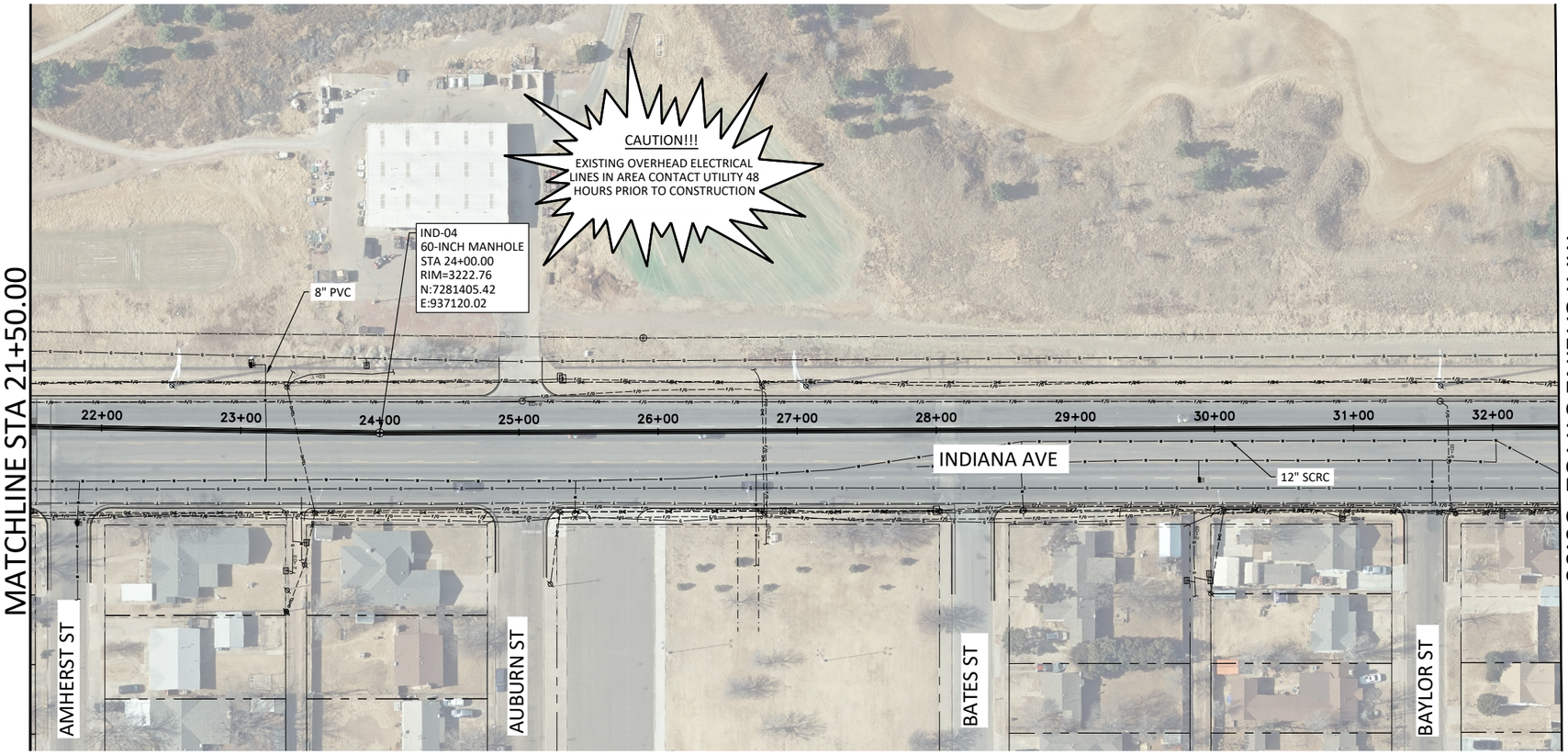
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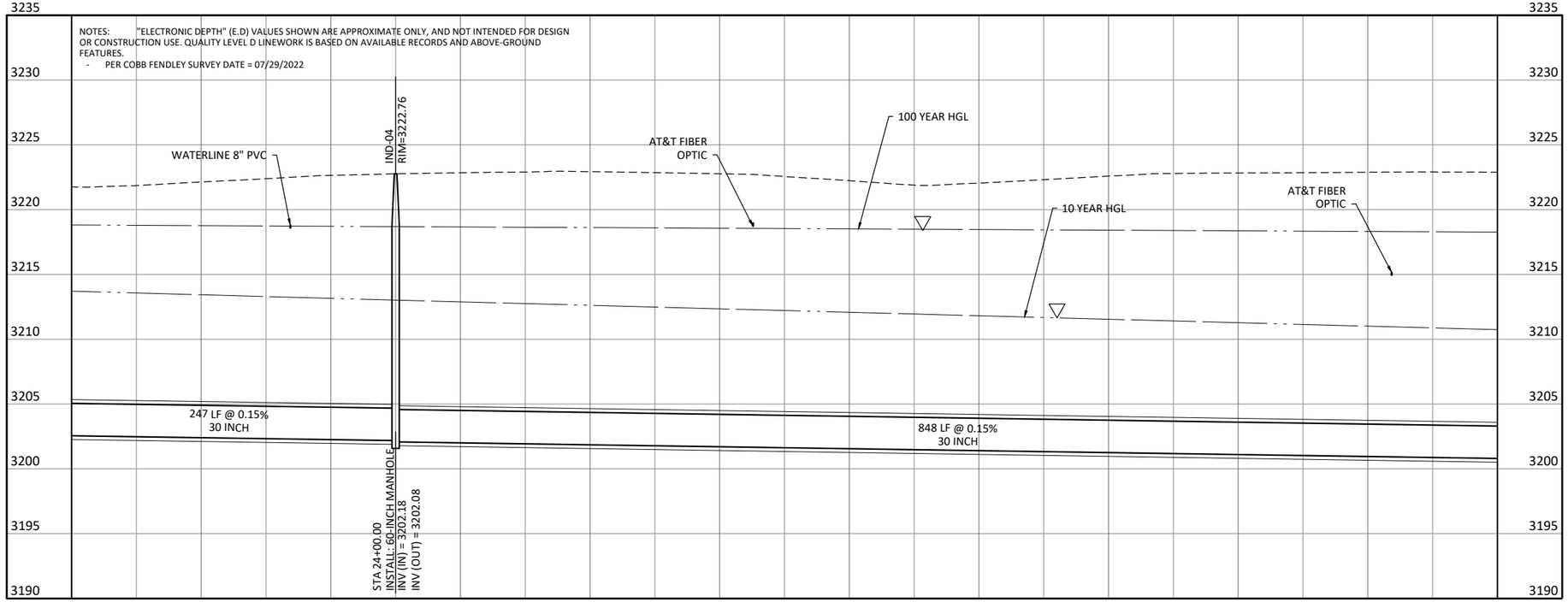
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NOTES:(TYPICAL- PLAN & PROFILE)

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N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (4 OF 7)

R&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	---
CHECKED	HRK

FILE NAME: CV-ALL-OA-PL-STDN-1.dwg

NO.	ISSUE	BY	DATE

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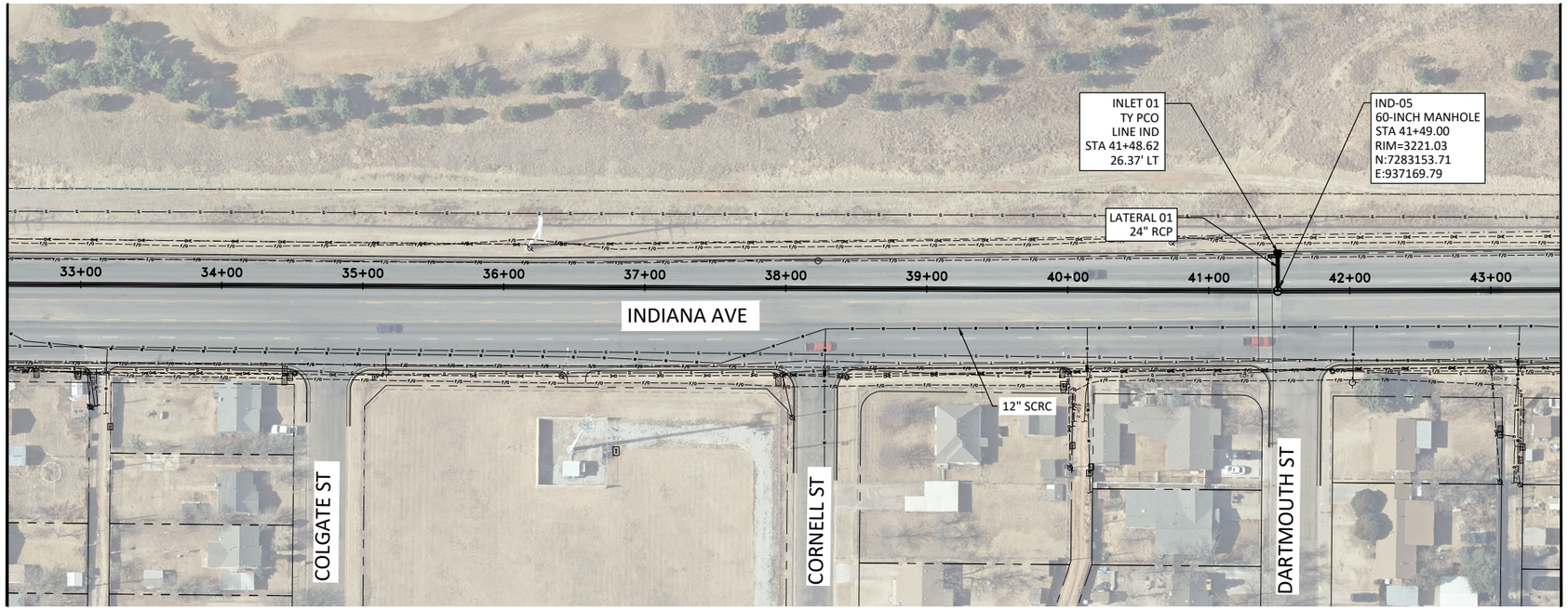
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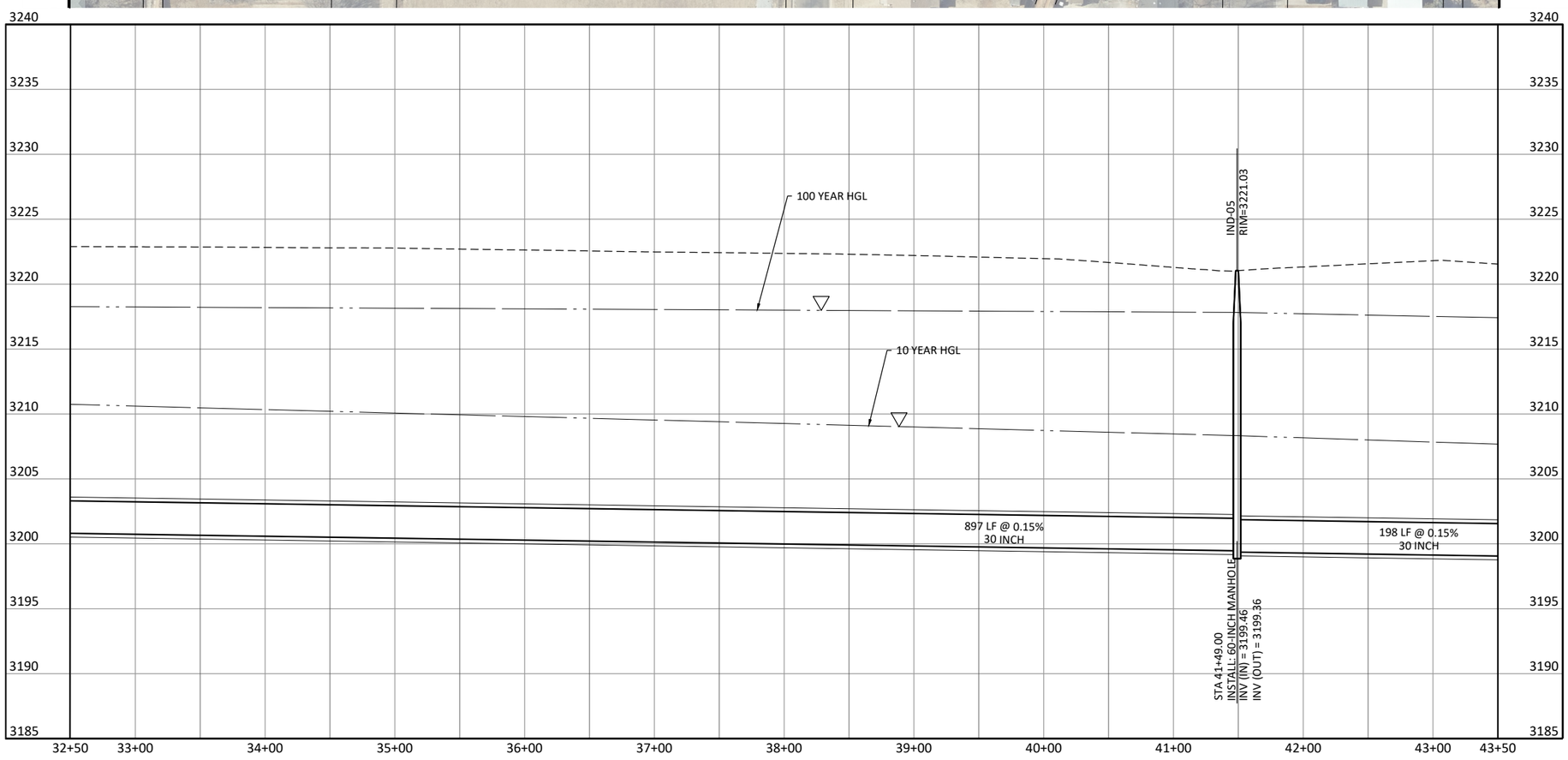
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SEQ. 14

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NOTES:(TYPICAL- PLAN & PROFILE)

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N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (5 OF 7)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
FILE NAME	CV-ALL-OA-PL-STDN-1.dwg

NO.	ISSUE	BY	DATE

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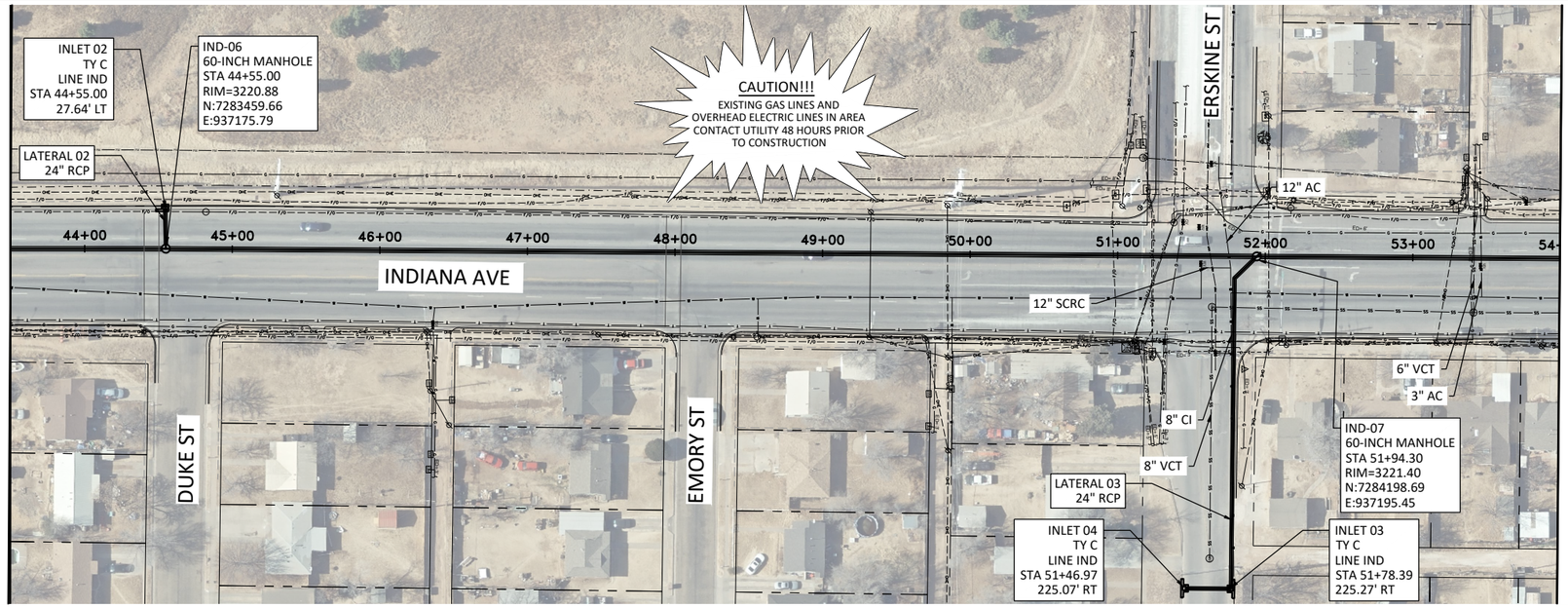
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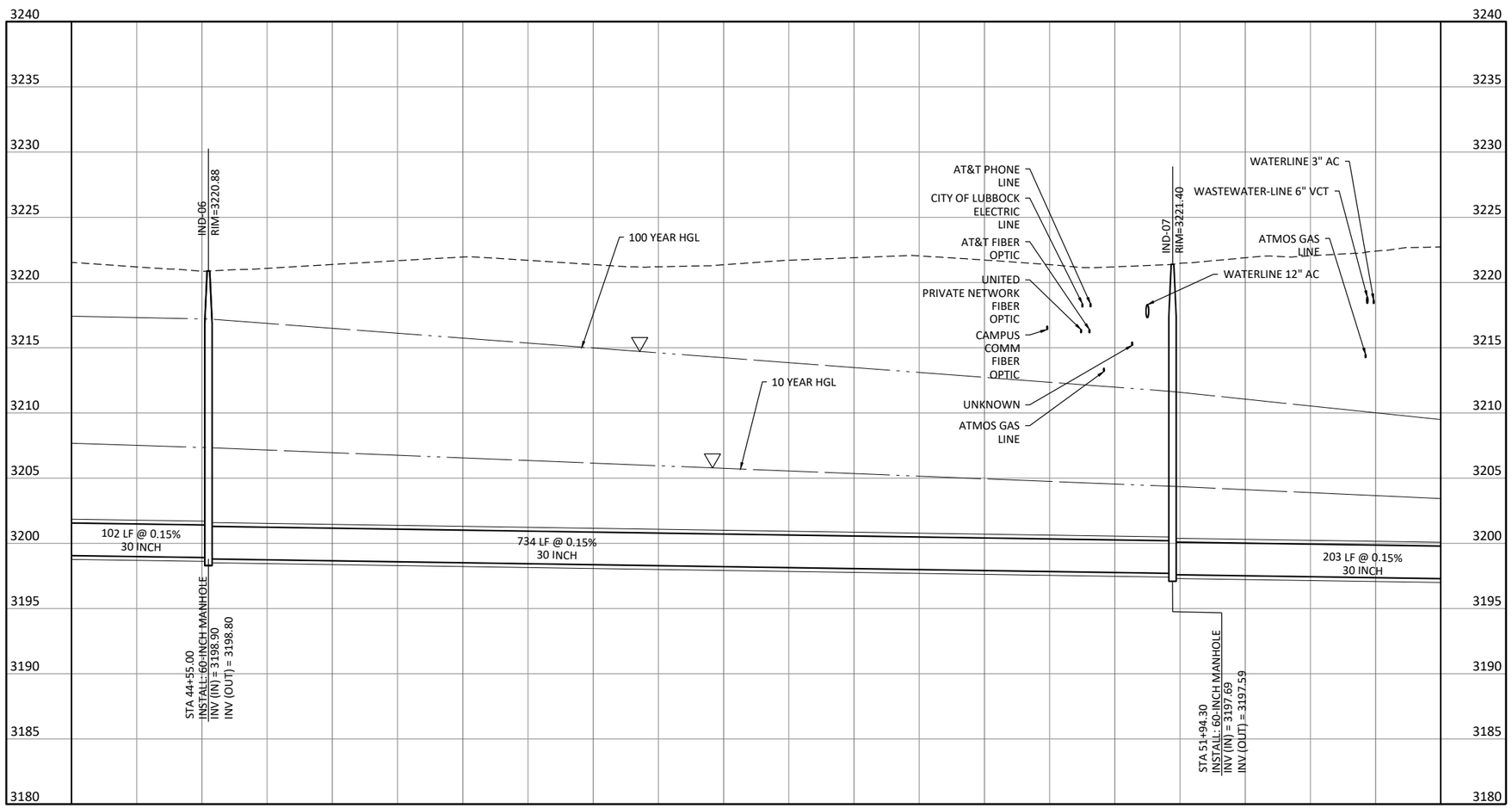
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6. SEE SHEET D-01 AND D-02 FOR INLET DETAILS.
7. SEE SHEET GR-01 FOR GRADING DETAILS.
8. SEE SHEET D-15 AND D-16 FOR TREATMENT UNIT DETAILS.
9. SEE SHEET PP-01 AND PP-02 FOR LIMITS OF PAVEMENT AND CHANNEL REPAIR.
10. SEE SHEET D-05, PP-01, PP-02, AND SP-01 FOR PAVEMENT, RIPRAP, AND CHANNEL REPAIR DETAILS.
11. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
12. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
13. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.

N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
09/12/2023
STATE OF TEXAS
HEATHER RAE KEISTER
100095
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Web - www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE LINE IND (6 OF 7)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
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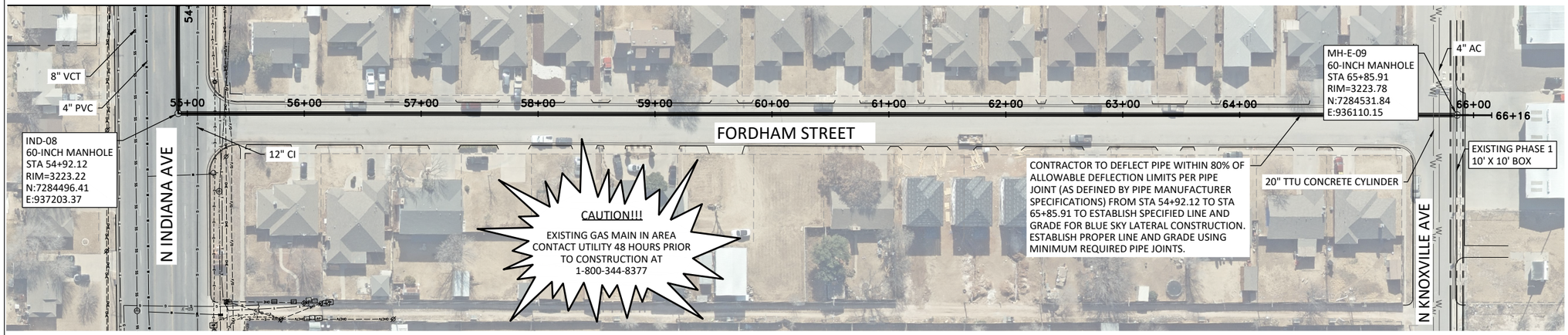
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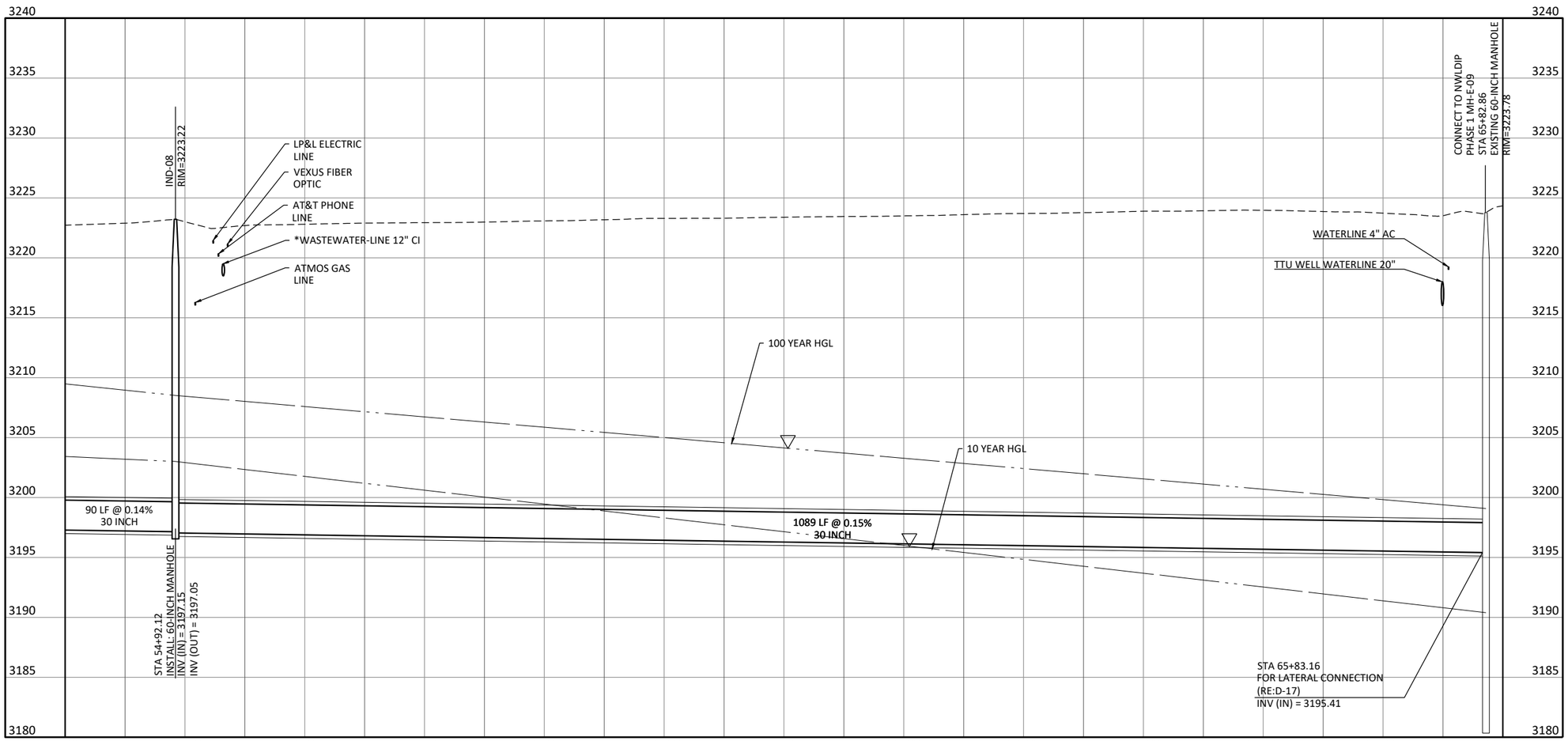
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SHEET P-06
SEQ. 16

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MATCHLINE STA 54+00.00





NOTES:(TYPICAL- PLAN & PROFILE)

1. CONTRACTOR TO SUPPORT AND PROTECT EXISTING PIPE AND BEDDING. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES AT NO EXPENSE TO THE OWNER.
2. CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.
3. CONTRACTOR SHALL BRACE AND ADEQUATELY SUPPORT CROSSING WATER AND SEWER LINES UNLESS OTHERWISE NOTED.
4. SEE SHEET D-08 AND D-09 FOR MANHOLE DETAILS.
5. SEE SHEET D-06 FOR OTHER THAN OPEN CUT DETAILS. BORE PIT/ACCESS SHAFT LIMITS SHALL BE WITHIN ALLOWABLE EASEMENT, ROW, AND WORK ZONE LIMITS.
6. SEE SHEET D-01 AND D-02 FOR INLET DETAILS.
7. SEE SHEET GR-01 FOR GRADING DETAILS.
8. SEE SHEET D-15 AND D-16 FOR TREATMENT UNIT DETAILS.
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10. SEE SHEET D-05, PP-01, PP-02, AND SP-01 FOR PAVEMENT, RIPRAP, AND CHANNEL REPAIR DETAILS.
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12. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
13. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.

N

0 50' 100'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

STORM DRAIN PLAN AND PROFILE
LINE IND (7 OF 7)

F&N JOB NO.	LUB22311
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REVISED	----
CHECKED	HRK
FILE NAME	CV-ALL-OA-PL-STDN-1.dwg

NO.	ISSUE	BY	DATE

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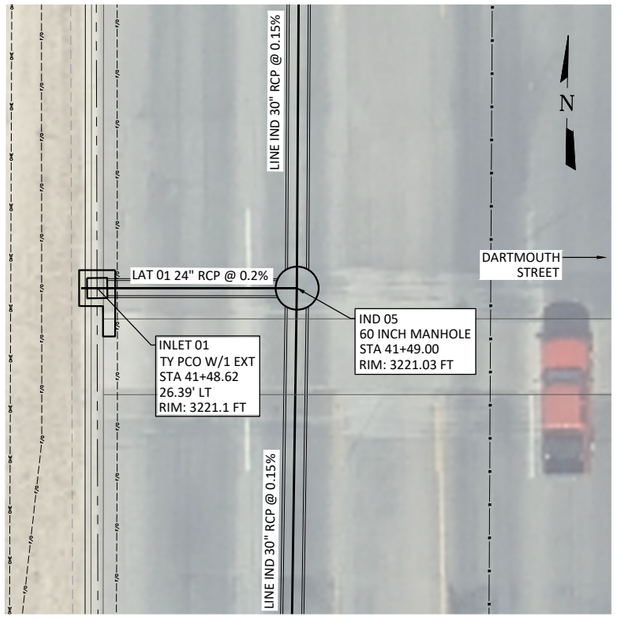
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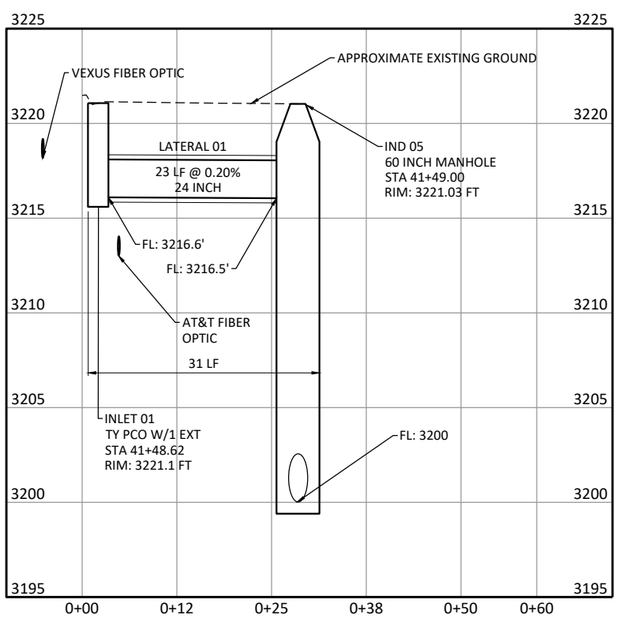
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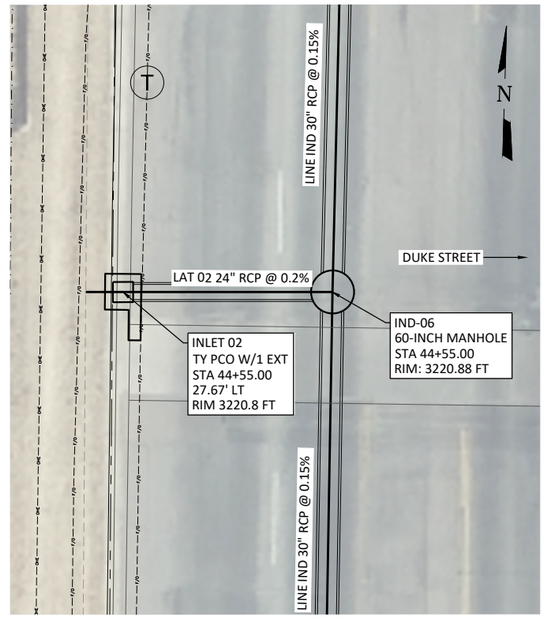


INLET 01 - DARTMOUTH STREET

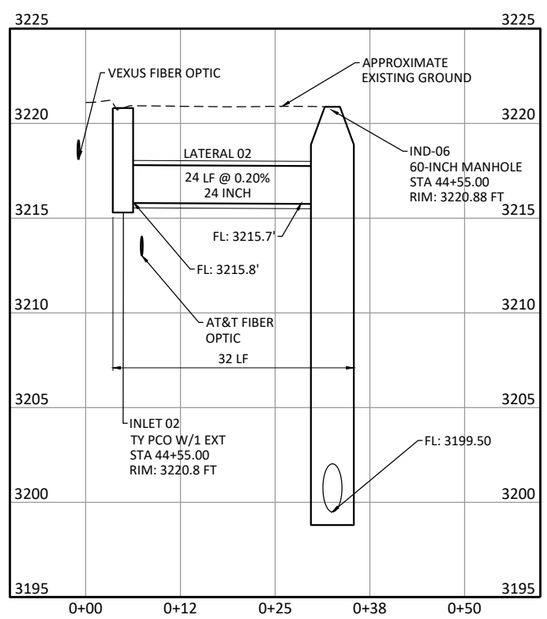


1 INLET 01 PROFILE

HOR: 1"=10'
VER: 1"=4'



INLET 02 - DUKE STREET



2 INLET 02 PROFILE

HOR: 1"=10'
VER: 1"=4'

NOTES

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3. CONTRACTOR SHALL BRACE AND ADEQUATELY SUPPORT CROSSING WATER AND SEWER LINES UNLESS OTHERWISE NOTED.
4. SEE SHEET D-08 AND D-09 FOR MANHOLE DETAILS.
5. SEE SHEET D-07 FOR OTHER THAN OPEN CUT DETAILS. BORE PIT/ACCESS SHAFT LIMITS SHALL BE WITHIN ALLOWABLE EASEMENT, ROW, AND WORK ZONE LIMITS.
6. SEE SHEET D-01 AND D-02 FOR INLET DETAILS.
7. SEE SHEET GR-01 FOR GRADING DETAILS.
8. SEE SHEET D-15 AND D-16 FOR TREATMENT UNIT DETAILS.
9. SEE SHEET PP-01 AND PP-02 FOR LIMITS OF PAVEMENT AND CHANNEL REPAIR.
10. SEE SHEET D-05, PP-01, PP-02, AND SP-01 FOR PAVEMENT, RIPRAP, AND CHANNEL REPAIR DETAILS.
11. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
12. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
13. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.

0 10' 20'
SCALE IN FEET

Freese and Nichols, Inc.
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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

INLET DETAILS (1 OF 2)

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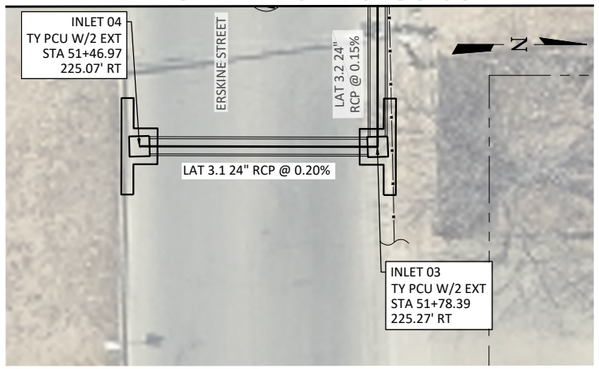
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DATE 09/12/2023
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CHECKED HRK
FILE NAME CV-ALL-OA-PL-STDN-1.dwg

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SHEET P-08
SEQ. 18

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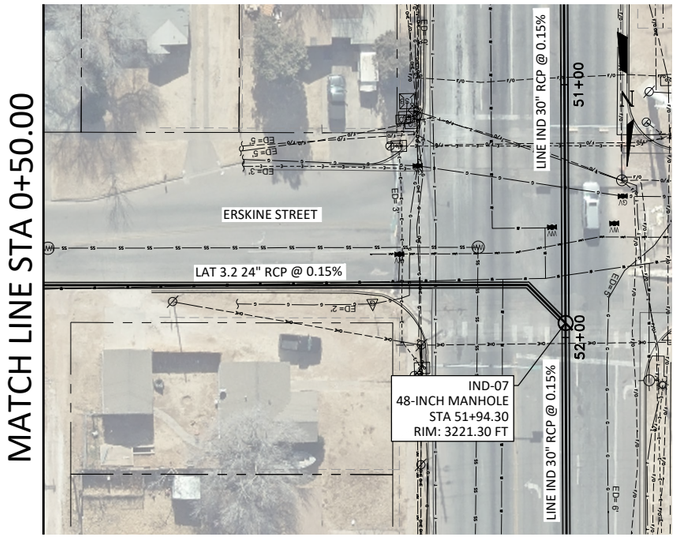
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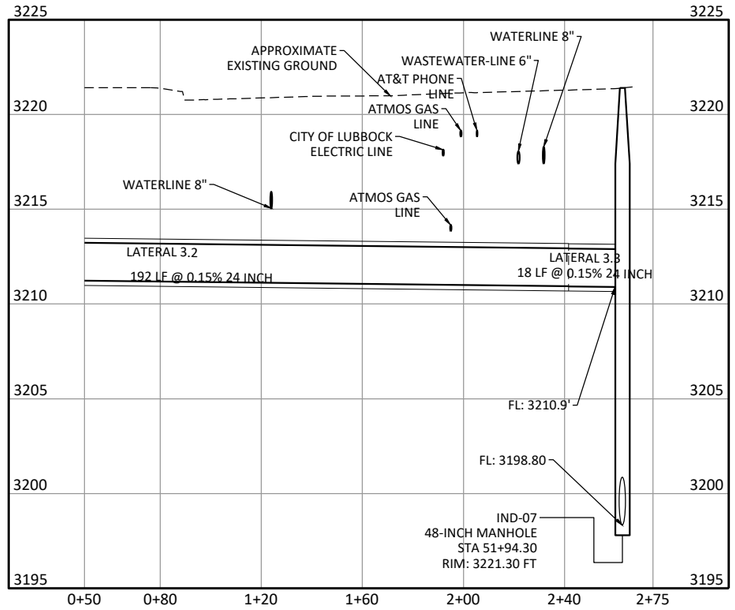
LATERAL 3.1 - ERSKINE STREET

1 LATERAL 3.1 PROFILE

HOR: 1"=10'
VER: 1"=4'



INLET 3.2 - ERSKINE STREET



2 LATERAL 3.2 AND 3.3 PROFILE

HOR: 1"=30'
VER: 1"=4'

NOTES

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9. SEE SHEET PP-01 AND PP-02 FOR LIMITS OF PAVEMENT AND CHANNEL REPAIR.
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11. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
12. SEE SHEET SP-01 AND SP-02 FOR EROSION CONTROL DETAILS.
13. SEE SHEET D-03, D-04, D-05, D-06 FOR TRENCH DETAILS.

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

INLET DETAILS (2 OF 2)

F&N JOB NO.	LUB22311
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FILE NAME	CV-ALL-OA-PL-STDN-1.dwg

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

0" 1"

SHEET P-09

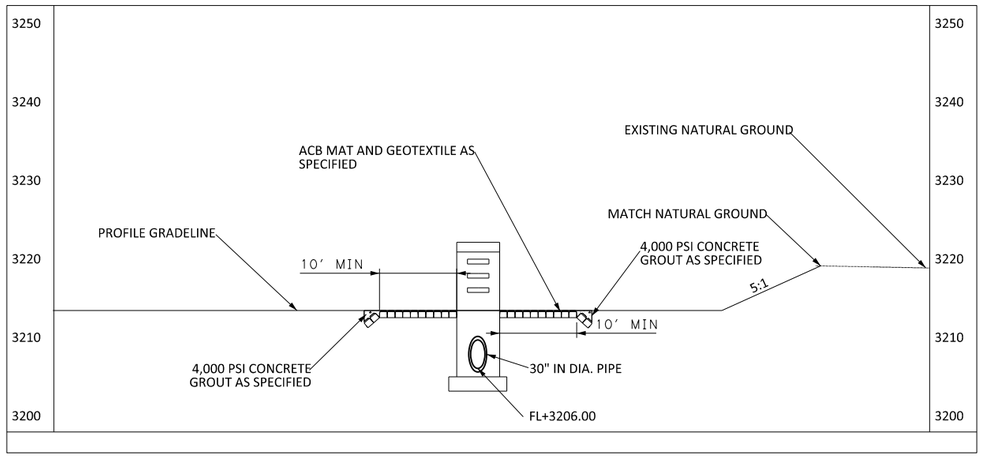
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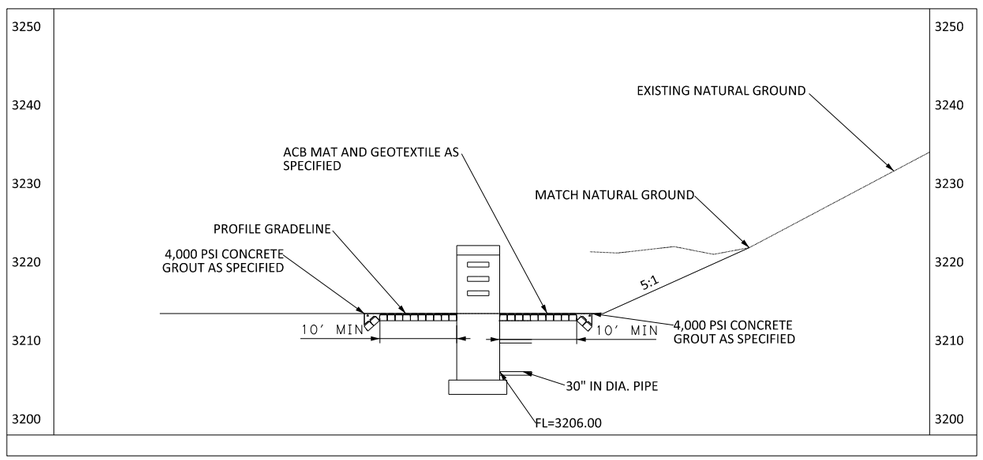
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GENERAL NOTES:

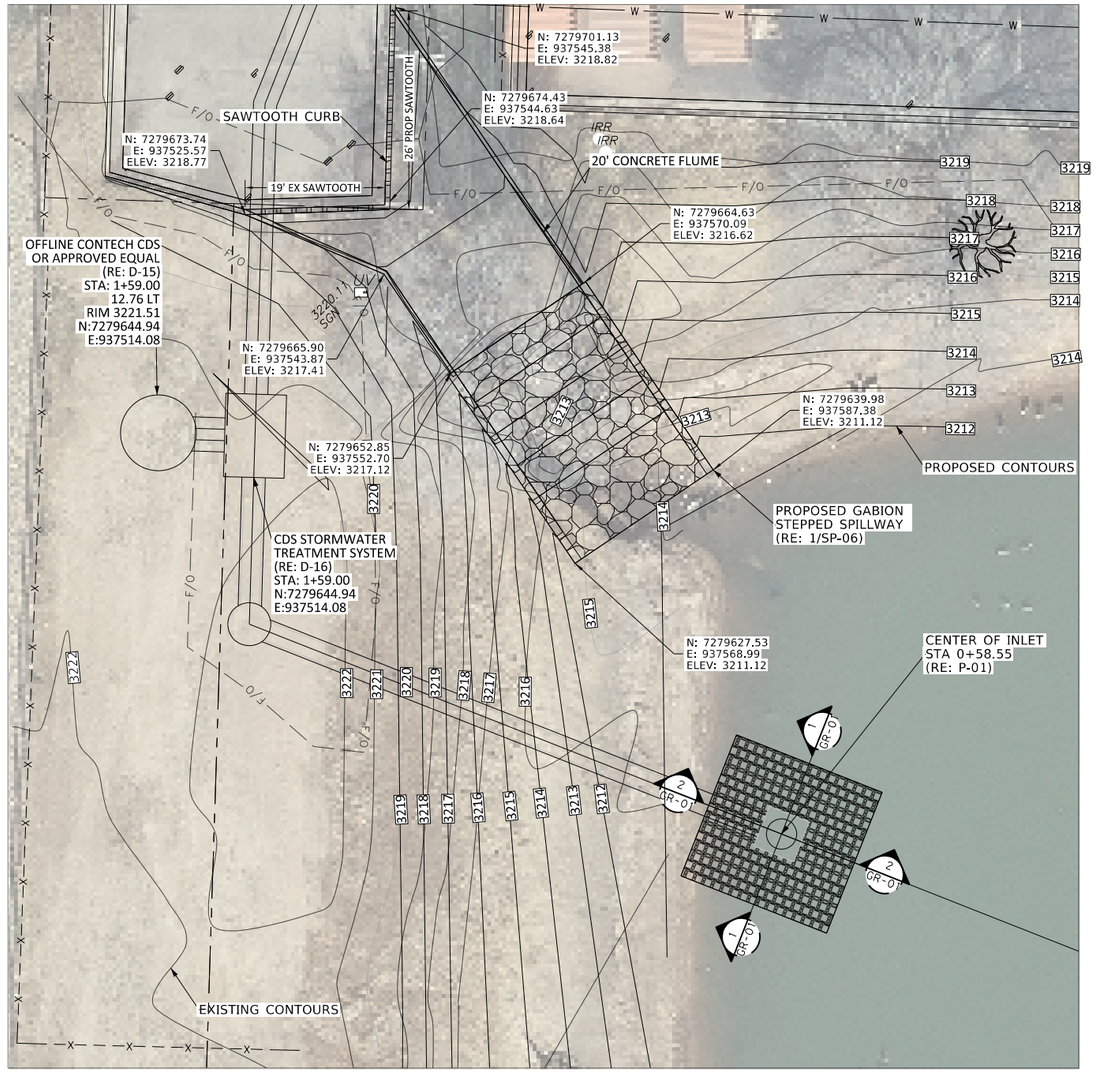
1. PROPOSED GRADING SHALL BE CUT AT SLOPES SPECIFIED, NOT NECESSARILY THE LENGTH SPECIFIED, TO PROVIDE A SMOOTH TRANSITION TO THE EXISTING NATURAL GROUND.
2. GEOTEXTILE MUST BE PLACED AGAINST ALL SIDES OF ALL STRUCTURES AS WELL AS AT HORIZONTAL AND VERTICAL INTERFACES BETWEEN THE SOIL AND THE ARTICULATED CONCRETE BLOCK MATTRESSES AND GABIONS.
3. MINIMUM OVERLAP AT ALL GEOTEXTILE SEAMS SHALL BE 12 INCHES.
4. ALL ARTICULATED CONCRETE BLOCK MATTRESSES SHALL BE PLACED DIRECTLY ON TOP OF THE GEOTEXTILE.
5. ALL ARTICULATED CONCRETE BLOCK MATTRESSES SHALL BE INSTALLED ACCORDING TO MANUFACTURER RECOMMENDATIONS AND A MINIMUM OF TWO BLOCKS ANCHORED INTO THE ANCHOR TRENCH.
6. FINISHED GRADES SHALL BE THE TOP OF THE ARTICULATED CONCRETE BLOCK MATTRESSES (WHERE SHOWN) AROUND STRUCTURES.
7. CONTRACTOR IS REQUIRED TO SUBMIT A COFFERDAM PLAN DESIGNED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. CONTRACTOR IS PERMITTED TO ADJUST THE LOCATION AND LAYOUT OF ALL COFFERDAMS WITHIN THE PERMISSIBLE LIMITS, FOR CONSTRUCTION PURPOSES.
8. SEE SHEET D-01 AND D-02 FOR INLET AND ARTICULATED CONCRETE BLOCK DETAILS.
9. IN-LINE TREATMENT UNIT TO BE AT THE LOCATION SHOWN FOR MAINTENANCE PURPOSES.
10. CONTRACTOR SHALL NOTIFY PROPERTY OWNER TO COORDINATE CONSTRUCTION ACTIVITIES IN THIS AREA.
11. CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.
12. SEE SHEET SP-03, SP-04, SP-05, AND SP-06 FOR GABION DETAILS.
13. INLET IS TO BE BUILT EARLY IN PROJECT TO SUPPORT CITY OF LUBBOCK FEMA MAP UPDATE EFFORTS.



1 GR-01 SECTION
HOR: 1"=10'
VER: 1"=5'

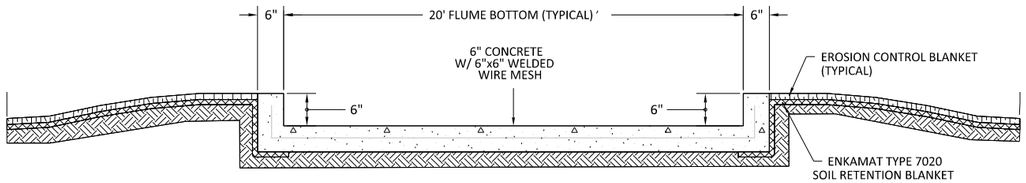


2 GR-01 SECTION
HOR: 1"=10'
VER: 1"=5'



INLET 1 - BLUE SKY LAKE

EXPECTED DEPTHS OF WATER AT INLET 1	
TYPICAL WATER SURFACE ELEVATION/ELEVATION D (SHEET D-01)	3218.33
100-YR PEAK WATER SURFACE ELEVATION	3220.50



3 ~ CONCRETE FLUME DETAIL
NOT TO SCALE

N

0 5' 10' 20'
SCALE IN FEET

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

09/12/2023

STATE OF TEXAS
HEATHER RAE KESTER
100095
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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

INLET GRADING LAYOUT
INLET 1

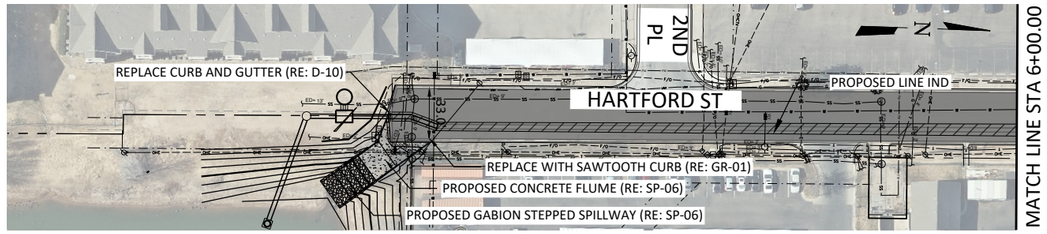
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F&N JOB NO.	LUB22311			
DATE	09/12/2023			
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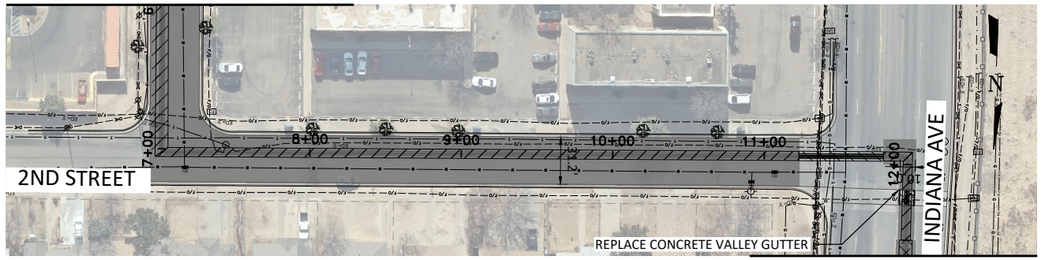
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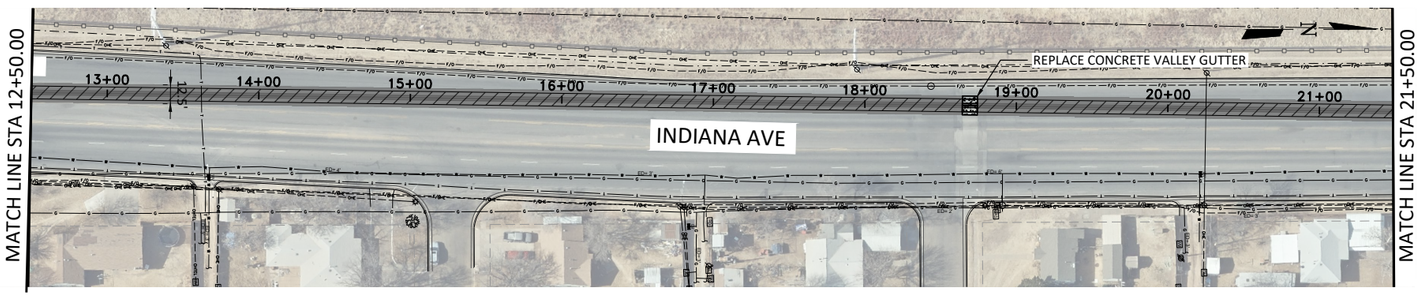
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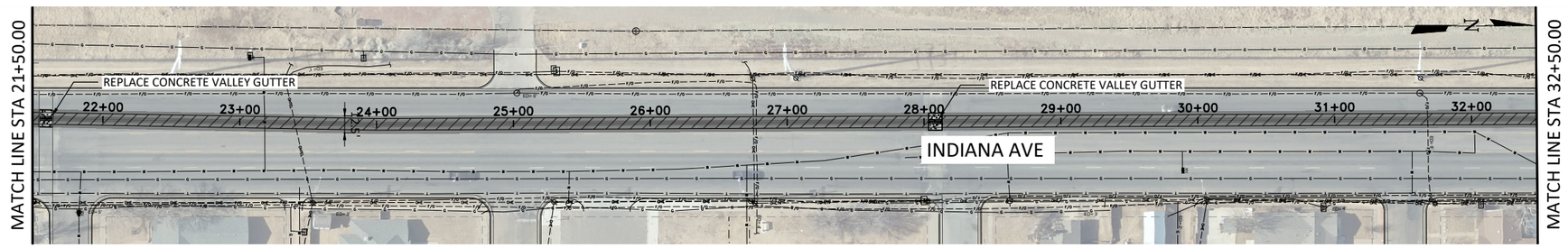


MATCH LINE STA 6+00.00



MATCH LINE STA 12+50.00





NOTES:

1. EMERGENCY ACCESS AND ACCESS TO RESIDENCE DRIVES SHALL BE PROVIDED AT ALL TIMES. ACCESS SHALL BE CLOSED FOR NO MORE THAN 2 HOURS AT ANY TIME DURING DAY, OPEN AT ALL TIMES DURING NIGHT.
2. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADE, FLAGMAN, ETC. TO MAINTAIN SAFE TRAFFIC FLOW DURING ENTIRE TIME CONSTRUCTION OR EXCAVATION IS OCCURRING WITHIN THE RIGHT-OF-WAY.
3. CONTRACTOR SHALL CONTAIN EASEMENT WORKING OPERATIONS WITHIN THE ROW. ANY PAVEMENT DAMAGED BY THE CONTRACTOR'S OPERATIONS THAT IS SHOWN TO BE OUTSIDE OF PAVEMENT REPLACEMENT LIMITS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL REPAIR AND REPAVE EACH CITY STREET, WITHIN 7 DAYS UPON COMPLETION OF ALL PIPE LAYING ACTIVITIES FOR EACH STREET. (I.E. WHEN CONTRACTOR LEAVES ONE STREET TO PRIVATE PROPERTY OR TO ANOTHER STREET, THE STREET MUST BE REPAVED.)
5. IF CONTRACTOR DAMAGES PAVEMENT OUTSIDE OF WORK LIMITS, IT IS THE CONTRACTORS RESPONSIBILITY TO REPAVE AREAS AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR IS TO FIRST MILL THE EXISTING ASPHALT PAVING AS DEFINED IN THE LIMITS OF PAVING CONTRACTOR SHALL THEN DELIVER THOSE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P. LUBBOCK, TEXAS 79403. THEN THE CONTRACTOR IS TO MILL THE EXISTING FLEXBASE MATERIAL AS DEFINED IN THE LIMITS OF PAVING. CONTRACTOR SHALL THEN DELIVER THE FLEXBASE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P. LUBBOCK, TEXAS, 79403. THE CONTRACTOR SHALL THEN REMOVE ANY ADDITIONAL EXISTING SOIL TO OBTAIN DEPTH REQUIRED TO INSTALL 12-INCHES OF FLEXBASE AND AT LEAST 2 INCHES OF ASPHALT PAVEMENT. THE CONTRACTOR CAN COORDINATE DELIVERY OF MILLINGS WITH SITE OPERATIONS BY CALLING (806) 775-2657.
7. LIMITS OF REMOVAL FOR CURB AND GUTTER AND CONCRETE VALLEY GUTTER, ARE APPROXIMATE. REMOVAL FOR THESE ITEMS SHALL BE AS NEEDED FOR THE TRENCH AND TO THE NEAREST JOINT IN THE FIELD. SEE SHEET D-11 FOR CURB DETAILS AND SHEET D-10 FOR VALLEY GUTTER DETAILS.
8. LIMITS OF CONCRETE RIPRAP REMOVAL ARE APPROXIMATE. CONTRACTOR SHALL SURVEY ALL CONCRETE FLATWORK PRIOR TO REMOVAL. CONTRACTOR SHALL REMOVE CONCRETE RIPRAP WITH CLEAN SAWCUTS AT THE LIMITS OF THE TRENCH AND REPLACE TO MATCH THE EXISTING LINES AND GRADES. SEE SHEET D-09 FOR VALLEY GUTTER DETAILS.
9. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
10. SEE SHEET D-03, D-04, D-05, D-06 FOR TRENCH DETAILS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING SEDIMENT FROM EXISTING CONCRETE DRAINAGE INFRASTRUCTURE TO REMAIN.

LEGEND:

- PROPOSED MANHOLE
- PROPOSED STORM WATER PIPE
- TREE
- SEAL COAT
- CONCRETE REPLACEMENT
- LIMITS OF TRENCH / FULL DEPTH PAVEMENT REMOVAL/REPLACEMENT

0 50' 100'
SCALE IN FEET

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

LINE IND
PAVING PLAN (1 OF 2)

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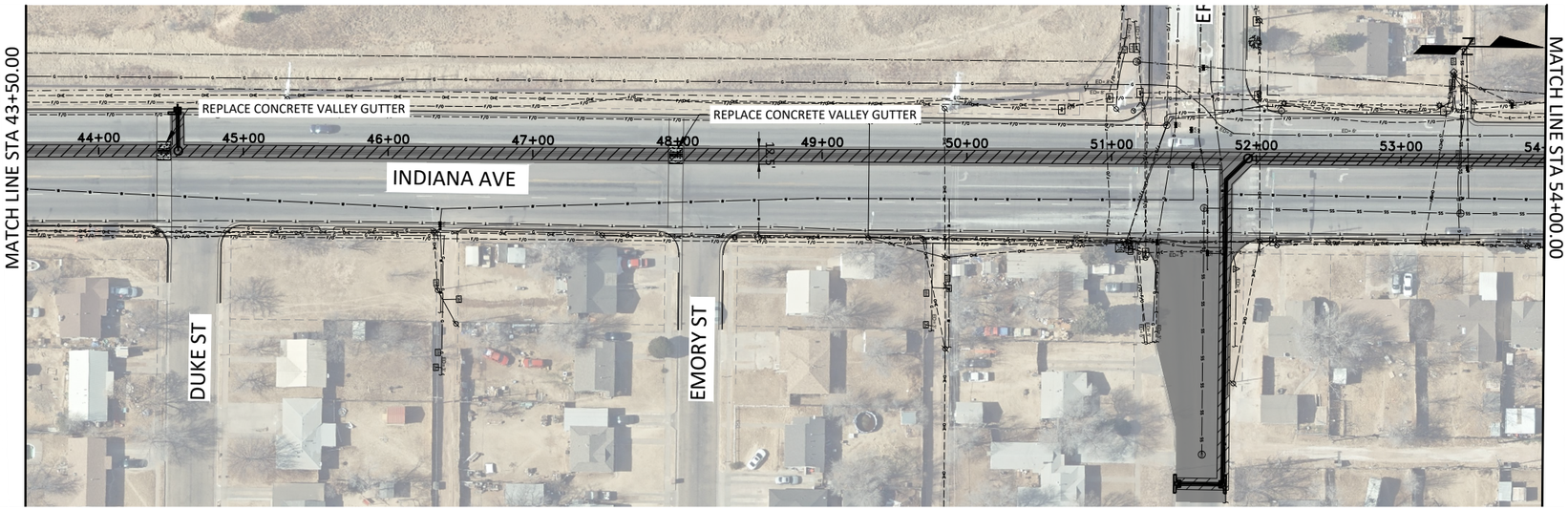
SHEET PP-01

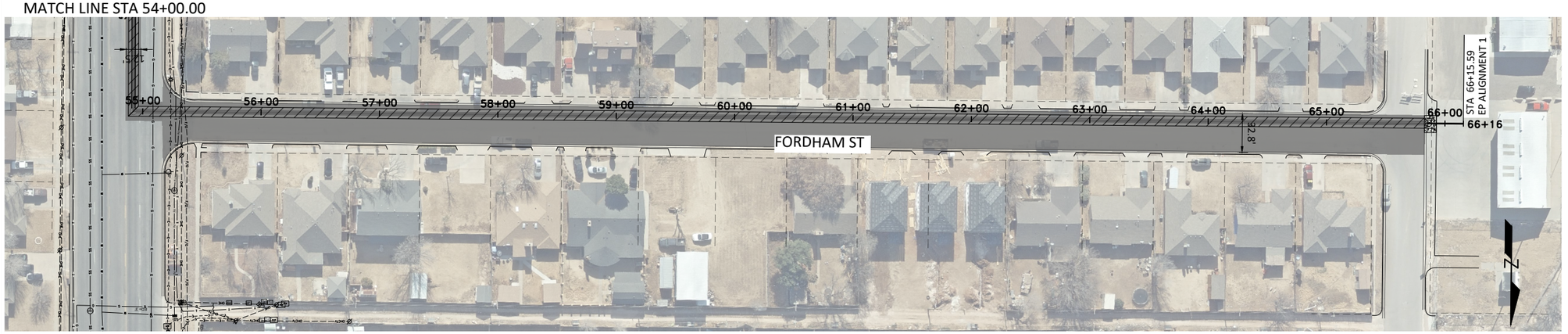
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NOTES:

1. EMERGENCY ACCESS AND ACCESS TO RESIDENCE DRIVES SHALL BE PROVIDED AT ALL TIMES. ACCESS SHALL BE CLOSED FOR NO MORE THAN 2 HOURS AT ANY TIME DURING DAY, OPEN AT ALL TIMES DURING NIGHT.
2. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADE, FLAGMAN, ETC. TO MAINTAIN SAFE TRAFFIC FLOW DURING ENTIRE TIME CONSTRUCTION OR EXCAVATION IS OCCURRING WITHIN THE RIGHT-OF-WAY.
3. CONTRACTOR SHALL CONTAIN EASEMENT WORKING OPERATIONS WITHIN THE ROW. ANY PAVEMENT DAMAGED BY THE CONTRACTOR'S OPERATIONS THAT IS SHOWN TO BE OUTSIDE OF PAVEMENT REPLACEMENT LIMITS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL REPAIR AND REPAVE EACH CITY STREET, WITHIN 7 DAYS UPON COMPLETION OF ALL PIPE LAYING ACTIVITIES FOR EACH STREET. (I.E. WHEN CONTRACTOR LEAVES ONE STREET TO PRIVATE PROPERTY OR TO ANOTHER STREET, THE STREET MUST BE REPAVED.)
5. IF CONTRACTOR DAMAGES PAVEMENT OUTSIDE OF WORK LIMITS, IT IS THE CONTRACTORS RESPONSIBILITY TO REPAVE AREAS AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR IS TO FIRST MILL THE EXISTING ASPHALT PAVING AS DEFINED IN THE LIMITS OF PAVING CONTRACTOR SHALL THEN DELIVER THOSE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P. LUBBOCK, TEXAS 79403. THEN THE CONTRACTOR IS TO MILL THE EXISTING FLEXBASE MATERIAL AS DEFINED IN THE LIMITS OF PAVING. CONTRACTOR SHALL THEN DELIVER THE FLEXBASE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P. LUBBOCK, TEXAS, 79403. THE CONTRACTOR SHALL THEN REMOVE ANY ADDITIONAL EXISTING SOIL TO OBTAIN DEPTH REQUIRED TO INSTALL 12-INCHES OF FLEXBASE AND AT LEAST 2 INCHES OF ASPHALT PAVEMENT. THE CONTRACTOR CAN COORDINATE DELIVERY OF MILLINGS WITH SITE OPERATIONS BY CALLING (806) 775-2657.
7. LIMITS OF REMOVAL FOR CURB AND GUTTER AND CONCRETE VALLEY GUTTER, ARE APPROXIMATE. REMOVAL FOR THESE ITEMS SHALL BE AS NEEDED FOR THE TRENCH AND TO THE NEAREST JOINT IN THE FIELD. SEE SHEET D-11 FOR CURB DETAILS AND SHEET D-10 FOR VALLEY GUTTER DETAILS.
8. LIMITS OF CONCRETE RIPRAP REMOVAL ARE APPROXIMATE. CONTRACTOR SHALL SURVEY ALL CONCRETE FLATWORK PRIOR TO REMOVAL. CONTRACTOR SHALL REMOVE CONCRETE RIPRAP WITH CLEAN SAWCUTS AT THE LIMITS OF THE TRENCH AND REPLACE TO MATCH THE EXISTING LINES AND GRADES. SEE SHEET D-09 FOR VALLEY GUTTER DETAILS.
9. SEE SHEET TR-01 AND TR-02 FOR TRAFFIC CONTROL INFORMATION.
10. SEE SHEET D-03, D-04, D-05, AND D-06 FOR TRENCH DETAILS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING SEDIMENT FROM EXISTING CONCRETE DRAINAGE INFRASTRUCTURE TO REMAIN.

LEGEND:

- PROPOSED MANHOLE
- PROPOSED STORM WATER PIPE
- TREE
- SEAL COAT
- CONCRETE REPLACEMENT
- LIMITS OF TRENCH / FULL DEPTH PAVEMENT REMOVAL/REPLACEMENT

0 50' 100'
SCALE IN FEET

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

09/12/2023

HEATHER RAE KEISTER
100095
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STATE OF TEXAS

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

LINE IND PAVING PLAN (2 OF 2)

	DATE	BY	ISSUE	NO.

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
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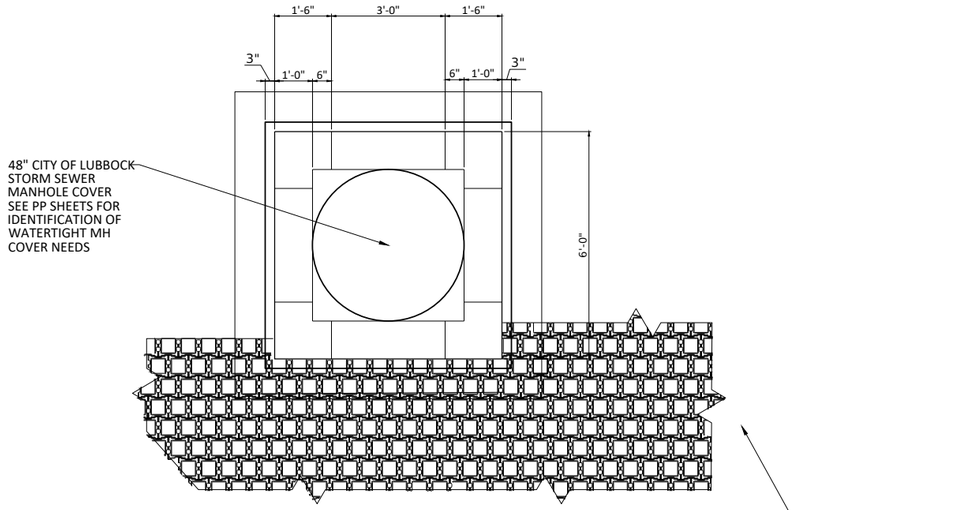
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SHEET
PP-02

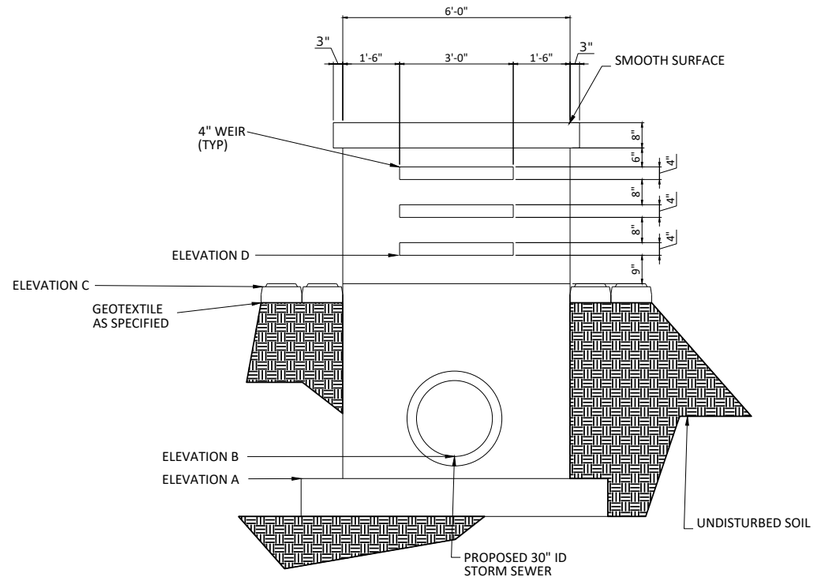
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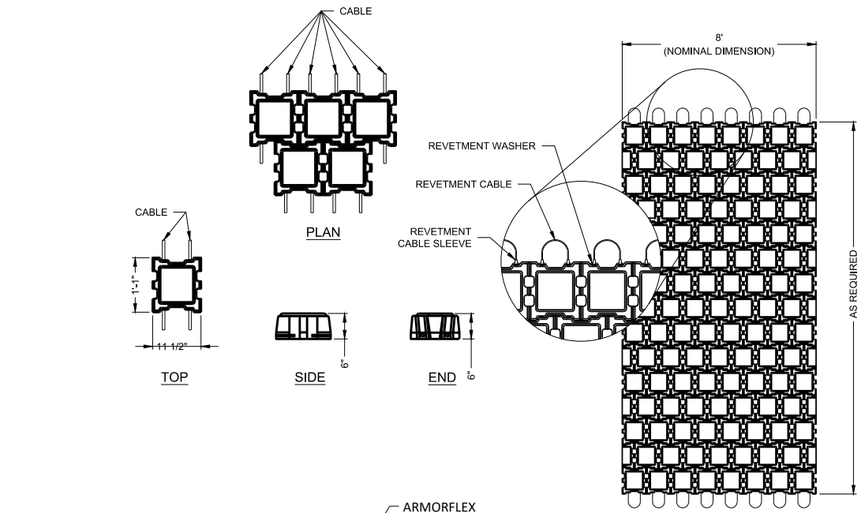
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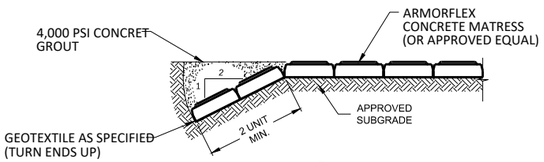


1 S-01 INLET 1 STRUCTURE PLAN
NOT TO SCALE



3 S-01 INLET 1 STRUCTURE ELEVATION
NOT TO SCALE





2 S-01 ARMORFLEX CONCRETE MATTRESS
NOT TO SCALE

NOTES:
1. STAMPED CONCRETE: HORIZONTAL SURFACES, EXPOSED USING MATCRETE PATTERN AS SPECIFIED. (SEE SPECIFICATION SECTION 03 30 00 CAST-IN-PLACE CONCRETE)
2. TEXTURED CONCRETE: EXPOSED VERTICAL WALLS TO 2FT BELOW GRADE USING FITZGERALD FORMLINER PATTERN AS SPECIFIED.
3. COLORED CONCRETE: ALL WALLS AND COVER. (SEE SPECIFICATION SECTION 3 30 00 CAST-IN-PLACE CONCRETE)

INLET LOCATION	LOCATION NAME	NEAREST BORING	ELEVATION A	ELEVATION B	ELEVATION C	ELEVATION D	GEOTEXTILE
LAKE 054	BLUE SKY	B4	3200.42	3201.00	3215.77	3216.52	MIRAFI 1160N

4' 0 4' 8'
¼"=1'-0"

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CITY OF LUBBOCK
DESIGN OF BLUE SKY LATERAL
CIVIL
INLET 1 STRUCTURE DETAIL (1 OF 2)

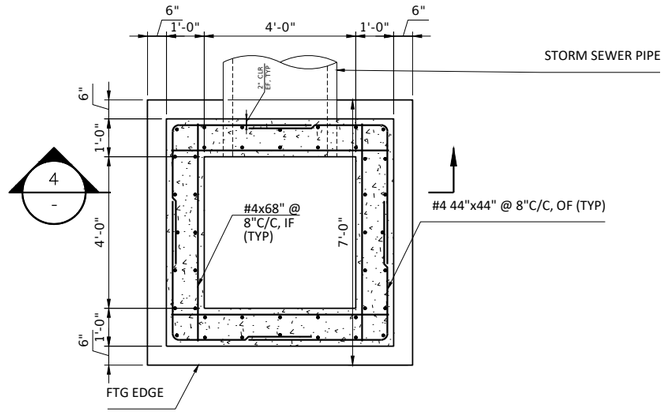
NO.	ISSUE	BY	DATE

F&N JOB NO. LUB23111
DATE 09/12/2023
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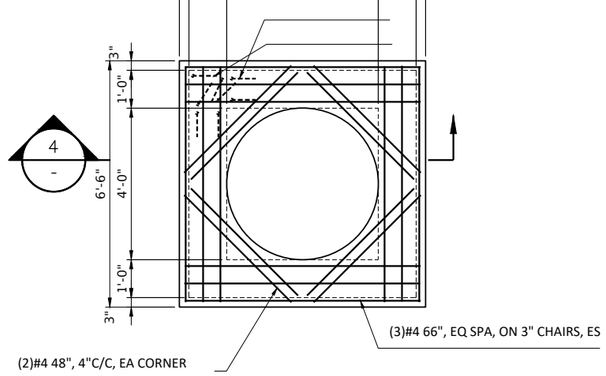
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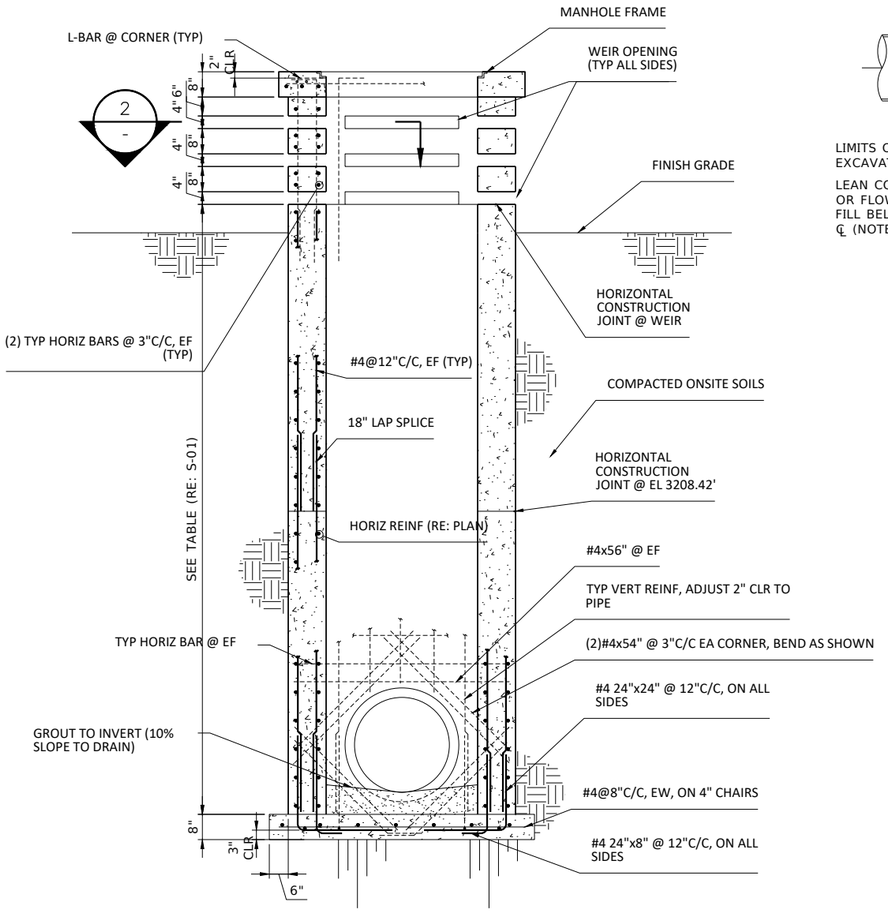


DETAIL NOTES:
1. COORDINATE WITH CIVIL DRAWINGS FOR LOCATION AND ORIENTATION OF INLETS.

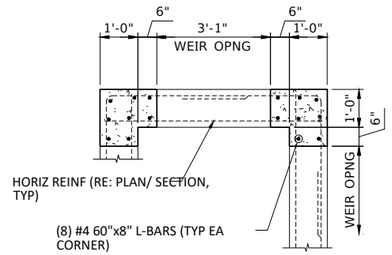
1 S-02 **FOUNDATION PLAN**
SCALE: 3/8"-1'-0"



3 S-02 **TOP PLAN**
SCALE: 3/8"-1'-0"

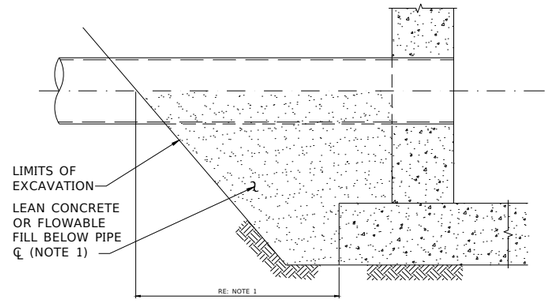


4 S-02 **SECTION**
SCALE: 3/8"-1'-0"



DETAIL NOTES:
1. REINFORCING AND DIMENSIONS IDENTICAL ON ALL SIDES.

2 S-02 **INLET 1 STRUCTURE ELEVATION**
SCALE: 3/8"-1'-0"



DETAIL NOTE:
1. CONCRETE FILL SHALL EXTEND TO THE LIMITS OF THE EXCAVATION, BUT NOT LESS THAN THE PIPE DIAMETER OR 1'-0", WHICHEVER IS GREATER. THE WIDTH OF FILL BELOW PIPE SHALL NOT BE LESS THAN 2'-0" PLUS THE WIDTH OF PIPE OUTSIDE DIAMETER.
2. DO NOT ENCASE RESTRAINED OR UNRESTRAINED COUPLINGS.

5 S-02 **PIPE PENETRATION DETAIL**
NOT TO SCALE

STRUCTURAL NOTES:

GENERAL

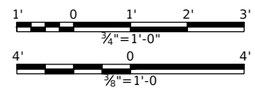
1. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH APPLICABLE OSHA, STATE, AND LOCAL REGULATIONS. THIS DESIGN IS NOT INTENDED TO CONFLICT WITH SAFETY OR APPLICABLE REGULATIONS OR TO RELIEVE THE CONTRACTOR OF COMPLIANCE WITH THESE REQUIREMENTS. IN CASE OF CONFLICT WITH SAFETY OR APPLICABLE REGULATIONS, CONTACT THE ENGINEER FOR GUIDANCE BEFORE PROCEEDING WITH FABRICATION OR CONSTRUCTION.
2. LIVE LOAD, INTAKE TOP SLAB: 100 PSF
3. PLANS, SECTIONS, AND DETAILS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.

CONCRETE

1. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI, UNLESS OTHERWISE NOTED. REINFORCING SHALL BE IN ACCORDANCE WITH ASTM A615, GRADE 60, DEFORMED.
2. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" INSIDE FORMS OR TOOLED TO 3/4" RADIUS ON SLABS UNLESS OTHERWISE NOTED.
3. HOOKS SHOWN ON DRAWINGS ARE STANDARD HOOKS PER ACI 318, UNLESS NOTED OTHERWISE.
4. ALL REINFORCING SHALL BE CONTINUOUS.

FOUNDATION

1. ALL FOUNDATIONS SHALL BEAR ON SOUND, UNDISTURBED, LEVEL EXCAVATIONS. REMOVE ANY AND ALL LOOSE DEBRIS FROM EXPOSED BEARING SURFACE. SUITABLE BEARING MATERIAL SHALL BE VERIFIED BY A GEOTECHNICAL PROFESSIONAL ENGINEER.
2. PLACEMENT OF ONSITE, EXCAVATED SOILS SHALL BE UNIFORMLY PLACED TO BRING UP SOIL EVENLY ON ALL SIDES OF INLET.



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Texas Registered Engineering Firm F-2144

09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

INLET STRUCTURAL DETAILS (2 OF 2)

R&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
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CHECKED	HRK
FILE NAME	DR-ST-DET.dwg

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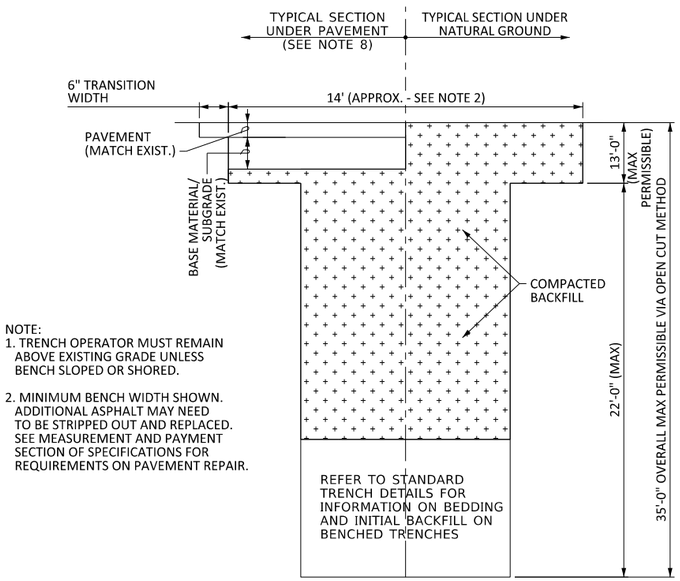
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SEQ. 24

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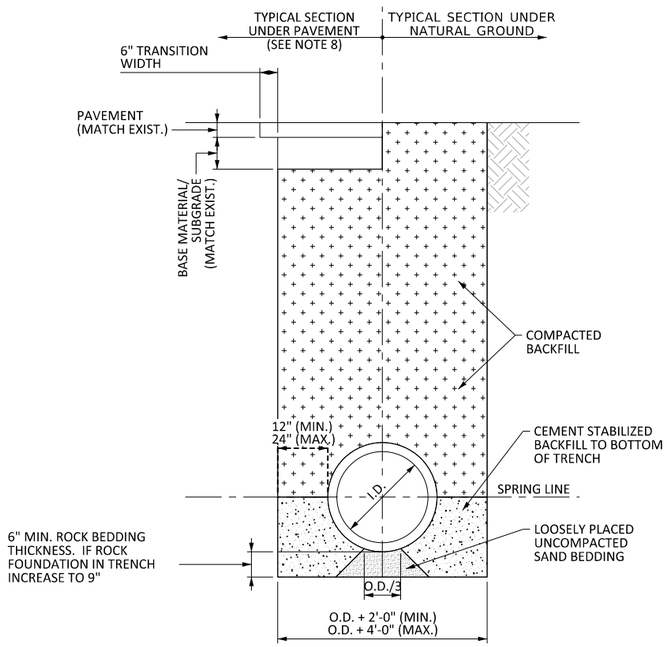
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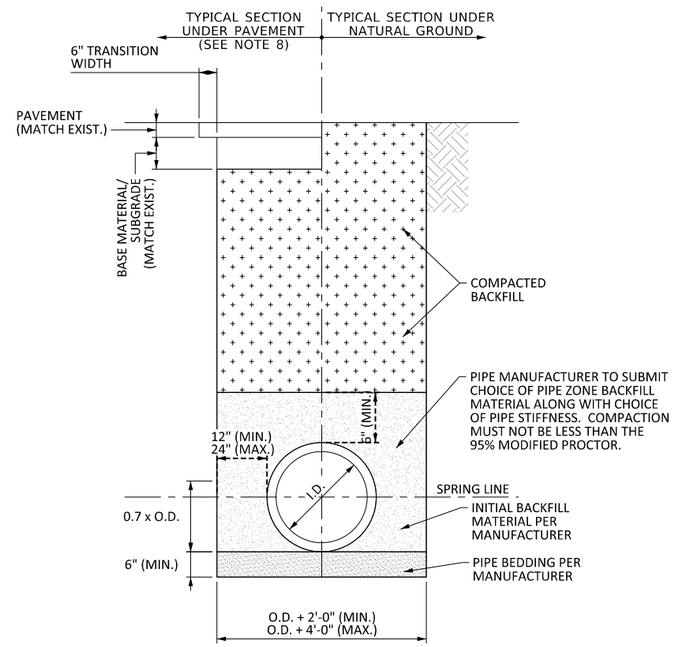
NOTE:
1. TRENCH OPERATOR MUST REMAIN ABOVE EXISTING GRADE UNLESS BENCH SLOPED OR SHORED.

2. MINIMUM BENCH WIDTH SHOWN. ADDITIONAL ASPHALT MAY NEED TO BE STRIPPED OUT AND REPLACED. SEE MEASUREMENT AND PAYMENT SECTION OF SPECIFICATIONS FOR REQUIREMENTS ON PAVEMENT REPAIR.

1 D-01 **BENCHED TRENCH DETAIL**
NOT TO SCALE



2 D-01 **STANDARD TRENCH DETAIL PRECAST REINFORCED CONCRETE PIPE**
NOT TO SCALE



3 D-01 **STANDARD TRENCH DETAIL FLEXIBLE PIPE**
NOT TO SCALE

NOTES:

1) SEE GENERAL NOTES, SHEETS G-01 AND G-02, AND STREET AND ROW SECTIONS FOR ASPHALT REPLACEMENT AND SALVAGE.
2) SEE PAVEMENT/BASE CROSS SECTION FOR MATERIAL DEPTHS REQUIRED FOR STREET REPAIR.
3) IN SPECIFIED TRENCH OR EXCAVATION BACKFILL COMPACTION UNDER STREETS CANNOT BE ACHIEVED, BACKFILL TRENCH WITH CEMENT STABILIZED BACKFILL TO BOTTOM OF STREET BASE MATERIAL.
4) TRENCH BACKFILL TO BE COMPACTED TO 95% ASTM D1557 MODIFIED PROCTOR DENSITY.
5) MAXIMUM DEPTH PERMISSIBLE FOR OPEN CUT EXCAVATION METHODS (TRENCH, CUT AND COVER, ETC.) IS 50 FEET TO BOTTOM OF TRENCH.
6) CSB MEANS CEMENT STABILIZED BACKFILL
7) PLACE TRENCH IN DAM AT EVERY 200-LF ACCORDING TO TRENCH DAM DETAIL THIS SHEET.
8) FOR TRENCHES IN PAVED AREAS, SEE SHEET D-05 FOR PAVEMENT REPAIR DETAILS, AND SHEETS PP-01 THROUGH PP-02 FOR PAVEMENT REPAIR LIMITS.
9) TOPSOIL TO BE SALVAGED IN ACCORDANCE WITH SPECIFICATIONS.
10) ALLOW 24-HR SET UP TIME FOR CEMENT STABILIZED BACKFILL PRIOR TO THE NEXT LIFT OF BACKFILL.
11) FILTER USED TO WRAP CRUSHED AGGREGATE SHALL HAVE A MINIMUM TENSILE STRENGTH OF 370 x 250 lbs WHEN TESTED IN ACCORDANCE WITH ASTM D-4632. THE FABRIC USED SHALL EITHER BE MARAFI FILTERWEAVE 700X, OR APPROVED EQUAL.
12) CONTRACTOR HAS THE OPTION OF UTILIZING ADDITIONAL CEMENT STABILIZED BACKFILL BEYOND THE MINIMUM REQUIRED AT NO ADDITIONAL COMPENSATION.

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09/12/2023
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Web www.freese.com

CITY OF LUBBOCK
DESIGN OF BLUESKY LATERAL
CIVIL
TRENCH DETAILS

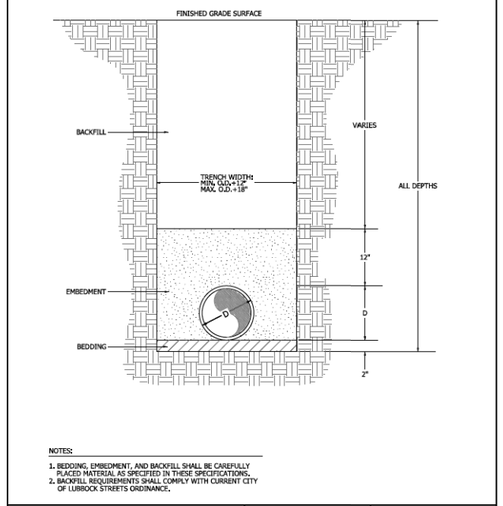
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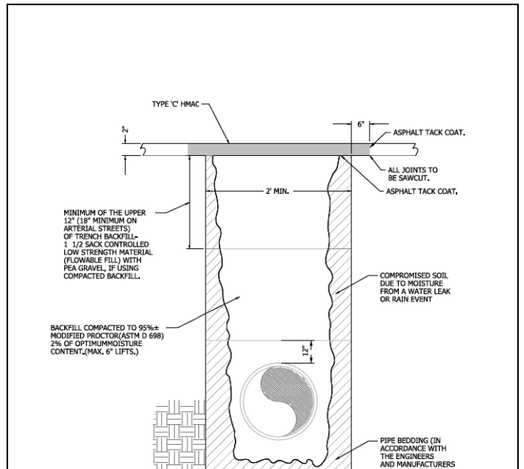
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NOTES:

1. BEDDING, EMBEDMENT, AND BACKFILL SHALL BE CAREFULLY PLACED MATERIAL AS SPECIFIED IN THESE SPECIFICATIONS.
2. BACKFILL REQUIREMENTS SHALL COMPLY WITH CURRENT CITY OF LUBBOCK STREETS ORDINANCE.

WATER LINE TRENCH DETAIL	City of Lubbock TEXAS	REVISED DEC. 2012
		DRAWING NUMBER W-1



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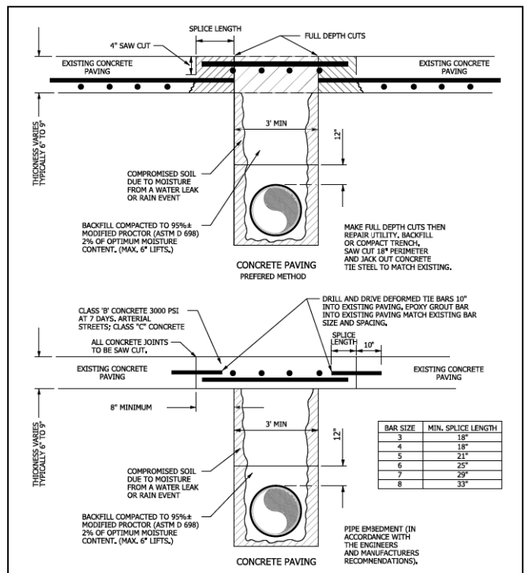
ALTERNATIVE BACKFILL

FULL DEPTH OF TRENCH BACKFILL 1 1/2 SACK CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL) WITH PEA GRAVEL.

NOTE:

1. ALL MATERIALS AND CONSTRUCTION PRACTICES SHALL BE IN CONFORMANCE WITH CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS.
2. GREATER THAN 5' WIDTH LONGITUDE CUTS WILL REQUIRE PAVING REPAIR APPROVAL BY THE CITY ENGINEER.

ASPHALT PAVEMENT CUT REPAIRS	City of Lubbock TEXAS	REVISED APR. 2020
		PLATE NO. UEM-01



BAR SIZE	MIN. SPLICE LENGTH
3	18"
4	18"
5	21"
6	25"
7	29"
8	33"

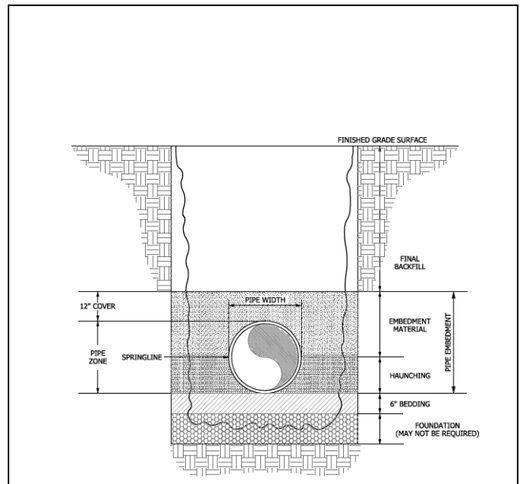
ALTERNATIVE BACKFILL

FULL DEPTH OF TRENCH BACKFILL; 1 1/2 SACK CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL) WITH PEA GRAVEL.

NOTE:

1. MIN RESIDENTIAL CUT 3' X 4' SEE UEM-07 FOR COLLECTOR AND ARTERIAL
2. ALL MATERIALS AND CONSTRUCTION PRACTICES SHALL BE IN CONFORMANCE WITH CITY OF LUBBOCK STANDARD PAVING SPECIFICATIONS.
3. FLOW FILL CAP OR STEEL PLATES REQUIRED IF PAVEMENT IS NOT REPAIRED IMMEDIATELY.

CONCRETE STREET AND ALLEY CUT REPAIRS	City of Lubbock TEXAS	REVISED APR, 2020
		PLATE NO. UEM-02



NOTES:

1. BEDDING, EMBEDMENT, AND BACKFILL SHALL BE CAREFULLY PLACED MATERIAL AS SPECIFIED IN THESE SPECIFICATIONS.
2. BACKFILL REQUIREMENTS SHALL COMPLY WITH CURRENT CITY OF LUBBOCK STREETS ORDINANCE.

TRENCH CROSS-SECTION SHOWING TERMINOLOGY	City of Lubbock TEXAS	REVISED APRIL 2019
		DRAWING NUMBER SS-10

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

09/12/2023

STATE OF TEXAS — HEATHER MAE KEISTER — 140345 — LICENSED PROFESSIONAL ENGINEER

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TRENCH PAVEMENT DESIGN TYPICAL STANDARDS

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
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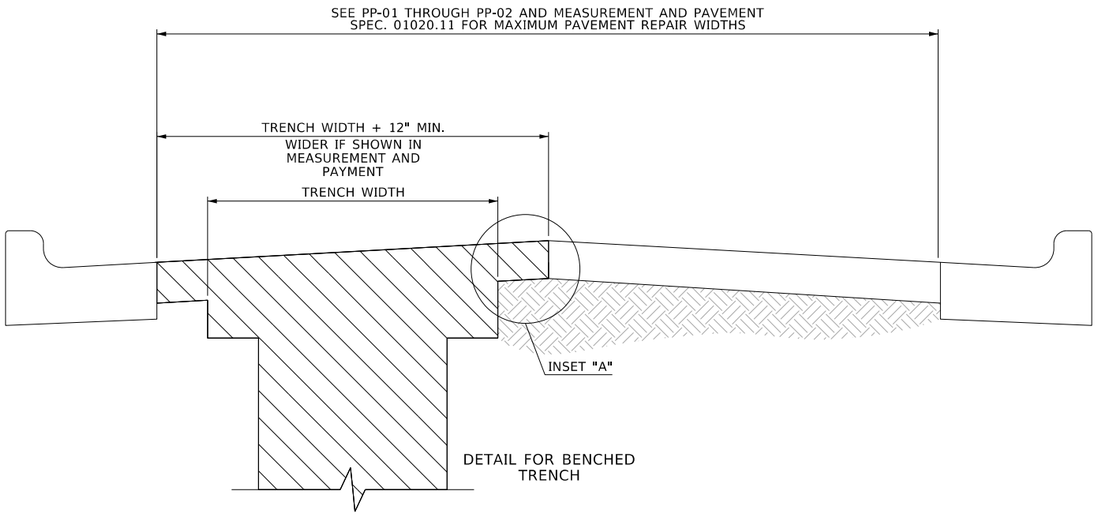
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SHEET D-04

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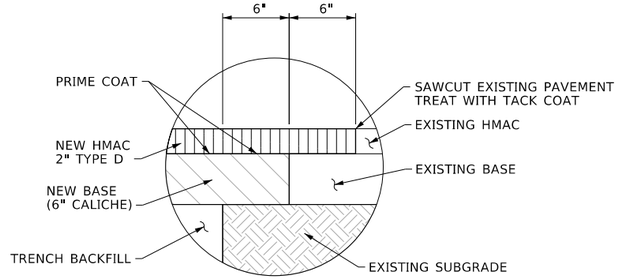
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BENCHED TRENCH PAVEMENT REPAIR DETAIL

1 D-02

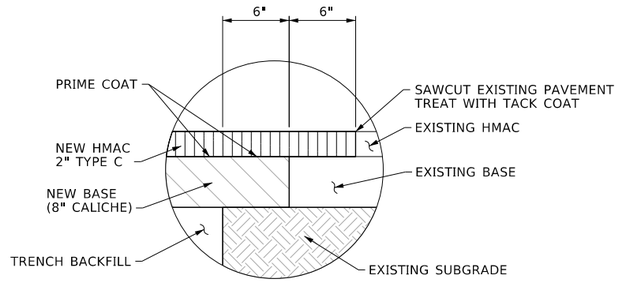
NOT TO SCALE



INSET "A" (RESIDENTIAL)

3 D-02

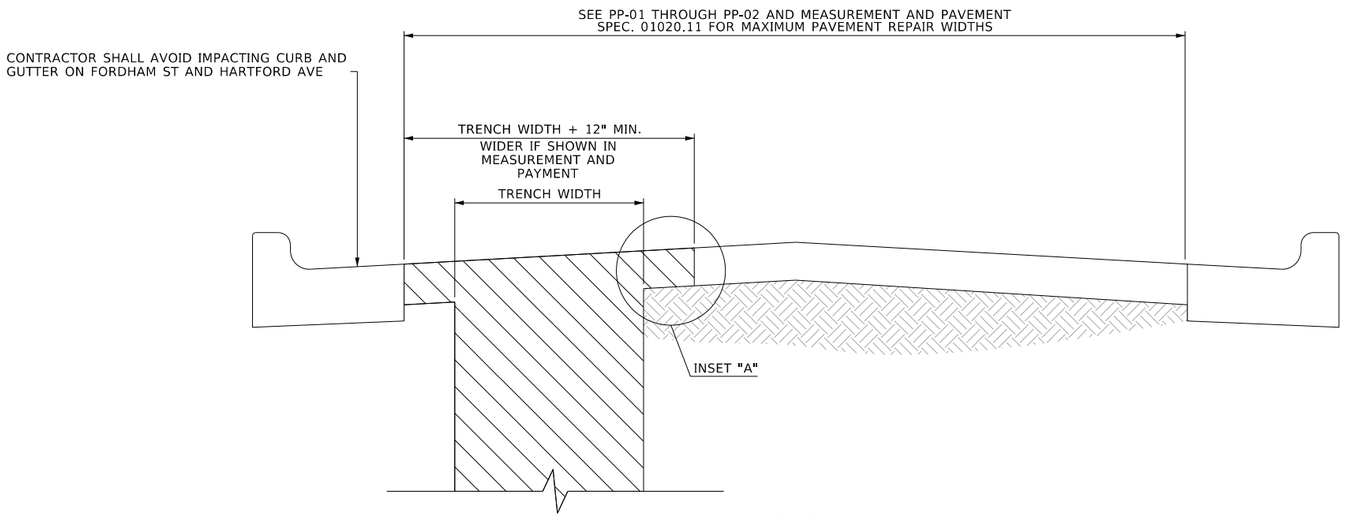
NOT TO SCALE



INSET "B" (COLLECTOR)

4 D-02

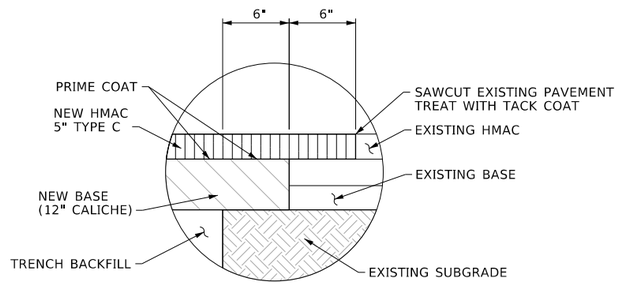
NOT TO SCALE



STANDARD TRENCH PAVEMENT REPAIR DETAIL

2 D-02

NOT TO SCALE



INSET "C" (ARTERIAL)

5 D-02

NOT TO SCALE

Freese and Nichols, Inc.
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Lubbock, Texas 79401
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Web www.freese.com

09/12/2023

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TRENCH PAVEMENT REPAIR DETAILS

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-TRT-PP-DET01A.sht

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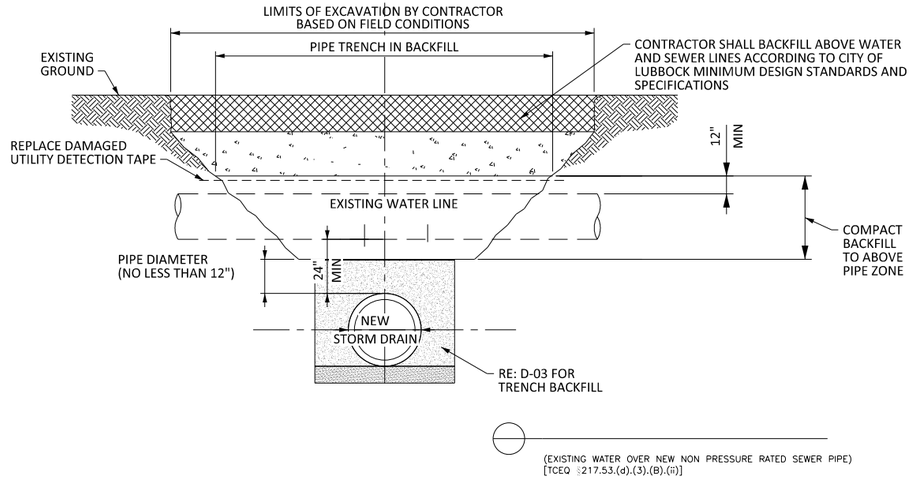
VERIFY SCALE 0 1

SHEET D-05

SEQ. 27

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1
D-06

TRENCH DETAIL EXISTING CROSSING

NOT TO SCALE
(EXISTING WATER OVER NEW NON PRESSURE RATED STORM DRAIN)
[TCEQ i217.53.(d).(3).(B).(ii)]

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Texas Registered Engineering Firm F-2144

09/12/2023

STATE OF TEXAS
HEATHER MAE KIBBEY
103065
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PROFESSIONAL ENGINEER

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CITY OF LUBBOCK

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CIVIL

UTILITY
CROSSING DETAILS

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
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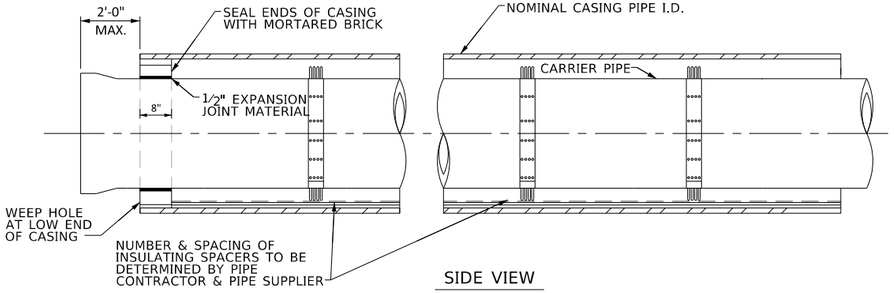
NO.	ISSUE	BY	DATE

VERIFY SCALE
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0 1

SHEET
D-06

SEQ.
28

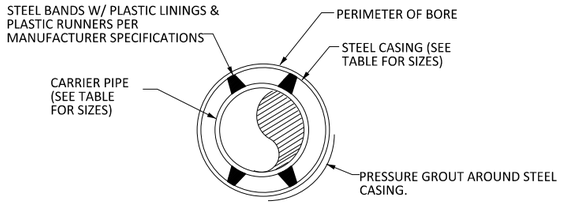
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TYPICAL INSTALLATION IN CASING PIPE FOR REINFORCED CONCRETE PIPE

1 / D-06

NOT TO SCALE



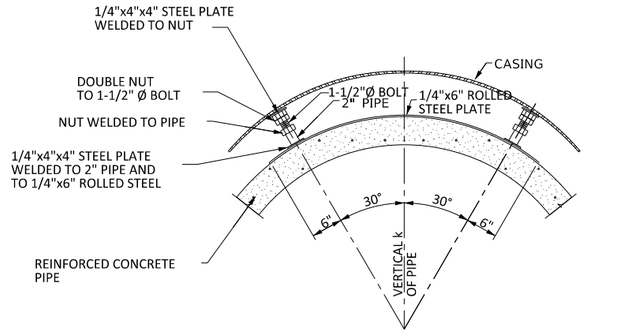
END VIEW - RCP

2 / D-06

NOT TO SCALE

NOTES:

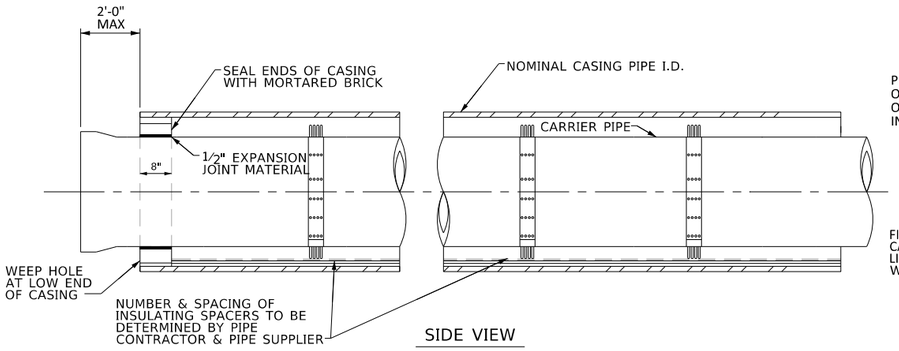
1. CONTRACTOR MAY USE MORTAR OVER COAT OR MAY SUBMIT OTHER CARRIER PIPE SUPPORTS FOR APPROVAL IN LIEU OF PREFABRICATED CASING SPACERS.
2. FURNISH AND INSTALL INSULATING END SEAL AT EACH END OF TUNNEL
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING PIPE FROM FLOATING DURING GROUTING OF ANNULAR SPACE.
4. JOINTS IN TUNNEL SHALL BE MECHANICALLY RESTRAINED.



HOLD DOWN JACK DETAIL

3 / D-06

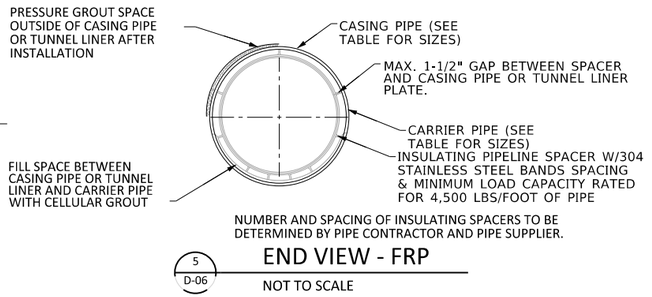
NOT TO SCALE



TYPICAL INSTALLATION IN CASING PIPE FOR FIBERGLASS REINFORCED PIPE

4 / D-06

NOT TO SCALE



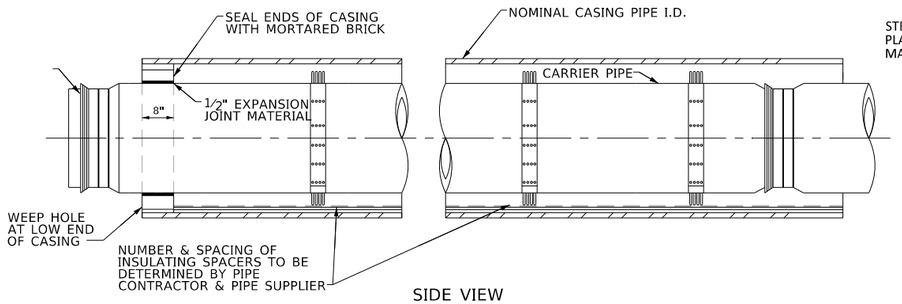
END VIEW - FRP

5 / D-06

NOT TO SCALE

NOTES:

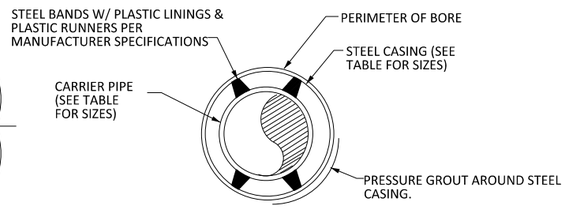
1. FURNISH AND INSTALL INSULATING END SEAL AT EACH END OF TUNNEL
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING PIPE FROM FLOATING DURING GROUTING OF ANNULAR SPACE.
3. JOINTS IN TUNNEL SHALL BE MECHANICALLY RESTRAINED.



TYPICAL INSTALLATION IN CASING PIPE FOR HDPE PIPE

6 / D-06

NOT TO SCALE



END VIEW - HDPE

7 / D-06

NOT TO SCALE

NOTES:

1. FURNISH AND INSTALL INSULATING END SEAL AT EACH END OF TUNNEL
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING PIPE FROM FLOATING DURING GROUTING OF ANNULAR SPACE.
3. JOINTS IN TUNNEL SHALL BE MECHANICALLY RESTRAINED.

CARRIER AND CASING PIPE DIMENSION SCHEDULE						
NOMINAL CARRIER PIPE ID	FRPM CARRIER OD	STEEL CASING ID	RCP OD	STEEL CASING ID	ADS SANITITE HDDP OD	STEEL CASING ID
30"	32"	48"	37"	54"	35.6"	48"

MINIMUM STEEL CASING PIPE THICKNESS	
CASING DIAMETER	WALL THICKNESS
4"-24"	0.25"
25"-42"	0.375"
43"-60"	0.5"

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09/12/2023
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Web www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

OTHER THAN OPEN CUT DETAILS

NO.	ISSUE	DATE

FAN JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
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8"

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0 1

SHEET D-07

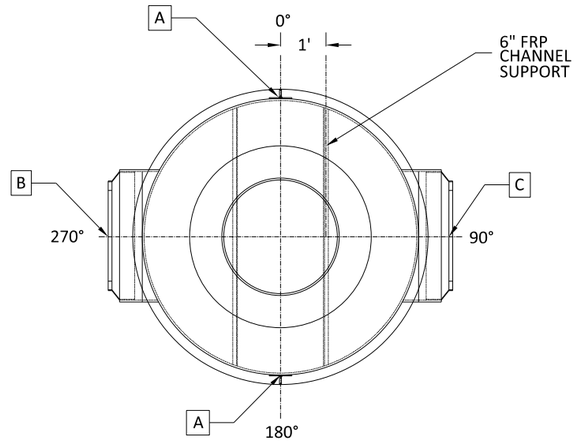
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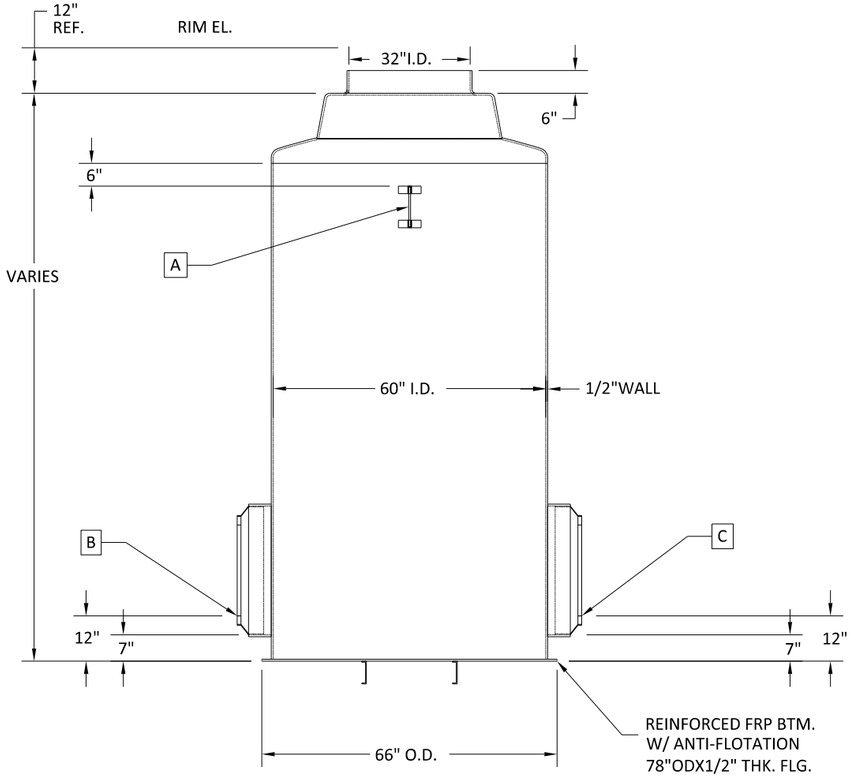
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Plot Date: ---- Plot By: 08107 Filename: N:\Standard\34Border-TT.dgn

GENERAL NOTES:
1. THIS SHEET SHOWS TYPICAL CONCRETE RISER SECTIONS AS WELL AS TYPICAL FIBERGLASS RISER SECTIONS. CONCRETE OR FIBERGLASS RISERS MAY BE USED THROUGHOUT THIS PROJECT AT THE CONTRACTORS DISCRETION.

NOTES:
1. MANHOLES DESIGNED AND FABRICATED IN GENERAL ACCORDANCE WITH A.S.T.M. D-3753 SPEC'S CURRENT EDITION.
2. HANDLING AND INSTALLATION SHALL COMPLY WITH WRITTEN INSTRUCTIONS UNLESS OTHERWISE NOTED. IT IS THE CUSTOMERS' REPRESENTATIVE'S RESPONSIBILITY TO REQUEST THE INSTRUCTIONS BEFORE PROCEEDING WITH UNLOADING, HANDLING AND INSTALLATION OF EQUIPMENT.





	A2		GALV. STL. LIFTING LUGS	
S206-34	B1	34"	DIA. FRP STUB. W/ KOR-N-SEAL	6"
			BOOT F/ 24" DIA. CONCRETE PIPE	
S206-34	C1	34"	DIA. FRP STUB. W/ KOR-N-SEAL	6"
			BOOT F/ 24" DIA. CONCRETE PIPE	

60" DIAMETER FRP MANHOLE DETAIL

2 / D-04

NOT TO SCALE

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09/12/2023

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

MANHOLE DETAILS (1 OF 2)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
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FILE NAME	CV-TRT-PP-DET06.sht

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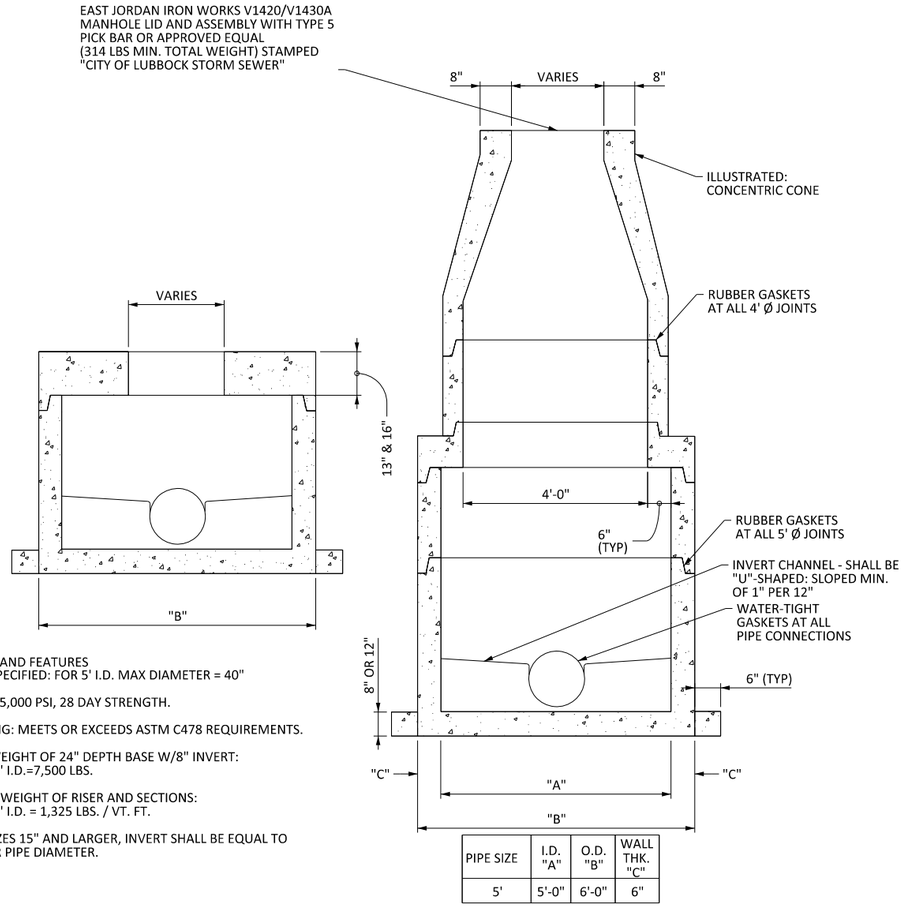
VERIFY SCALE 0 1

SHEET D-08

SEQ. 30

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Last Saved: 7/5/2023 2:21 PM Saved By: 08487

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MATERIALS AND FEATURES
HOLES AS SPECIFIED: FOR 5' I.D. MAX DIAMETER = 40"

CONCRETE: 5,000 PSI, 28 DAY STRENGTH.

REINFORCING: MEETS OR EXCEEDS ASTM C478 REQUIREMENTS.

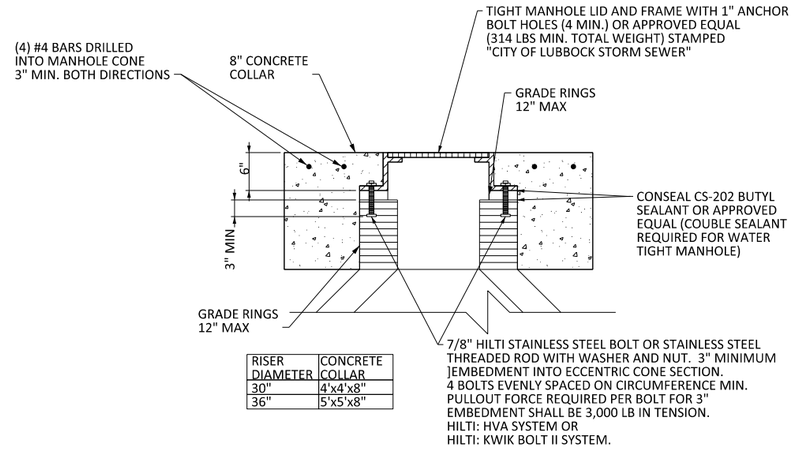
AVERAGE WEIGHT OF 24" DEPTH BASE W/8" INVERT:
FOR 5' I.D.=7,500 LBS.

ESTIMATED WEIGHT OF RISER AND SECTIONS:
FOR 5' I.D. = 1,325 LBS. / VT. FT.

FOR PIPE SIZES 15" AND LARGER, INVERT SHALL BE EQUAL TO THE LARGER PIPE DIAMETER.

PIPE SIZE	I.D. "A"	O.D. "B"	WALL THK. "C"
5'	5'-0"	6'-0"	6"

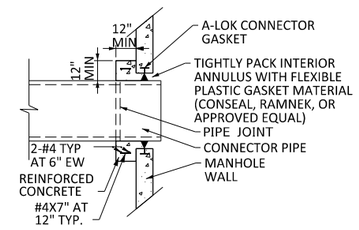
1 D-05 **5' RCP MANHOLE**
NOT TO SCALE



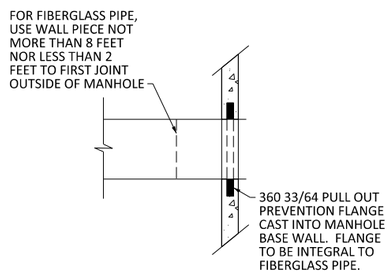
RISER DIAMETER	CONCRETE COLLAR
30"	4'x4'x8"
36"	5'x5'x8"

2 D-05 **WATERTIGHT MANHOLE DETAIL**
NOT TO SCALE

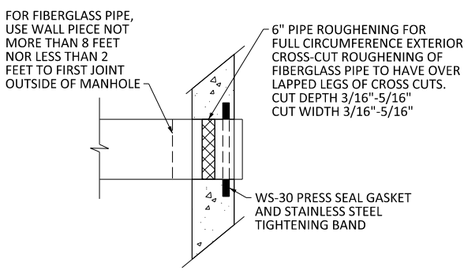
3 D-05 **SMOOTH WALL PIPE OR CAST IN PLACE JUNCTION BOX**
NOT TO SCALE



4 D-05 **SMOOTH WALL PRECAST OR CAST IN PLACE MANHOLE WALL**
NOT TO SCALE



5 D-05 **SMOOTH WALL PIPE CAST IN PLACE MANHOLE WALL**
NOT TO SCALE



6 D-05 **SMOOTH WALL FIBERGLASS PIPE MANHOLE WALL - ROUGHENED**
NOT TO SCALE

APPROVED PIPE TO MANHOLE CONNECTIONS (FLEXIBLE WALL PIPE)

Freese and Nichols, Inc.
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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

MANHOLE DETAILS (2 OF 2)

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
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SHEET D-09
SEQ. 31

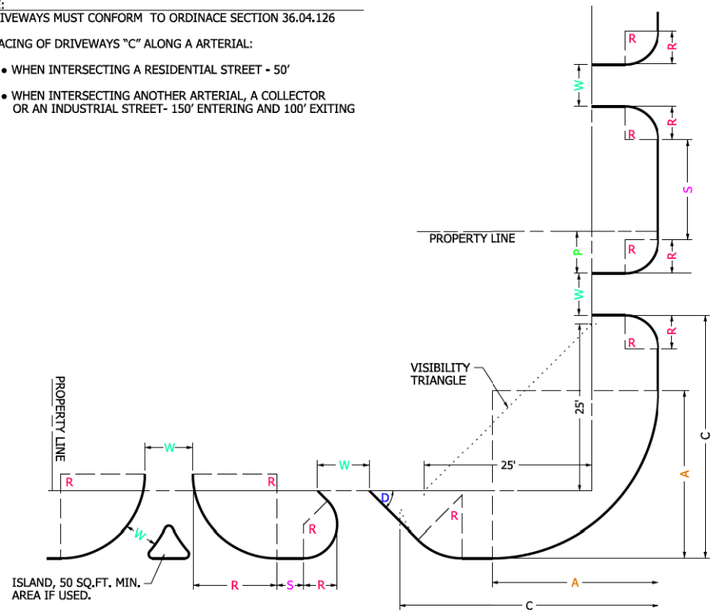
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NOTE:
1. DRIVEWAYS MUST CONFORM TO ORDINACE SECTION 36.04.126

2. SPACING OF DRIVEWAYS "C" ALONG A ARTERIAL:

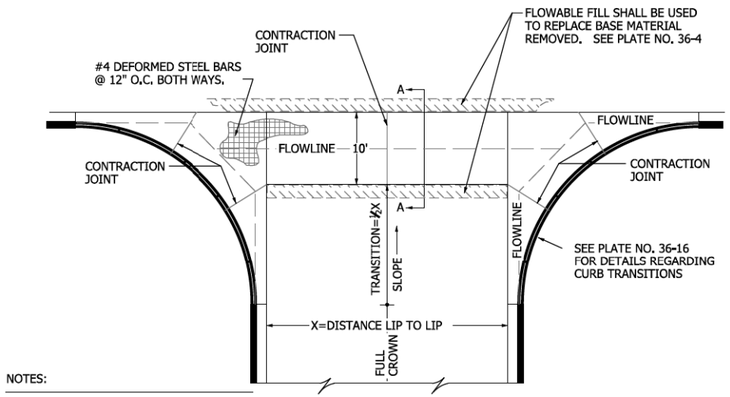
- WHEN INTERSECTING A RESIDENTIAL STREET - 50'
- WHEN INTERSECTING ANOTHER ARTERIAL, A COLLECTOR OR AN INDUSTRIAL STREET- 150' ENTERING AND 100' EXITING



	DIMENSION REFERENCE	RESIDENTIAL STREET	ARTERIAL STREET	COLLECTOR STREET	INDUSTRIAL STREET
(ROADWAY CLASSIFICATION, ROADWAY WIDTH)		(R1A, 32') (R1, 36')	(MINOR, 66') (MAJOR, 88')	(R2, 42') (C1, 46')	(I, 42')
ONE-WAY WIDTH	W	12'	15'	15'	20'
TWO-WAY - MINIMUM WIDTH	W	12'	30'	30'	40'
TWO-WAY - MAXIMUM WIDTH	W	30'	40'	40'	50'
MINIMUM RADIUS	R	5'	15'	15'	20'
MINIMUM SPACING FROM PROPERTY LINE	P	R	R	R+5'	R+5'
MINIMUM SPACING FROM STREET CORNER	C	A+R	SEE NOTE 2	A+R	A+R
MINIMUM SPACING BETWEEN TWO WAY DRIVEWAYS	S	3'	60'	60'	30'
MINIMUM SPACING BETWEEN ONE WAY DRIVEWAYS	S	N/A	0'	0'	0'
MINIMUM ANGLE	D	45°	45°	30°	30°

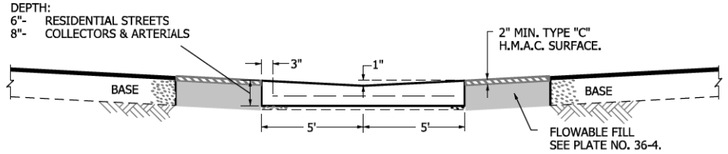
"A" IS 25' FOR MOST STREET INTERSECTIONS. IF THE STREET INTERSECTION IS BETWEEN A ARTERIAL AND A COLLECTOR THEN "A" IS 40'. IF THE STREET INTERSECTION IS BETWEEN TWO ARTERIAL STREETS THEN "A" IS 40'. IF THE EXISTING STREET INTERSECTION RADIUS IS LARGER THAN ANY OF THE SCENARIOS ABOVE THEN "A" WILL BE THE EXISTING STREET INTERSECTION RADIUS.

DRIVEWAY STANDARDS	City of Lubbock TEXAS	REVISED APR. 2020 PLATE NO. 36-1



NOTES:
1. CLASS "B" CONCRETE 3,000 P.S.I. @ 7 DAYS
2. MAINTAIN LIP UP GUTTER SECTION WITH 1" INVERT TO VALLEY GUTTER
3. TRANSITION FLOWLINE AND MAINTAIN 1" INVERT FOR POSITIVE DRAINAGE THROUGH VALLEY GUTTER

PLAN VIEW



SECTION A-A

CONCRETE VALLEY GUTTER & FILLET DETAIL	City of Lubbock TEXAS	REVISED APR. 2020 PLATE NO. 36-11

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09/12/2023

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CITY OF LUBBOCK
DESIGN OF BLUESKY LATERAL
CIVIL
CITY OF LUBBOCK STANDARD DETAILS (1 OF 3)

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
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CHECKED HRK
FILE NAME CV-TRT-PP-DET09.sht

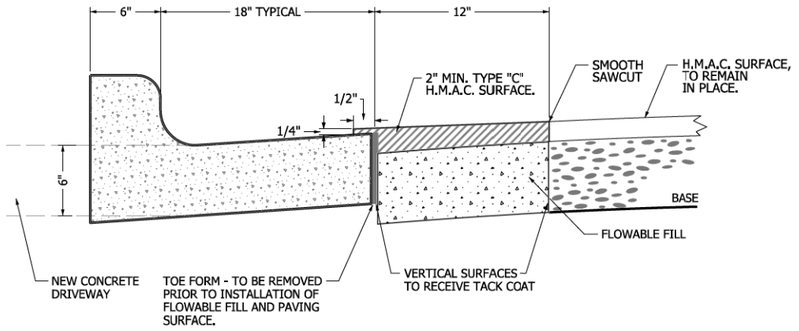
NO. ISSUE DATE BY

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SHEET D-10
SEQ. 32

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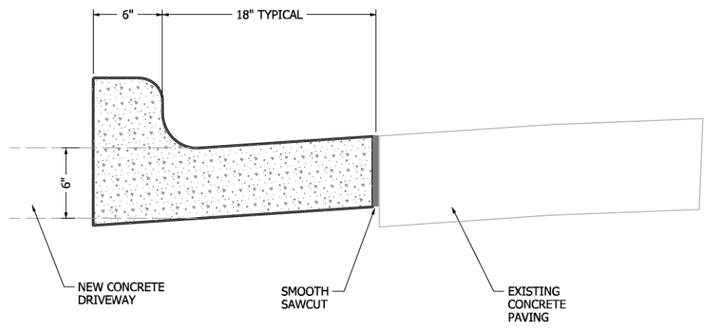
Plot Date: ---- Plot By: 08107 Filename: N:\Standard\34Border-TT.dgn



NOTES:

1. MAINTAIN VERTICAL AND HORIZONTAL ALIGNMENT OF CURB, LIP, AND GUTTER FLOW LINE.
2. REMOVE CURB TO LIP LINE AND POUR NEW DRIVEWAY FLUSH AGAINST TOE FORM.

ASPHALT REPAIR ADJACENT TO CURB AND GUTTER OR DRIVEWAY	City of Lubbock TEXAS	REVISED APRIL 2019 PLATE NO. 36-4(A)



NOTES:

1. MAINTAIN VERTICAL AND HORIZONTAL ALIGNMENT OF CURB, LIP, AND GUTTER FLOW LINE.
2. REMOVE CURB TO LIP LINE AND POUR NEW DRIVEWAY FLUSH AGAINST TOE FORM.

CONCRETE PAVING REPAIR ADJACENT TO CURB AND GUTTER OR DRIVEWAY	City of Lubbock TEXAS	REVISED DEC. 2012 PLATE NO. 36-4(B)

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09/12/2023
STATE OF TEXAS
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CITY OF LUBBOCK
DESIGN OF BLUESKY LATERAL
CIVIL
CITY OF LUBBOCK STANDARD DETAILS (2 OF 3)

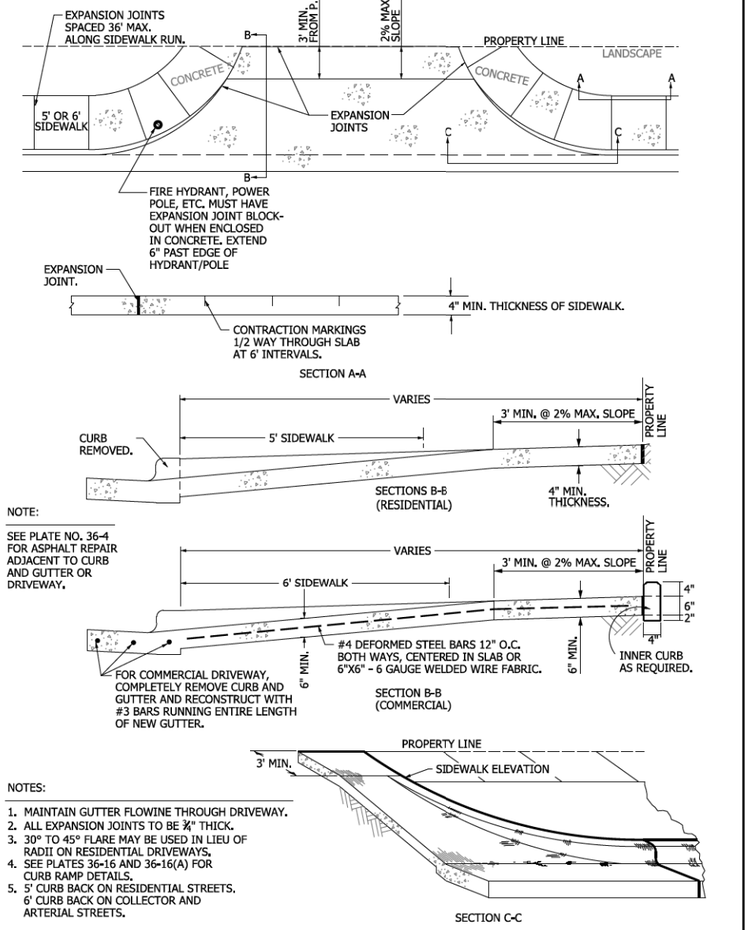
NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-TRT-PP-DET10.sht

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SHEET D-11
SEQ. 33

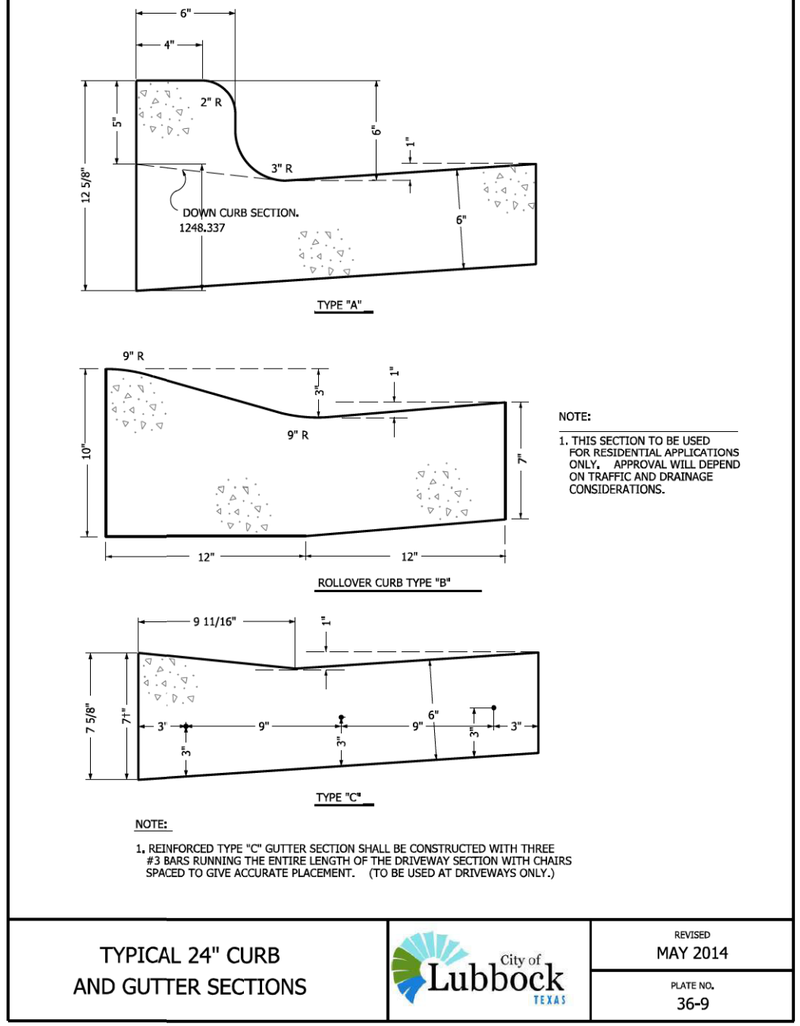
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Filename: N:\Standard\34Border-TT.dgn
Last Saved: 7/5/2023 2:21 PM Saved By: 08487
Plot Date: ---- Plot By: 08107 Filename: N:\Standard\34Border-TT.dgn



NOTES:

1. MAINTAIN GUTTER FLOWINE THROUGH DRIVEWAY.
2. ALL EXPANSION JOINTS TO BE ½" THICK.
3. 30° TO 45° FLARE MAY BE USED IN LIEU OF RADII ON RESIDENTIAL DRIVEWAYS.
4. SEE PLATES 36-16 AND 36-16(A) FOR CURB RAMP DETAILS.
5. 5' CURB BACK ON RESIDENTIAL STREETS. 6' CURB BACK ON COLLECTOR AND ARTERIAL STREETS.

5' OR 6' SIDEWALK CONSTRUCTION DETAILS	City of Lubbock TEXAS	REVISED APR. 2020
		PLATE NO. 36-2 (B)



NOTE:

1. THIS SECTION TO BE USED FOR RESIDENTIAL APPLICATIONS ONLY. APPROVAL WILL DEPEND ON TRAFFIC AND DRAINAGE CONSIDERATIONS.

NOTE:

1. REINFORCED TYPE "C" GUTTER SECTION SHALL BE CONSTRUCTED WITH THREE #3 BARS RUNNING THE ENTIRE LENGTH OF THE DRIVEWAY SECTION WITH CHAIRS SPACED TO GIVE ACCURATE PLACEMENT. (TO BE USED AT DRIVEWAYS ONLY.)

TYPICAL 24" CURB AND GUTTER SECTIONS	City of Lubbock TEXAS	REVISED MAY 2014
		PLATE NO. 36-9

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

09/12/2023

STATE OF TEXAS — HEATHER MAE KIBBEY — 140065 — LICENSED PROFESSIONAL ENGINEER

FREESE NICHOLS

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Lubbock, TX 79401
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Web www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

CITY OF LUBBOCK STANDARD DETAILS (3 OF 3)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
FILE NAME	CV-TRT-PP-DET11.sht

NO.	ISSUE	BY	DATE

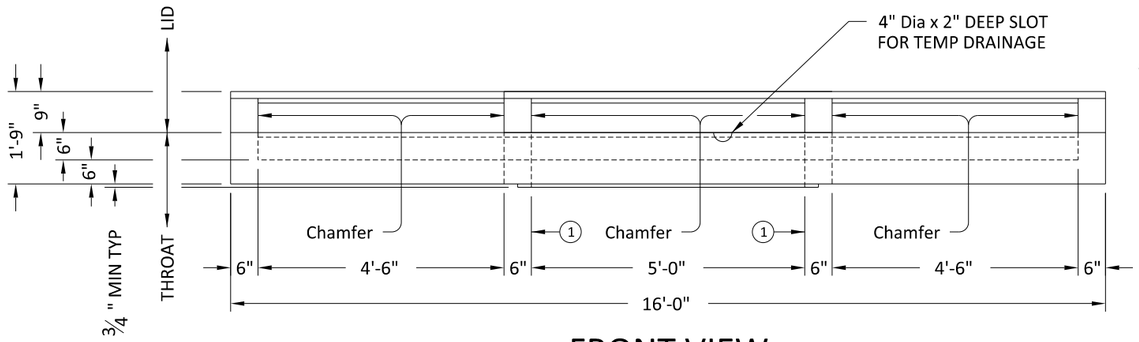
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SHEET D-12

SEQ. 34

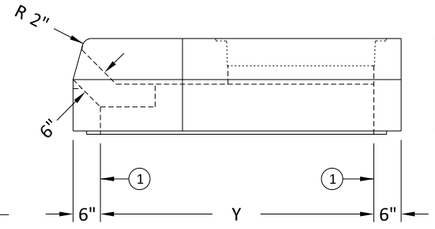
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Filename: N:\Standard\34Border-TT.dgn
Last Saved: 7/5/2023 2:21 PM Saved By: 08487

Plot Date: ---- Plot By: 08107 Filename: N:\Standard\34Border-TT.dgn

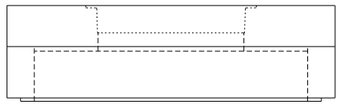


FRONT VIEW

(SHOWING LEFT AND RIGHT EXTENSIONS)

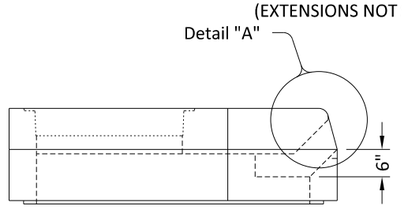


RIGHT VIEW



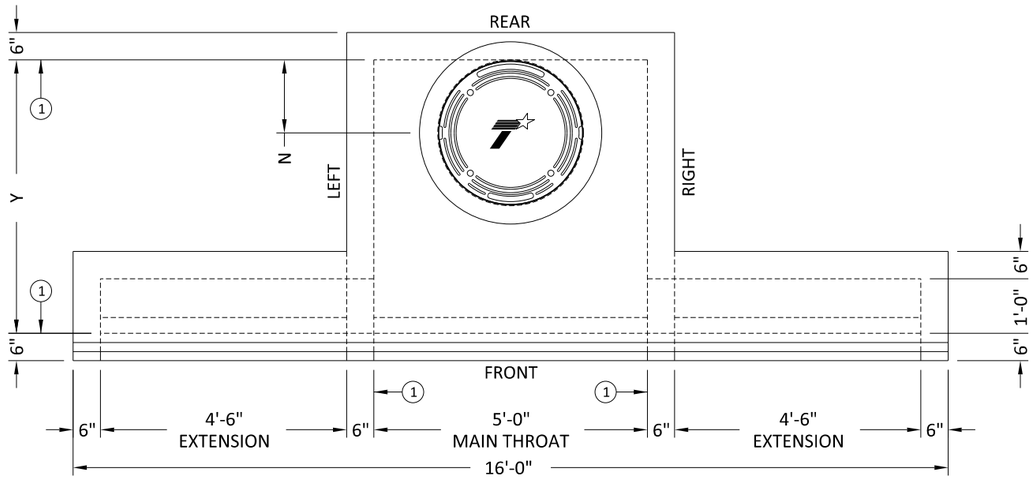
REAR VIEW

(EXTENSIONS NOT SHOWN)



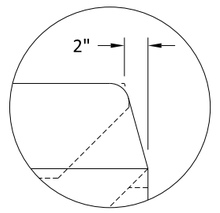
LEFT VIEW

(1) Matches inside face of wall of precast base or riser below inlet.



PLAN VIEW

(SHOWING LEFT AND RIGHT EXTENSIONS)



DETAIL "A"

Freese and Nichols, Inc.
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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

PRECAST CURB INLET
OUTSIDE ROADWAY (SHEET 1 OF 2)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK
FILE NAME	CV-TRT-PP-DET12.sht

NO. | ISSUE | BY | DATE

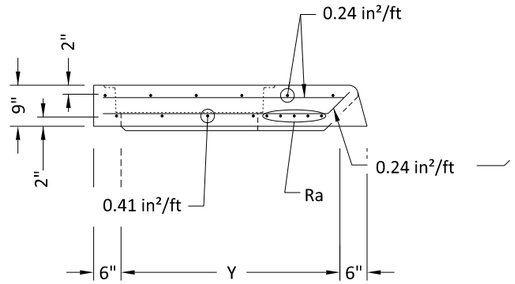
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SHEET D-13

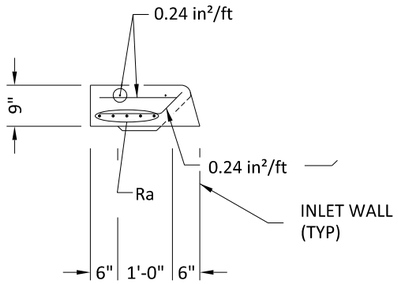
SEQ. 35

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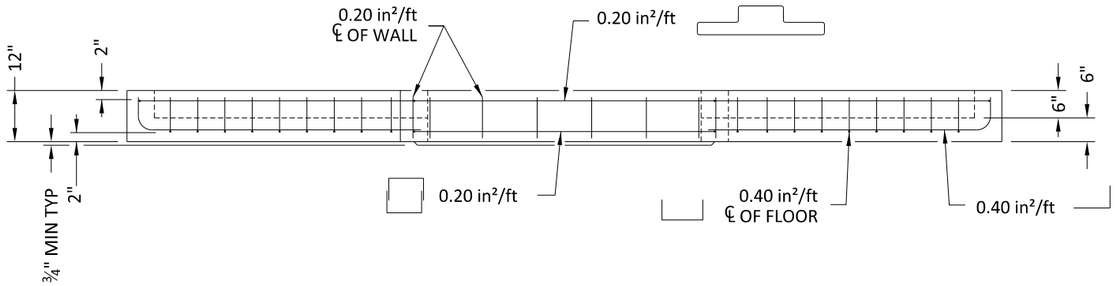
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LID SECTION A-A

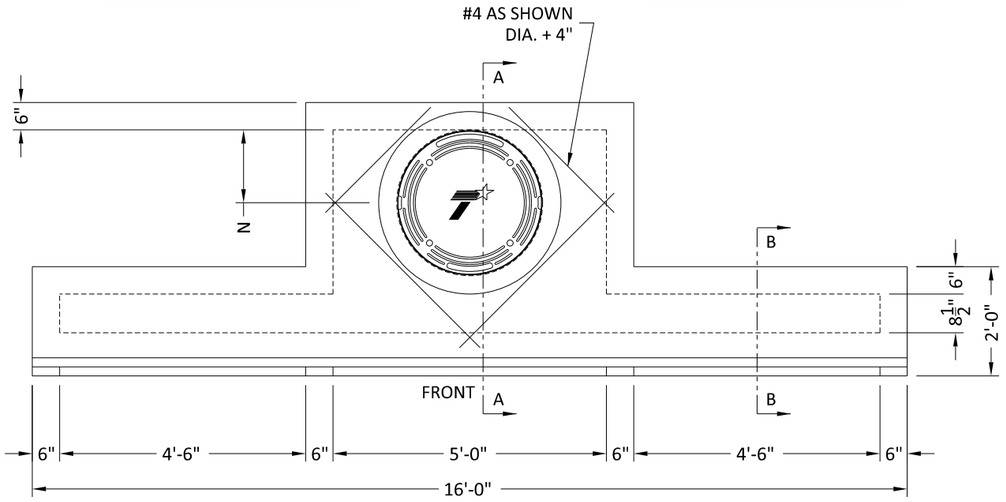


LID SECTION B-B



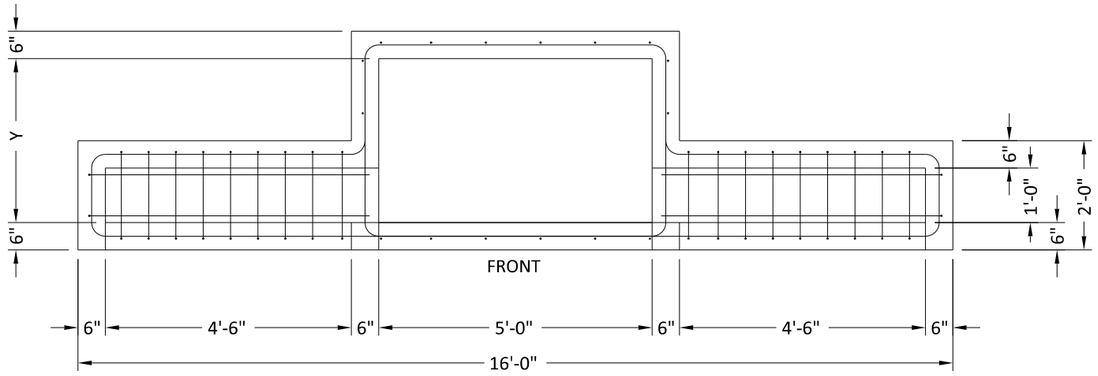
THROAT ELEVATION VIEW

(SHOWING LEFT AND RIGHT EXTENSIONS)



LID PLAN VIEW

(SHOWING LEFT AND RIGHT EXTENSIONS)



THROAT PLAN VIEW

(SHOWING LEFT AND RIGHT EXTENSIONS)

SIZE (Y)	N	MH DIA ✳	Ra	
3'	9"	18"		(4) #5 Additional
4'	16"	32"		(4) #5 Additional
5'	16"	32"		(4) #5 Additional
6'	16"	32"		(4) #5 Additional

✳ Nominal ring and cover size.

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Extensions may be right, left, both or none. Provide extensions as specified elsewhere in the plans.
4. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾". Lid may employ a butt joint with dowels at the Contractor's option.
5. Provide lifting devices in conformance with Manufacturer's recommendations.
6. Provide cast iron solid cover, unless noted otherwise elsewhere in the plans.
7. Chamfer vertical edges of inlet lid ¾" as shown in Front View, sheet 1.

INSTALLATION NOTES:

1. Inlet throat and lid are not intended for direct traffic. Do not place in roadway.
2. Seal tongue and groove joints and butt joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Open area of main throat = 360 sq in. Open area of one extension throat = 324 sq in.
3. Payment for inlet is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, size, and extension placement. Extensions are subsidiary to inlet.

Cover dimensions are clear dimensions, unless noted otherwise.

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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

PRECAST CURB INLET OUTSIDE ROADWAY (SHEET 2 OF 2)

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-TRT-PP-DET13.sht

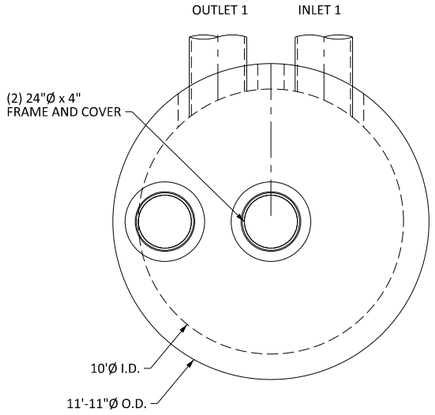
NO. | ISSUE | BY | DATE

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SHEET D-14
SEQ. 36

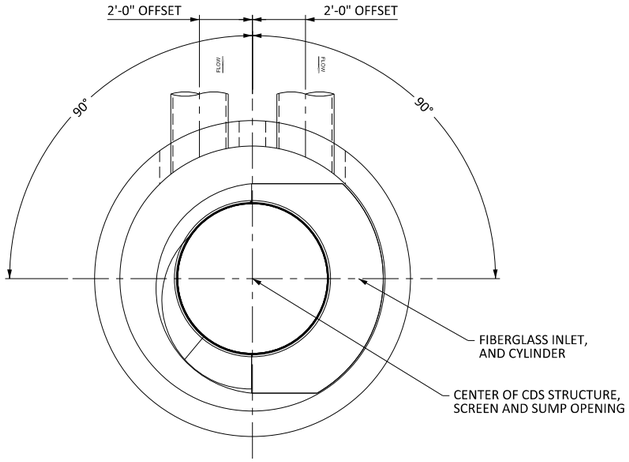
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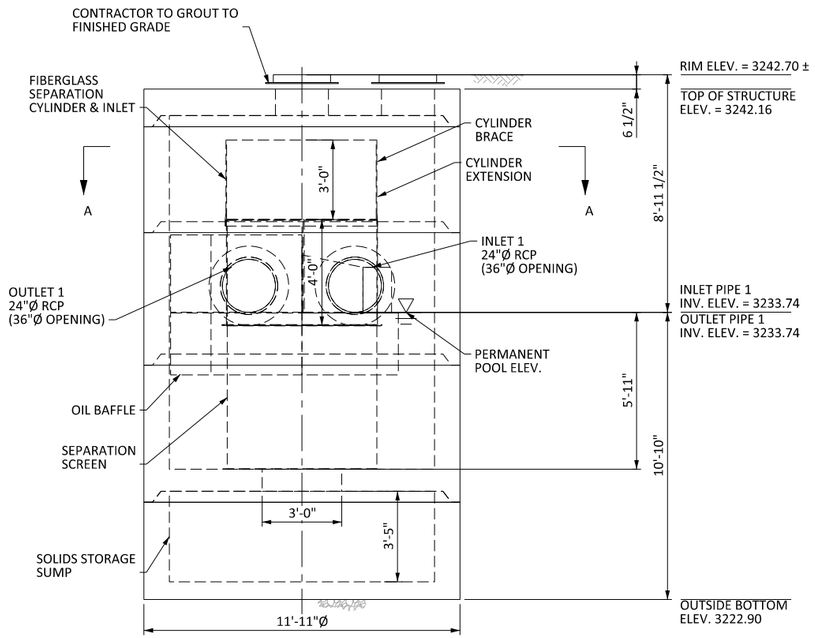


PLAN VIEW

● INTERNAL COMPONENTS TO BE INSTALLED BY MANUFACTURER FIELD CONSULTANT ON SITE



SECTION A-A



ELEVATION VIEW

MATERIAL LIST (PROVIDED BY MANUFACTURER)

COUNT	DESCRIPTION	INSTALLED BY
1	FIBERGLASS INLET AND CYLINDER	MANUFACTURER
1	2400 micron, 5.6' O.D. x 5.42' SEP. SCREEN	MANUFACTURER
1	CYLINDER EXTENSION	CONTRACTOR
1	CYLINDER BRACE	CONTRACTOR
1	SEALANT FOR JOINTS (BY PRECASTER)	CONTRACTOR
2	24"Ø x 4" FRAME & COVER, EJ#41600389, OR EQUIV.	CONTRACTOR

SITE DESIGN DATA

WATER QUALITY FLOW RATE	15.78 CFS
PEAK FLOW RATE	N/A CFS
RETURN PERIOD OF PEAK FLOW	N/A YRS

GENERAL NOTES
1. MANUFACTURER TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT THE MANUFACTURER.
3. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2', AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE MANUFACTURER LOGO.
5. IF REQUIRED, PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.
6. CDS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.

INSTALLATION NOTES
A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE.
C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

STRUCTURE WEIGHT
APPROXIMATE HEAVIEST PICK = 18500 LBS.
STRUCTURE IS DELIVERED IN 5 PIECES

MAX FOOTPRINT = Ø11'-11"

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

09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

WATER QUALITY STRUCTURE DETAILS (1 OF 2)

FAN JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
CHECKED	HRK

NO.	ISSUE	BY	DATE

FILE NAME CV-TRT-PP-DET15.sht

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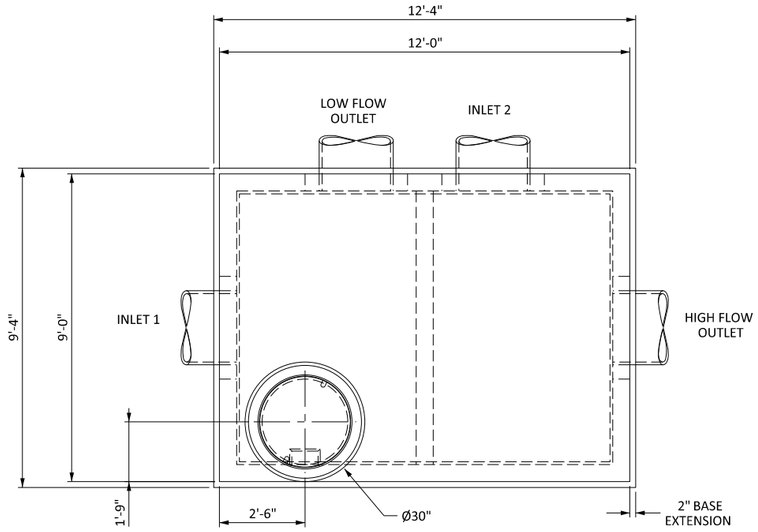
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SHEET D-15

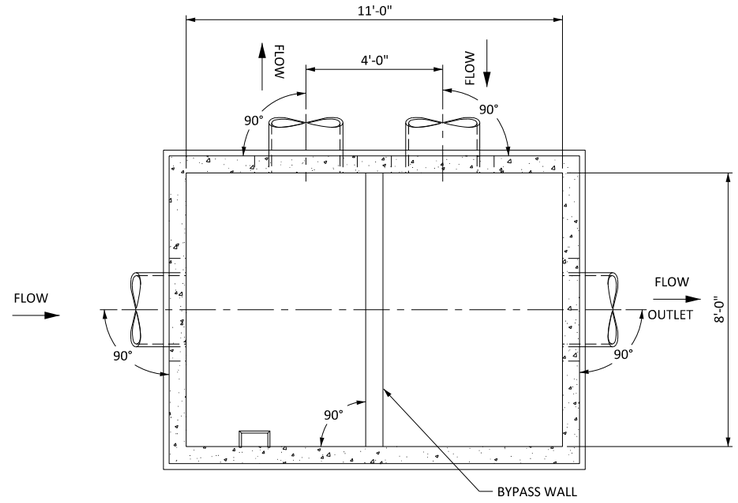
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PLAN VIEW



SECTION A-A

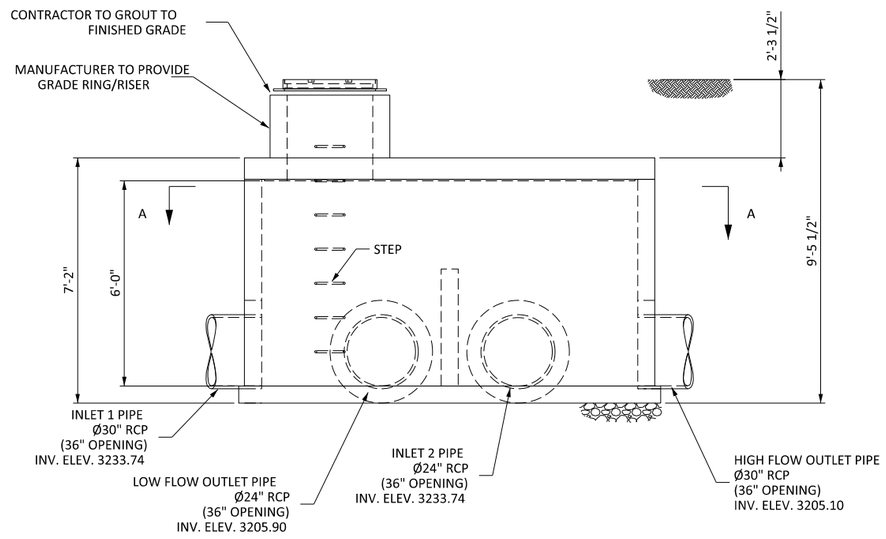
MATERIALS LIST - PROVIDED BY MANUFACTURER

COUNT	DESCRIPTION	INSTALLED BY
1	JOINT SEALANT	CONTRACTOR
1 PLACE	GRADE RINGS/RISERS	CONTRACTOR
1	30"Ø x 4" FRAME AND COVER, EJ #416004484, OR EQUIVALENT	CONTRACTOR
7	STEPS, P10CTS, BY LANE LADDER, OR EQUIV.	MANUFACTURER

SITE DESIGN DATA

WATER QUALITY FLOW RATE	15.78 CFS
PEAK FLOW RATE	56 CFS
RETURN PERIOD OF PEAK FLOW	2 YRS
*GROUNDWATER ELEV. (ASSUMED)	3233.74'

* SEE NOTE 4



ELEVATION VIEW

GENERAL NOTES

1. MANUFACTURER TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT THE MANUFACTURER.
3. BYPASS STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 5', AND GROUNDWATER ELEVATION AT OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 LOAD RATING AND BE CAST WITH THE MANUFACTURER LOGO.
5. BYPASS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857 AND AASHTO LOAD FACTOR DESIGN METHOD.

INSTALLATION NOTES

A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE BYPASS STRUCTURE (LIFTING CLUTCHES PROVIDED).
C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S).
E. CONTRACTOR TO PROVIDE AND INSTALL GRADE RINGS/RISERS OR BLOCK REQUIRED BETWEEN THE TOP OF THE STRUCTURE AND THE BASE OF THE MANHOLE FRAMES.

STRUCTURE WEIGHT

APPROXIMATE HEAVIEST PICK = 28500 LBS
OF 2 PIECES

MAX FOOTPRINT - 12.33' X 9.33'

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

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09/12/2023

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

WATER QUALITY STRUCTURE DETAILS (2 OF 2)

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-TRT-PP-DET16.sht

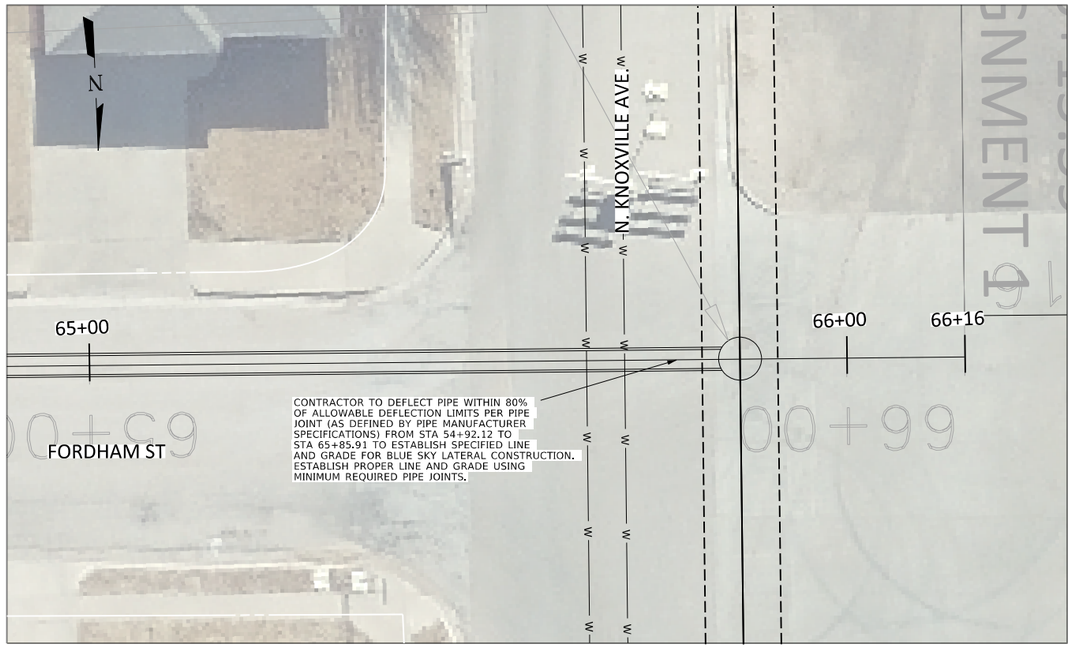
NO. ISSUE | BY | DATE

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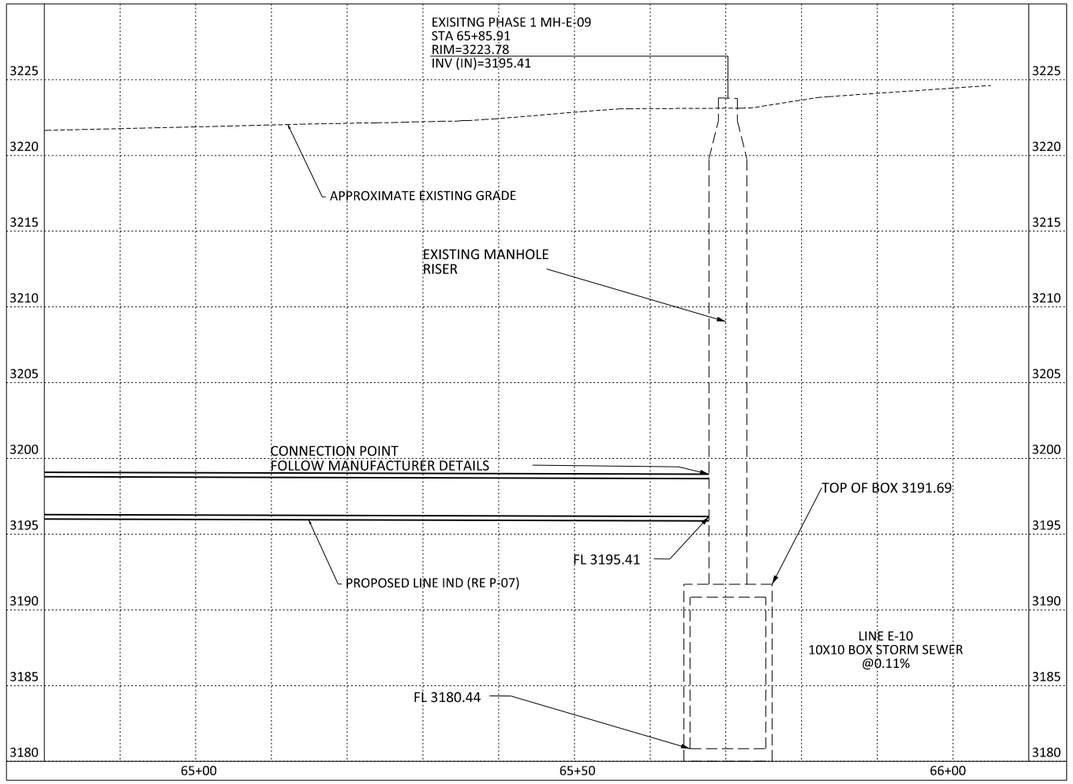
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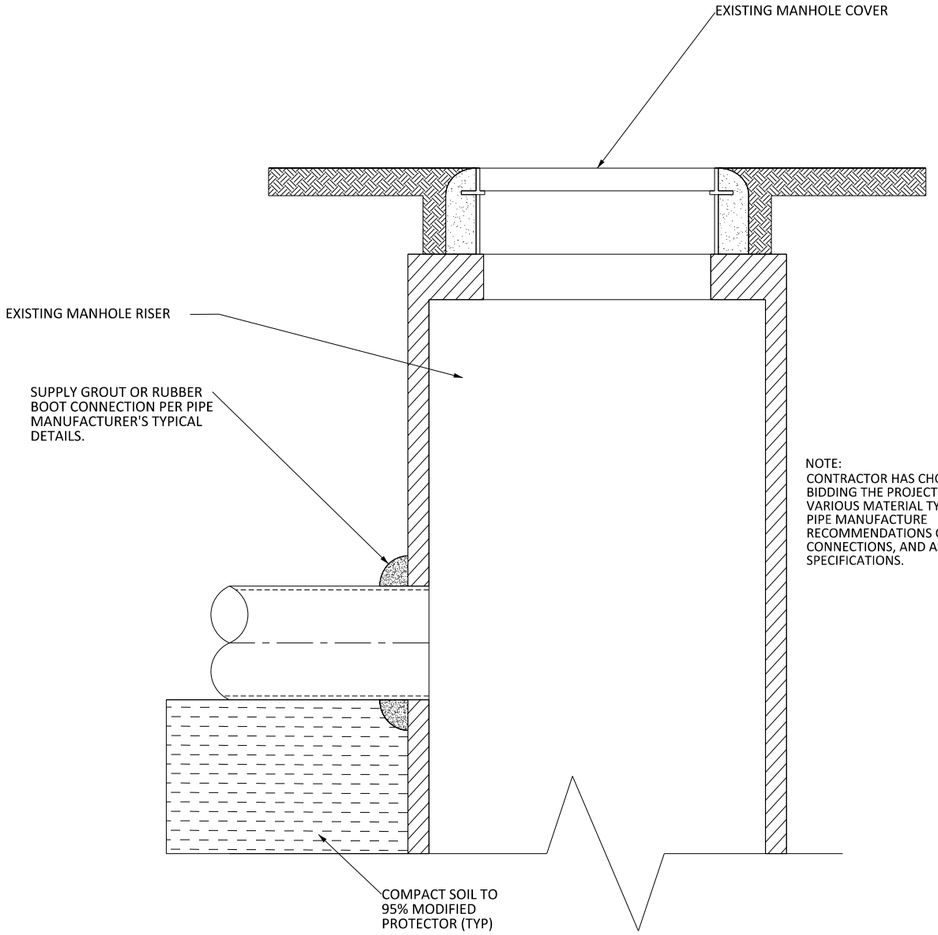
LATERAL CONNECTION AT N KNOXVILLE AVE. AND FORDHAM ST.



1 DR-07 LATERAL CONNECTION PROFILE

HOR: 1"=20'
VER: 1"=5'

NOTE:
CONTRACTOR SHALL COORDINATE WITH LP&L AS NEEDED NEAR OVERHEAD LINES AND GUY WIRES.



2 TIE IN DETAIL

NOT TO SCALE

0 10' 20'
HORIZONTAL SCALE

0 5' 10'
VERTICAL SCALE

Freese and Nichols, Inc.
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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

LATERAL CONNECTION PLAN AND PROFILE

F&N JOB NO.	LUB22311		
DATE	09/12/2023		
DESIGNED	HRK		
DRAWN	MSS		
REVISED	----		
CHECKED	HRK		
FILE NAME	CV-TRT-PP-LAT01.dgn		

NO.	ISSUE	BY	DATE

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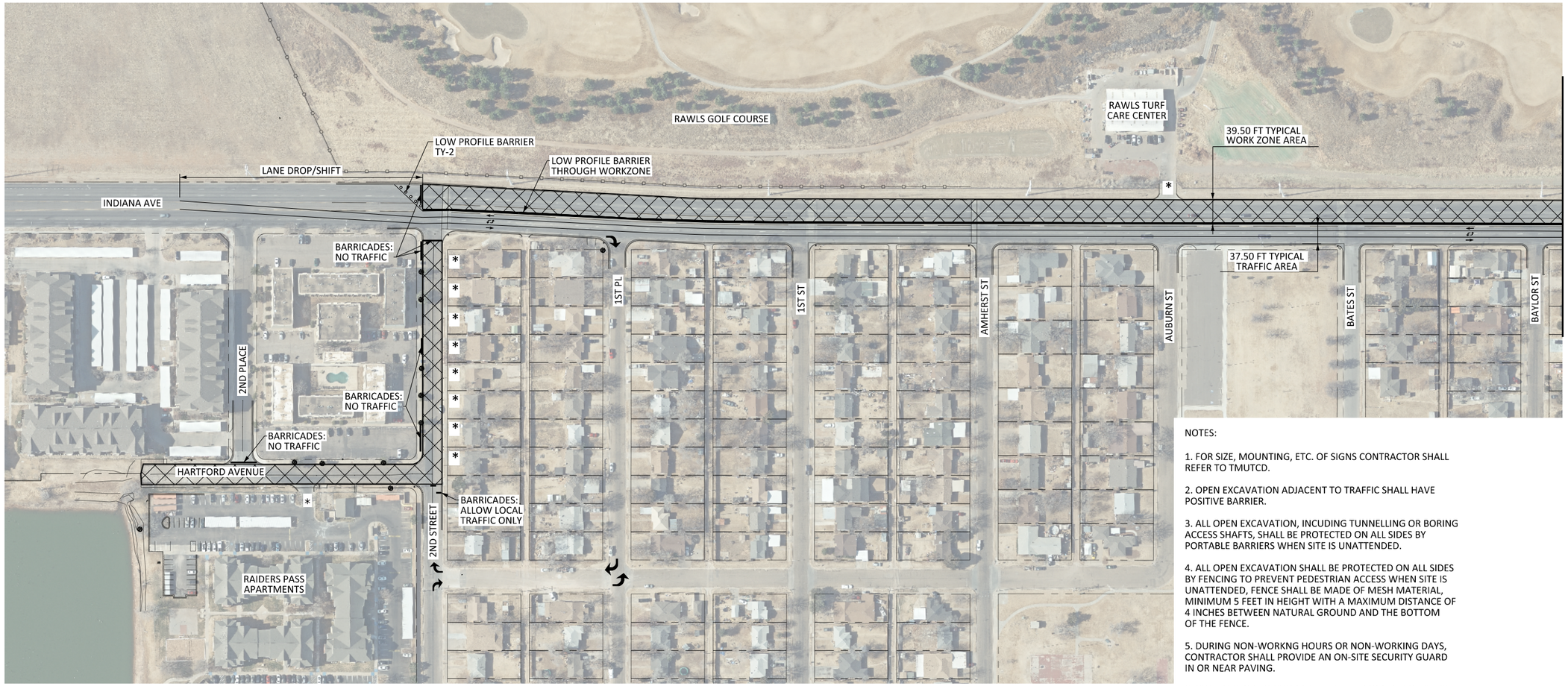
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SHEET D-17

SEQ. 39

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Filename: N:\Standard\34Border-TT.dgn
Last Saved: 7/5/2023 2:21 PM Saved By: 08487

Plot Date: ---- Plot By: 08107 Filename: N:\Standard\34Border-TT.dgn



NOTES:

1. FOR SIZE, MOUNTING, ETC. OF SIGNS CONTRACTOR SHALL REFER TO TMUTCD.

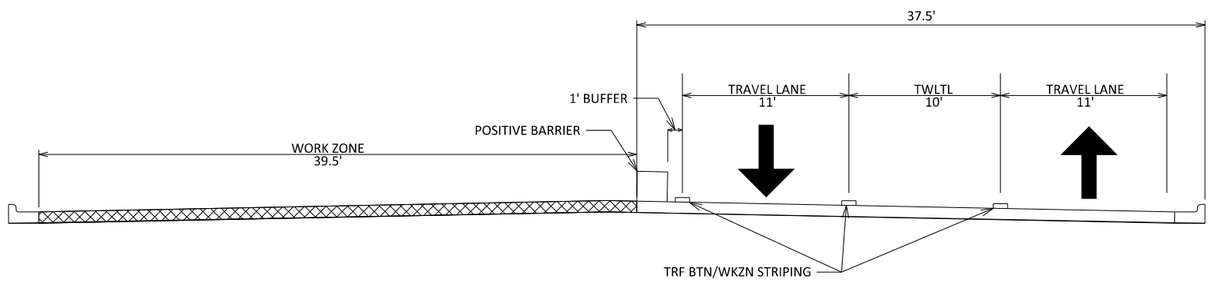
2. OPEN EXCAVATION ADJACENT TO TRAFFIC SHALL HAVE POSITIVE BARRIER.

3. ALL OPEN EXCAVATION, INCUDING TUNNELLING OR BORING ACCESS SHAFTS, SHALL BE PROTECTED ON ALL SIDES BY PORTABLE BARRIERS WHEN SITE IS UNATTENDED.

4. ALL OPEN EXCAVATION SHALL BE PROTECTED ON ALL SIDES BY FENCING TO PREVENT PEDESTRIAN ACCESS WHEN SITE IS UNATTENDED, FENCE SHALL BE MADE OF MESH MATERIAL, MINIMUM 5 FEET IN HEIGHT WITH A MAXIMUM DISTANCE OF 4 INCHES BETWEEN NATURAL GROUND AND THE BOTTOM OF THE FENCE.

5. DURING NON-WORKNG HOURS OR NON-WORKING DAYS, CONTRACTOR SHALL PROVIDE AN ON-SITE SECURITY GUARD IN OR NEAR PAVING.

6. CONTRACTOR TO COORDINATE WITH PROPERTY OWNERS REGARDING IMPACT OF CONSTRUCTION, SITE ACCESS, AND DURATION OF IMPACT FOR CRITICAL DRIVEWAYS MARKED BY '*' CONTACTOR SHALL NOTIFY PROPERTY OWNERS BEFORE CONSTRUCTION BEGINS.



1 / TR-01 TYPICAL SECTION

NOT TO SCALE

N

0 100' 200'

SCALE IN FEET

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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TRAFFIC CONTROL PHASE 1
PLAN AND DETAILS (SHEET 1 OF 2)

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0 1"

SHEET TR-01

SEQ. 40

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NOTES:

1. FOR SIZE, MOUNTING, ETC. OF SIGNS CONTRACTOR SHALL REFER TO TMUTCD.

2. OPEN EXCAVATION ADJACENT TO TRAFFIC SHALL HAVE POSITIVE BARRIER.

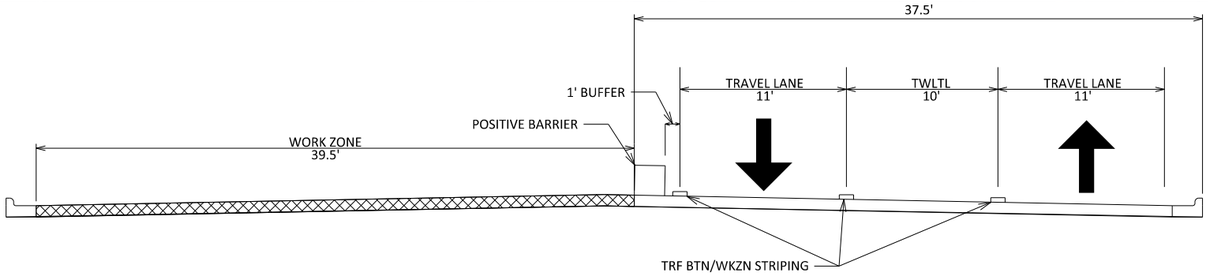
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1 / TR-02 TYPICAL SECTION

1"=5'

0 100' 200'
SCALE IN FEET

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Texas Registered Engineering Firm F-2144

STATE OF TEXAS
HEATHER MAE KIBBEY
103045
LICENSED PROFESSIONAL ENGINEER

09/12/2023

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VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1

SHEET TR-02
SEQ. 41

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NOTES:

1. FOR SIZE, MOUNTING, ETC. OF SIGNS CONTRACTOR SHALL REFER TO TMUTCD.

2. OPEN EXCAVATION ADJACENT TO TRAFFIC SHALL HAVE POSITIVE BARRIER.

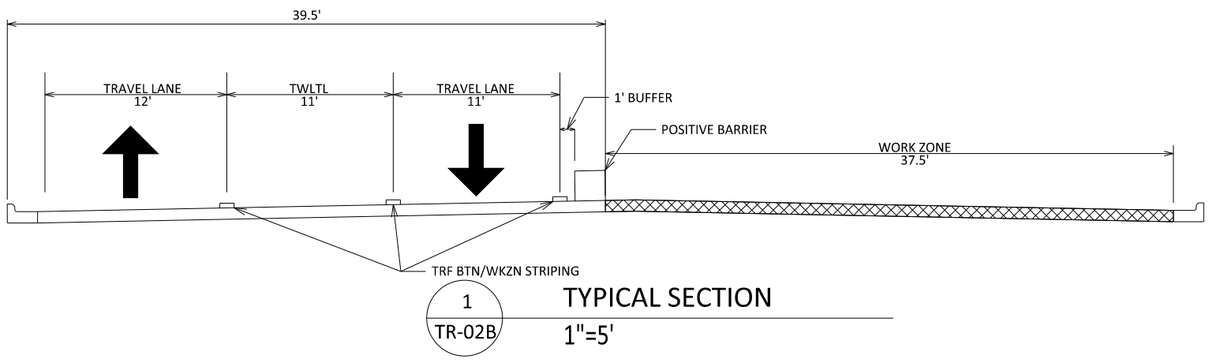
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4. ALL OPEN EXCAVATION SHALL BE PROTECTED ON ALL SIDES BY FENCING TO PREVENT PEDESTRIAN ACCESS WHEN SITE IS UNATTENDED, FENCE SHALL BE MADE OF MESH MATERIAL, MINIMUM 5 FEET IN HEIGHT WITH A MAXIMUM DISTANCE OF 4 INCHES BETWEEN NATURAL GROUND AND THE BOTTOM OF THE FENCE.

5. DURING NON-WORKNG HOURS OR NON-WORKING DAYS, CONTRACTOR SHALL PROVIDE AN ON-SITE SECURITY GUARD IN OR NEAR PAVING.

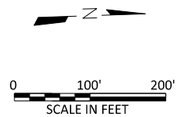
6. CONTRACTOR TO COORDINATE WITH PROPERTY OWNERS REGARDING IMPACT OF CONSTRUCTION, SITE ACCESS, AND DURATION OF IMPACT FOR CRITICAL DRIVEWAYS MARKED BY '*' CONTACTOR SHALL NOTIFY PROPERTY OWNERS BEFORE CONSTRUCTION BEGINS.





1 / TR-02B TYPICAL SECTION

1"=5'



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NO.	ISSUE	DATE

8"

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0 1

SHEET TR-02B

SEQ. 42

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Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Arrow board	Shadow vehicle
Arrow board support or trailer (shown facing down)	Sign (shown facing left)
Changeable message sign or support trailer	Surveyor
Channelizing device	Temporary barrier
Crash cushion	Temporary barrier with warning light
Direction of temporary traffic detour	Traffic or pedestrian signal
Direction of traffic	Truck-mounted attenuator
Flagger	Type 3 barricade
High-level warning device (Flag tree)	Warning light
Longitudinal channelizing device	Work space
Luminaire	Work vehicle
Pavement markings that should be removed for a long-term project	

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency

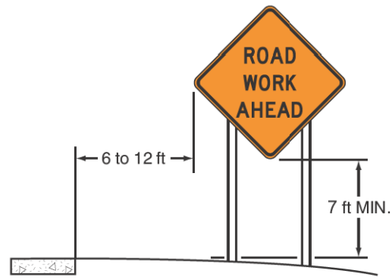
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

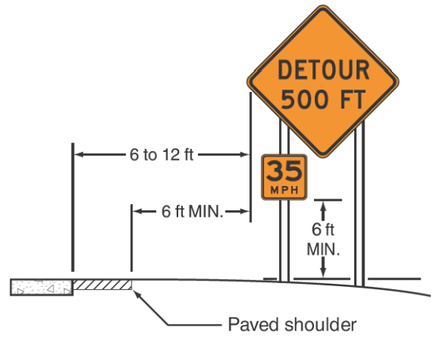
Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

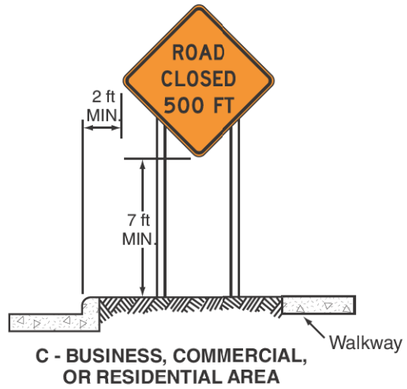
Figure 6F-1. Height and Lateral Location of Signs—Typical Installations



A - RURAL AREA OR BUSINESS, COMMERCIAL, OR RESIDENTIAL AREA (WITHOUT CURB)



B - RURAL AREA WITH ADVISORY SPEED PLAQUE



C - BUSINESS, COMMERCIAL, OR RESIDENTIAL AREA

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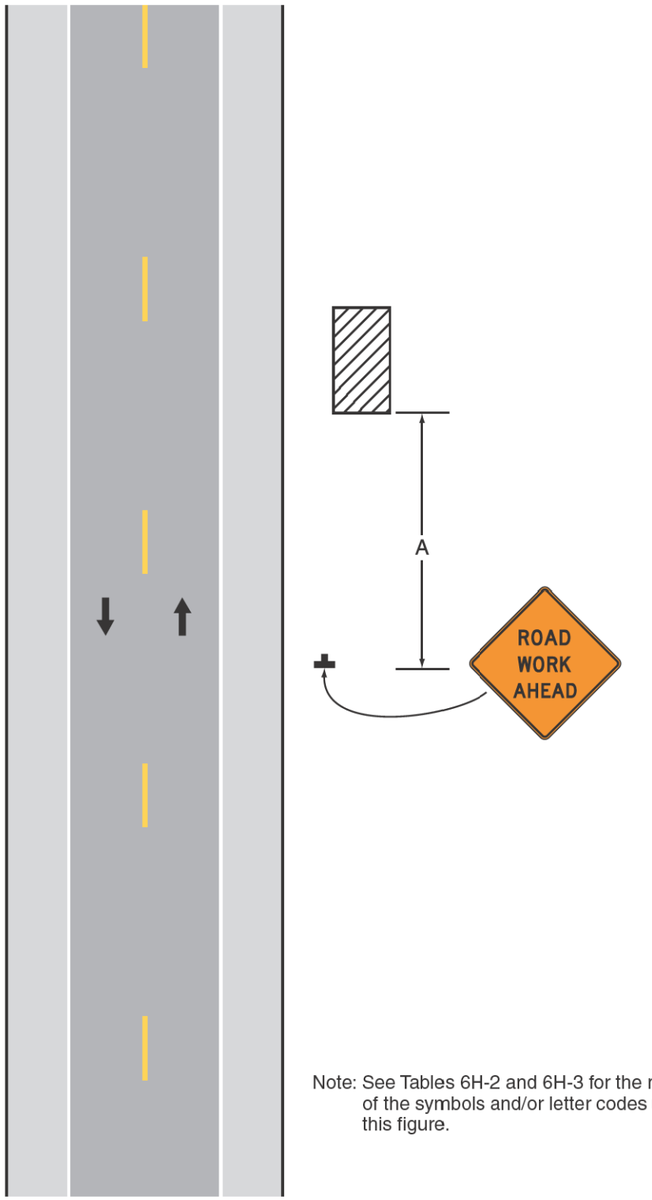
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SEQ. 43

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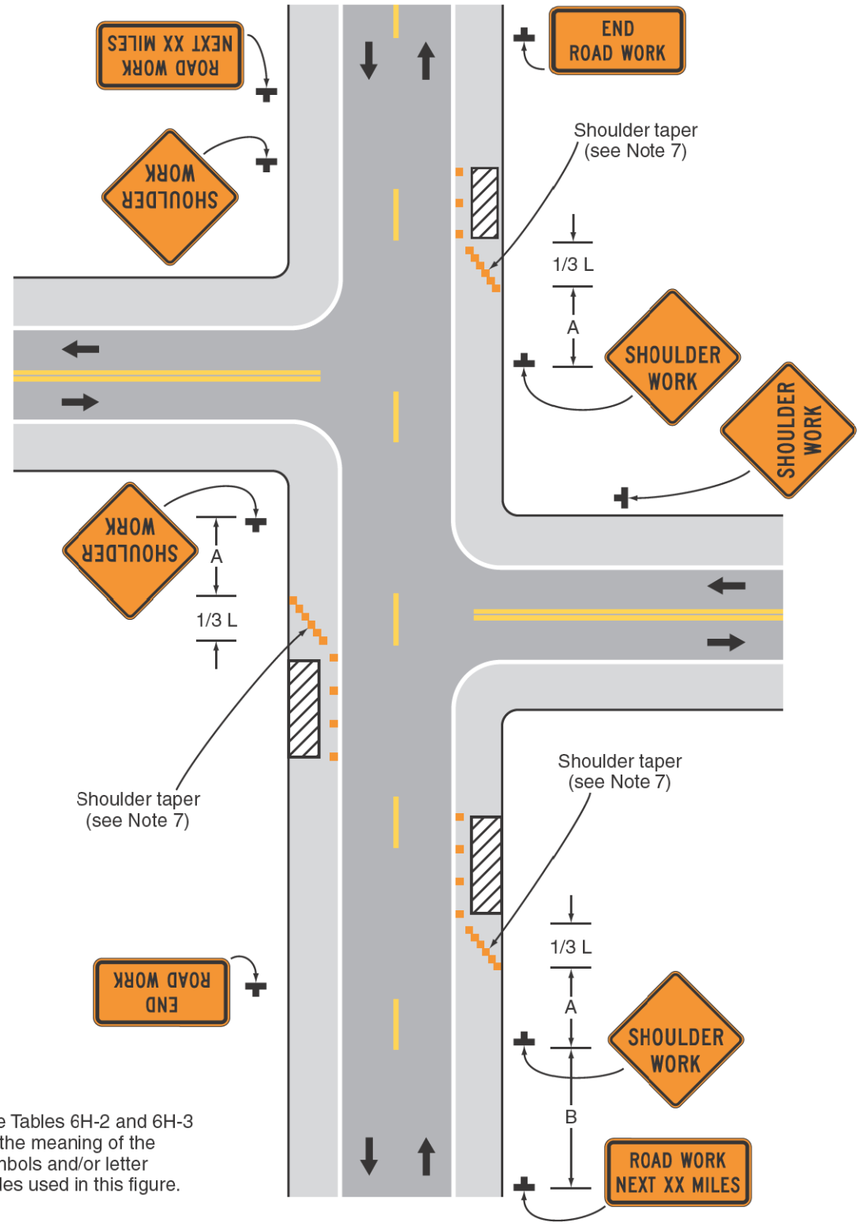
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WORK BEYOND THE SHOULDER



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

WORK ON THE SHOULDER



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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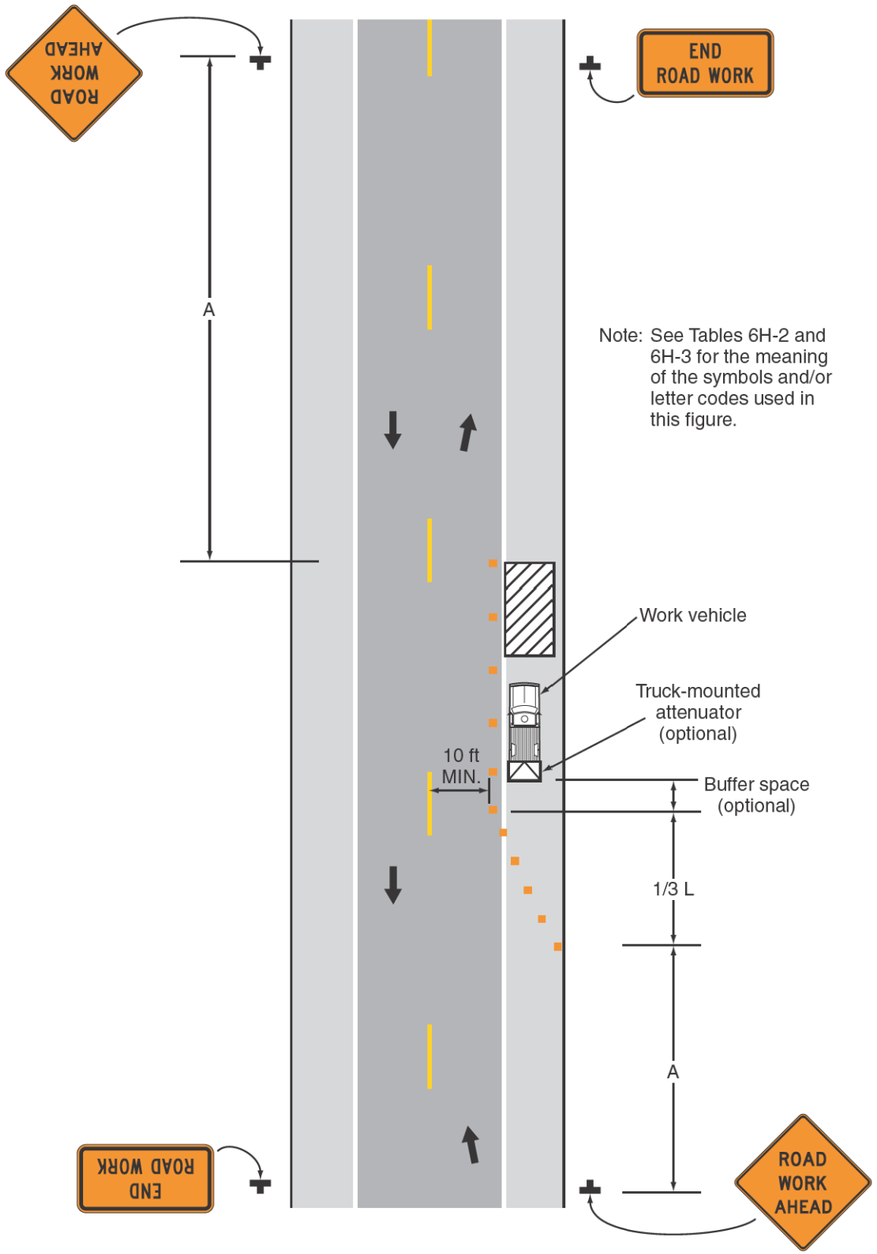
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SEQ. 44

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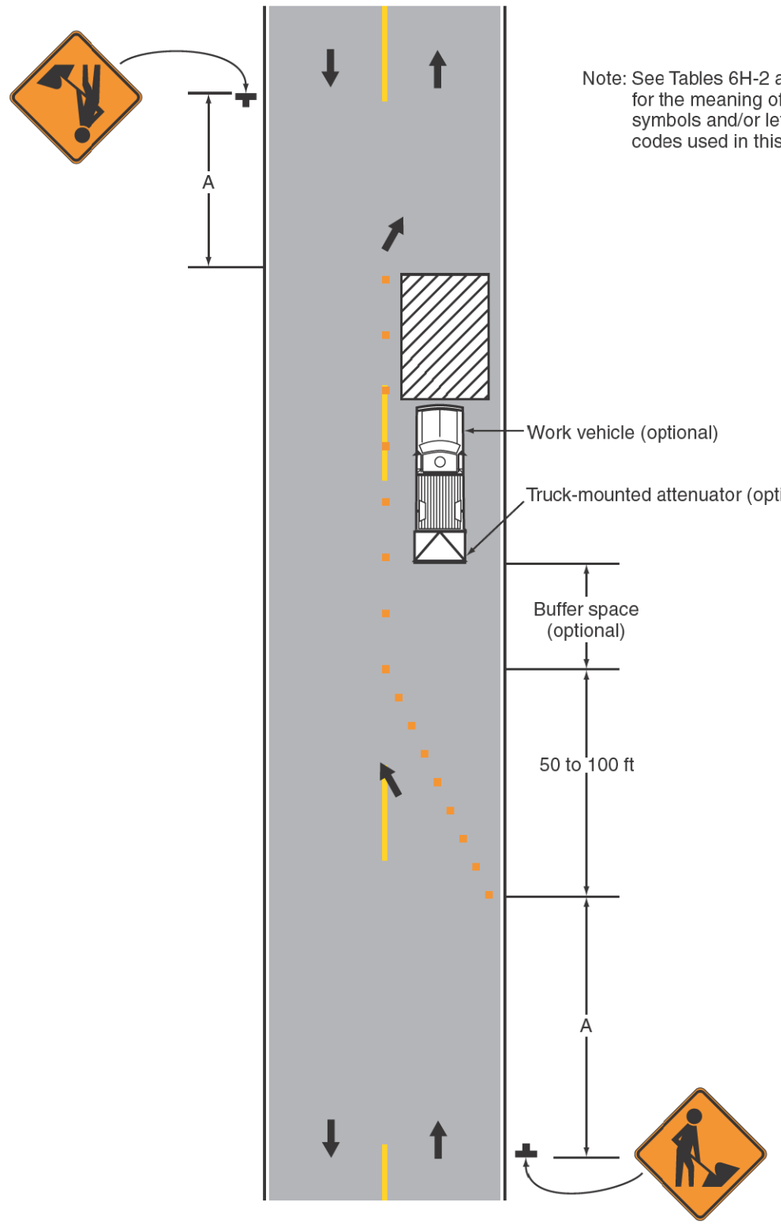
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SHOULDER WORK WITH MINOR ENCROACHMENT



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

LANE CLOSURE ON A MINOR STREET



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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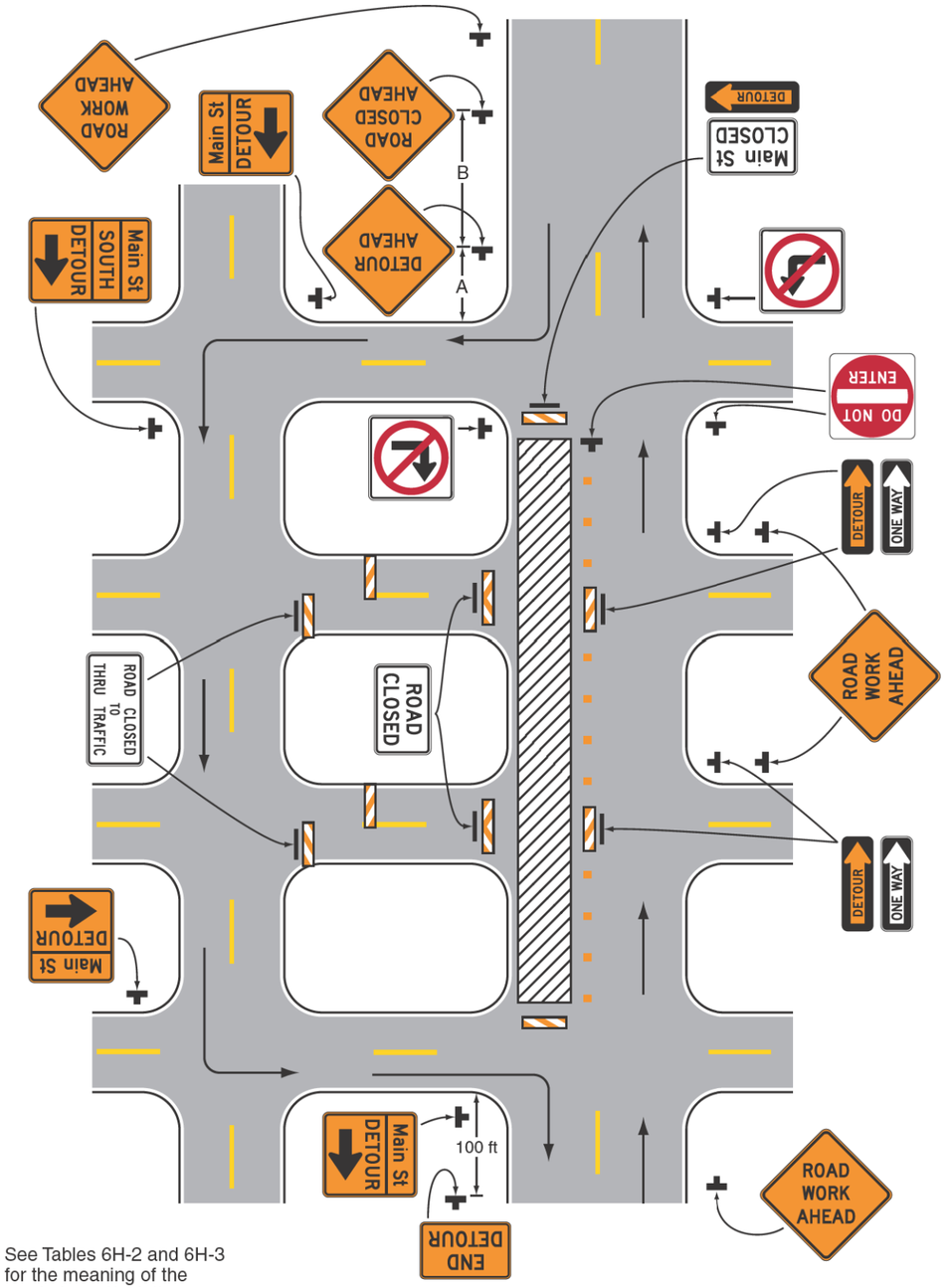
SHEET TR-05

SEQ. 45

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DETOUR FOR ONE TRAVEL DIRECTION



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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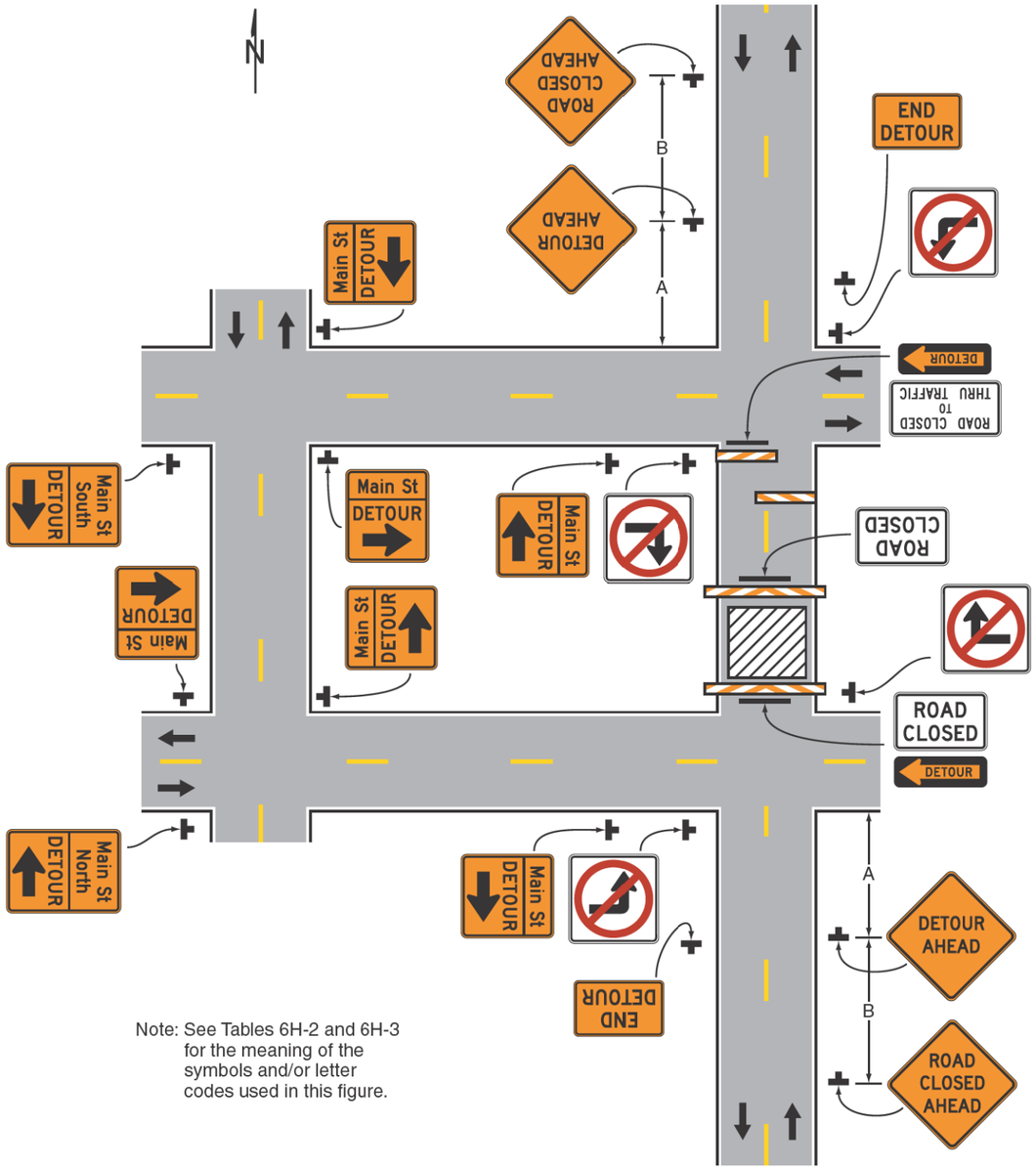
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SEQ. 46

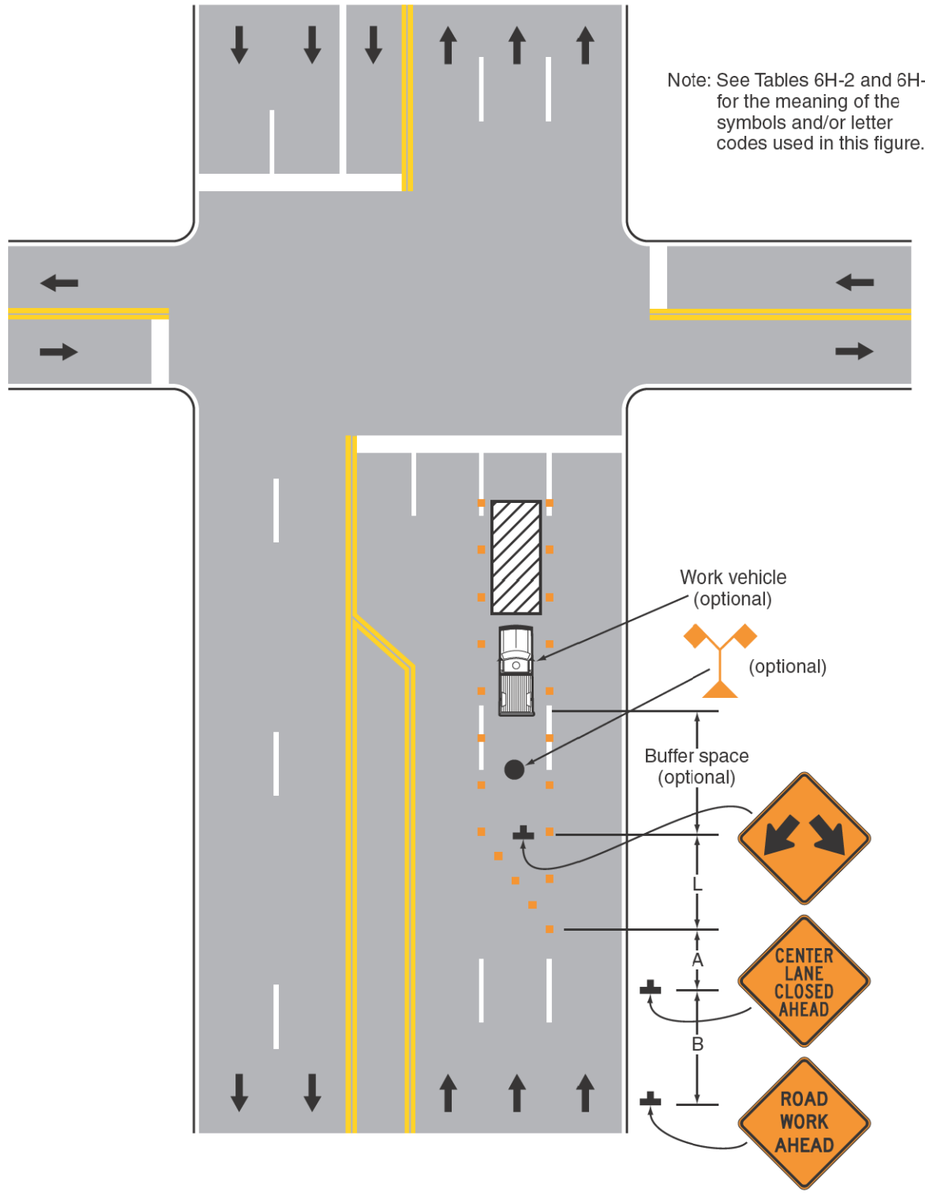
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DETOUR FOR A CLOSED STREET



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

LANE CLOSURE ON THE NEAR SIDE OF AN INTERSECTION



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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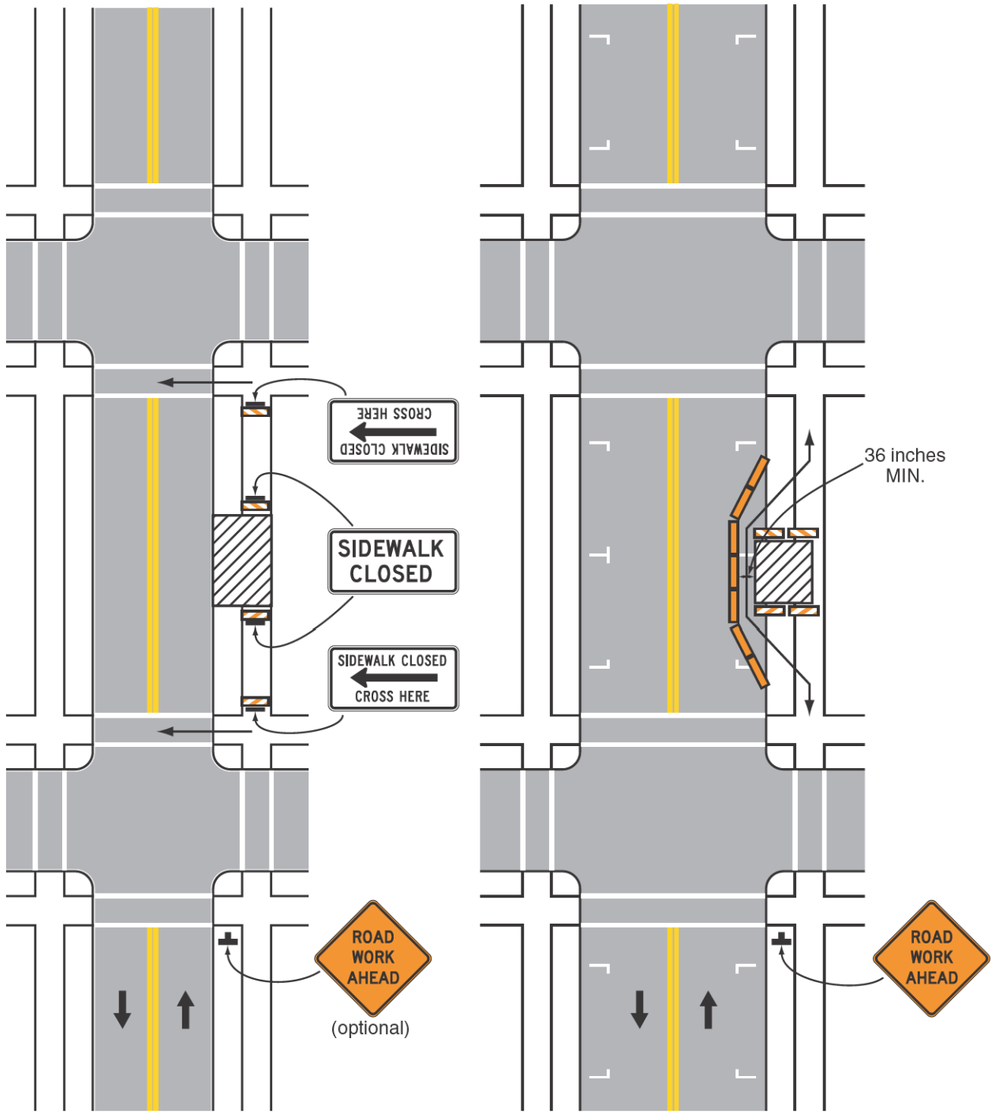
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SHEET
TR-07
SEQ.
47

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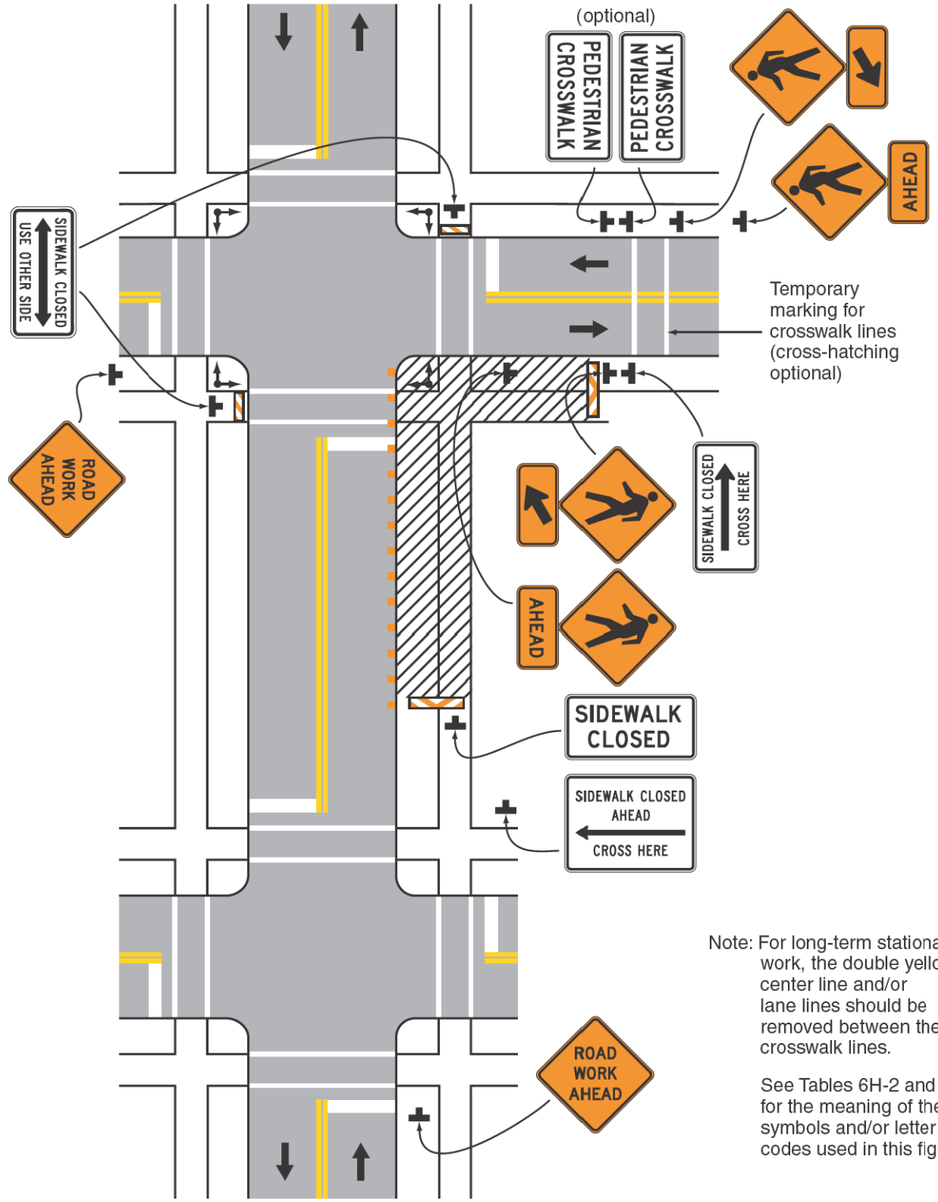
SIDEWALK DETOUR OR DIVERSION



SIDEWALK DETOUR **SIDEWALK DIVERSION**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

CROSSWALK CLOSURES AND PEDESTRIAN DETOURS



Note: For long-term stationary work, the double yellow center line and/or lane lines should be removed between the crosswalk lines.

See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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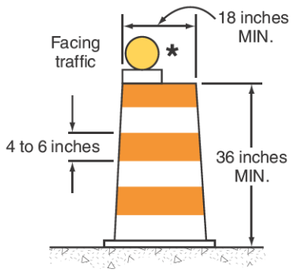
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SEQ. 48

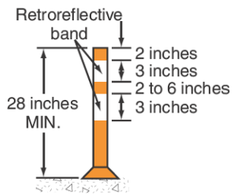
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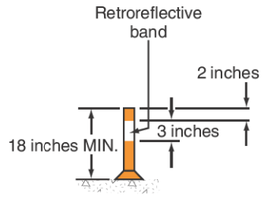
CHANNELIZING DEVICES



DRUM
* Warning lights (optional)

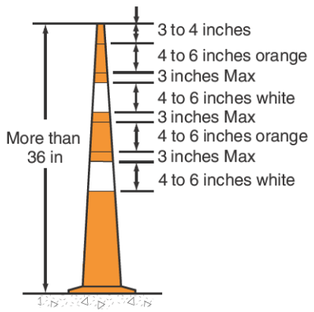


Night and/or freeway
High-speed roadway
(≥ 45 mph)

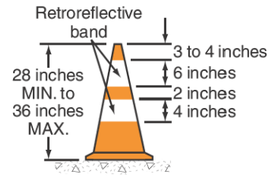


Day and low-speed
roadway (≤ 40 mph)

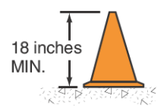
TUBULAR MARKERS



Min. 4 Retroreflective Bands
(2 white and 2 orange)

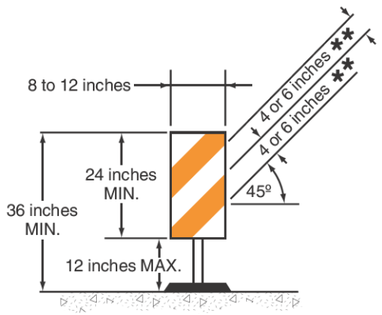


Night and/or freeway
High-speed roadway
(≥ 45 mph)

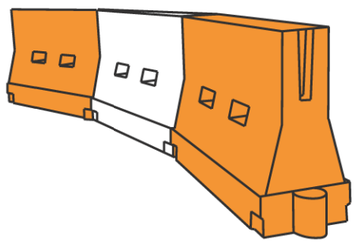


Day and low-speed
roadway (≤40 mph)

CONES

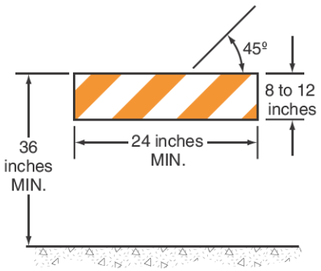


VERTICAL PANEL

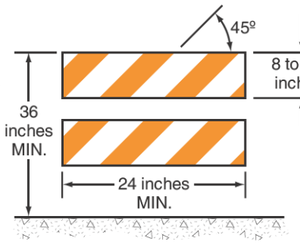


LONGITUDINAL CHANNELIZING DEVICE

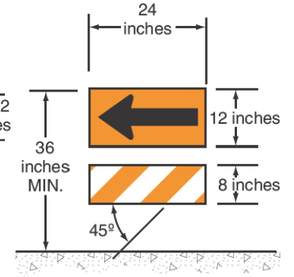
** See Section 6F.66 for stripe width



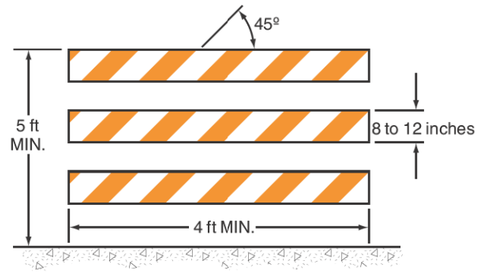
TYPE 1 BARRICADE *



TYPE 2 BARRICADE *



DIRECTION INDICATOR BARRICADE *



TYPE 3 BARRICADE *

* Rail stripe widths shall be 6 inches, except that 4-inch wide stripes may be used if rail lengths are less than 36 inches. The sides of barricades facing traffic shall have retroreflective rail faces.

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

09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TRAFFIC CONTROL
STANDARD DETAILS (7 OF 8)

NO.	ISSUE	BY	DATE

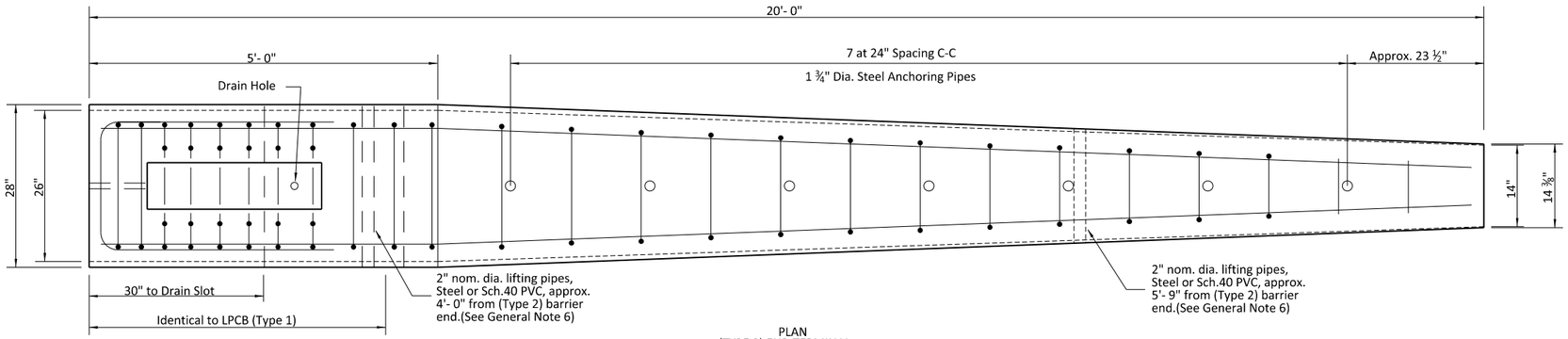
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DATE 09/12/2023
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CHECKED HRK
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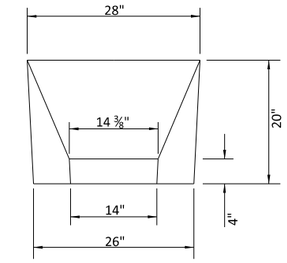
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SEQ. 49

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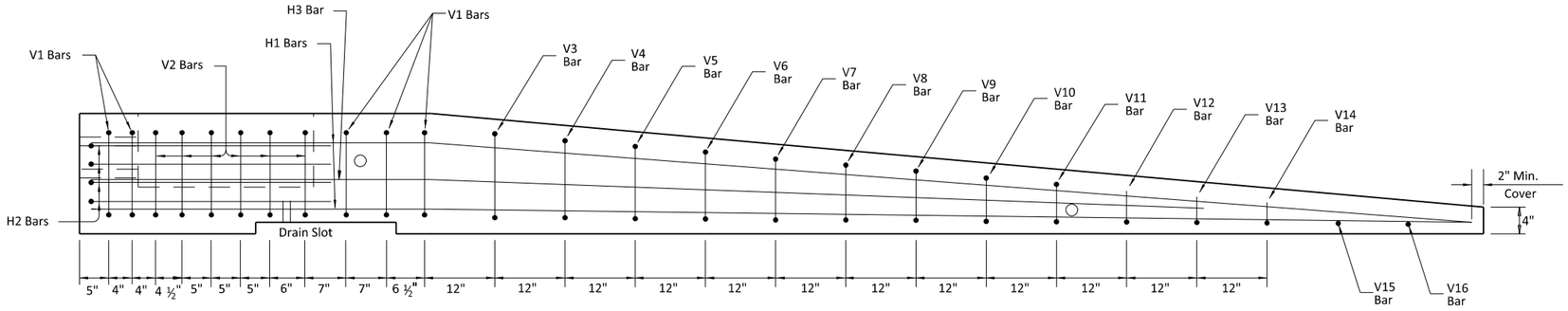
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PLAN
(TYPE 2) END TERMINAL



APPROACH VIEW

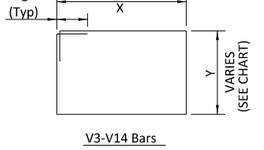


ELEVATION
(TYPE 2) END TERMINAL

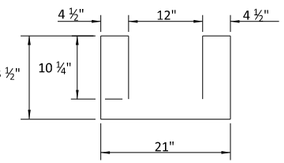
Note:
Anchoring pipes not shown in Elevation View

TYPE 2 - NOTES

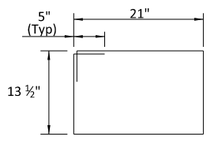
1. Welded wire reinforcment (WWR) is "not" an option for Type 2 Barrier.
2. Type 2 Barrier shall be used as an end treatment for the Type 1 barrier segments, when applicable.
3. The end treatment can be used without the anchor pins in locations that can accommodate approximately 4 ft. of lateral displacement of the end treatment.The use of non-pinned end treatment does not affect the performance or the deflection of the Low-Profile barrier system.
4. The anchor pins are all the same length and are to be driven flush with the top of the (Type 2) barrier surface.
5. The bends in the H3 and H1 bars are slight, no formal bend is necessary.
6. The Type 2 barrier segment must be lifted from the rear first, to prevent cracking of sloped section.
7. See LPCB sheet 1 for additional information.



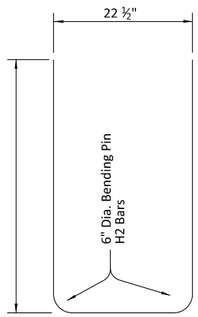
V3-V14 Bars



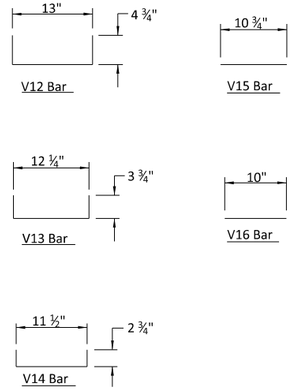
(6)~V2 Bars



(5)~V1 Bars



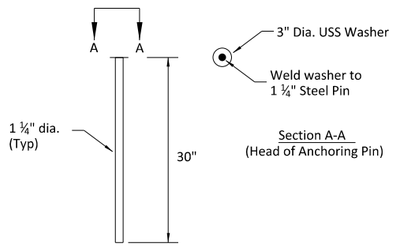
(4)~H2 Bars
(#5) Bars



BAR(#4)	X (IN.)	Y (IN.)
V3 BAR	20 ¼	14 ½
V4 BAR	19 ½	13 ½
V5 BAR	18 ½	12 ¼
V6 BAR	17 ½	11 ¼
V7 BAR	17	10 ¼
V8 BAR	16 ¼	9
V9 BAR	15 ½	8
V10 BAR	14 ½	7
V11 BAR	13 ¾	6

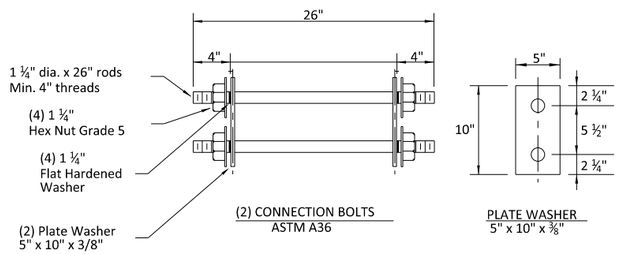
REINFORCING STEEL DETAILS
TYPE 2 - END TERMINAL

Note: All V Bars are (#4)



Section A-A
(Head of Anchoring Pin)

(7) Anchor Pins
ASTM A36 Steel (See Note 3)



(2) CONNECTION BOLTS
ASTM A36

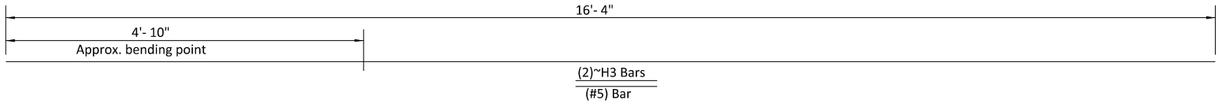
PLATE WASHER
5" x 10" x ⅜"

Note: Rods, Hex nuts and Washers shall be Galvanized.

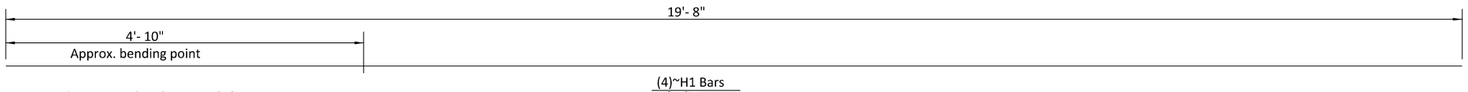
FOR CONTRACTORS INFORMATION ONLY

(TYPE 2) APPROX. QUANTITIES 20 FT. SECTION		
CONCRETE	CY	1.65
REINFORCING STEEL	LBS	240
TOTAL BARRIER WT.	LBS	7000

Note: Use 2" Dia. Bending Pin, unless otherwise shown



(2)~H3 Bars
(#5) Bar



(4)~H1 Bars
(#5) Bar

Note: Bends on H1 and H3 bars are slight and do not require formal bends.

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Web www.freese.com

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TRAFFIC CONTROL
STANDARD DETAILS (8 OF 8)

DATE	BY	ISSUE	NO.

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-TRT-PL-TCP09.sht

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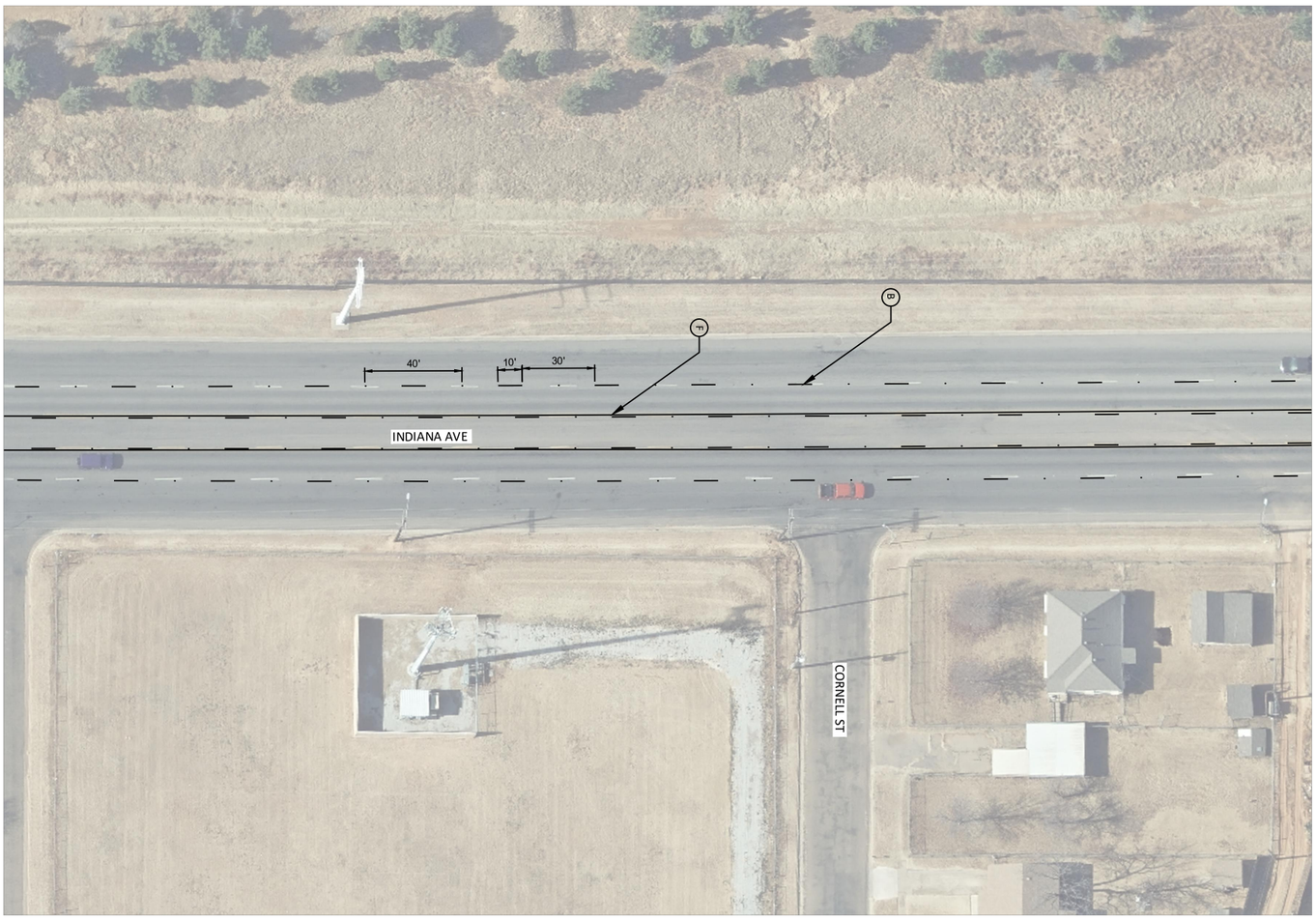
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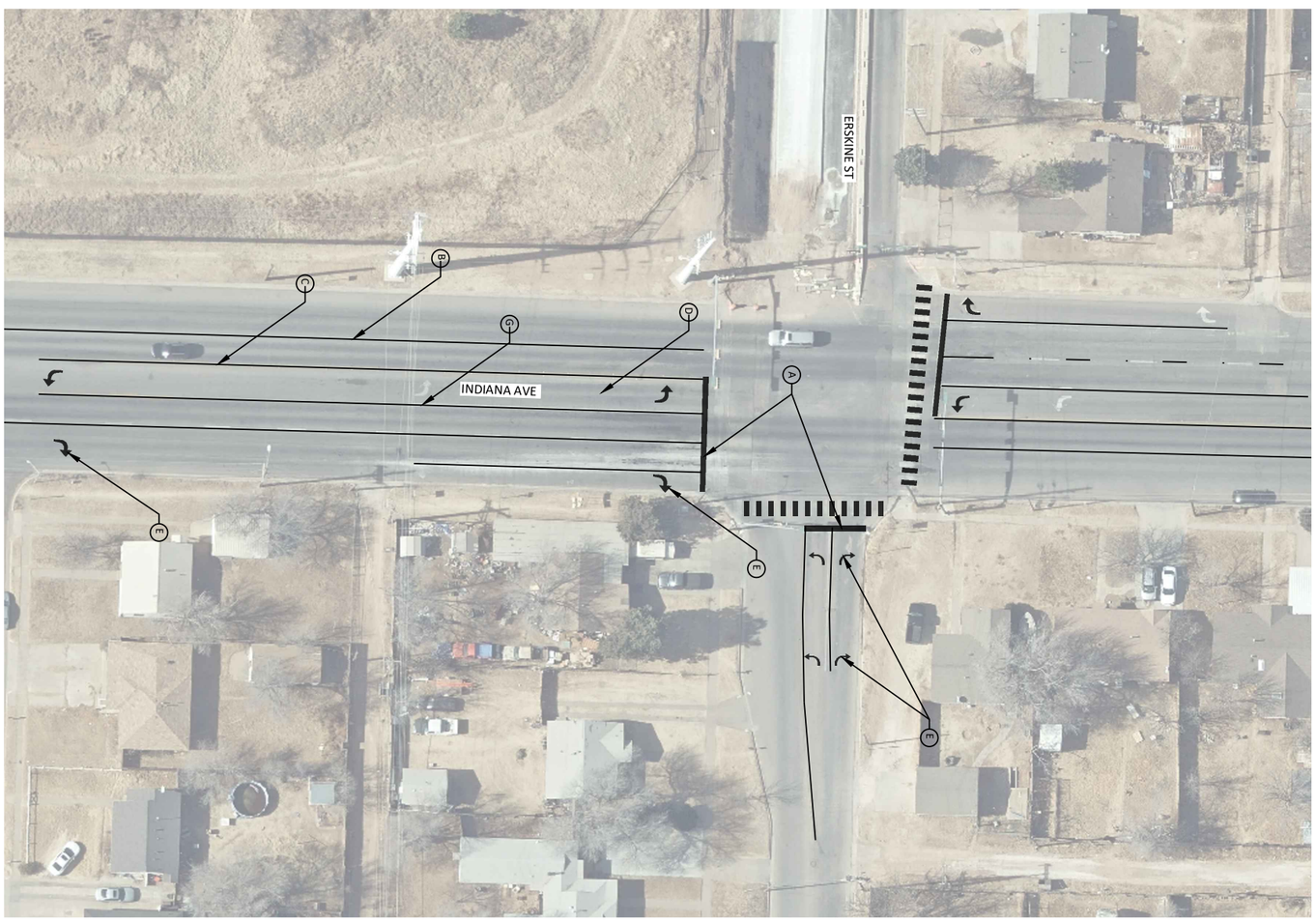
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LEGEND

(A) 24" WHITE SOLID
(B) 4" WHITE BROKEN & RPM TYP II-C-R
(C) 4" DOUBLE YELLOW SOLID & RPM @ 10' SPACING TYPE II-A-A
(D) PAVEMENT MARK - LEFT TURN ARROW (WHITE)
(E) PAVEMENT MARK - RIGHT TURN ARROW (WHITE)
(F) 4" YELLOW SOLID, 4" YELLOW BROKEN & RPM @ 40' SPACING TYPE II-A-A
(G) 8" WHITE SOLID

SCALE IN FEET
0 10' 20' 30' 60'

N

SEQ. 51

SHEET PM-01

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME CV-TRT-PVMRK.dwg

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

CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

PAVEMENT MARKING DETAILS

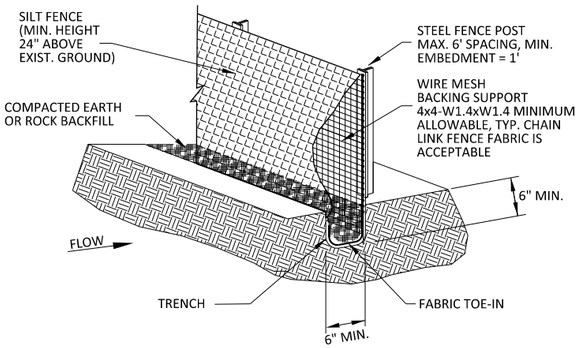
FREESE NICHOLS
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Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

09/12/2023

STATE OF TEXAS
HEATHER RAE KEISTER
100095
LICENSED
PROFESSIONAL ENGINEER

Heather Keister



SILT FENCE GENERAL NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.

2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.

3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.

4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.

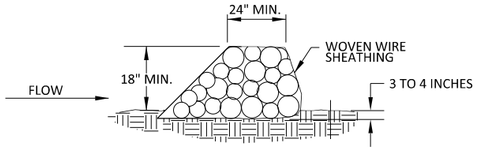
5. INSPECTION SHALL BE MADE EVERY TWO WEEKS AND AFTER EACH 1/2" RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.

6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

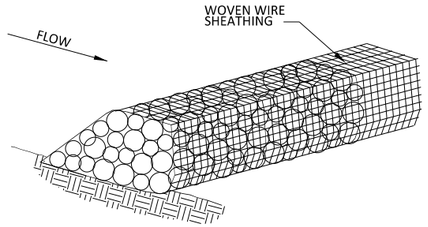
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE DETAIL

NOT TO SCALE



CROSS SECTION



ISOMETRIC PLAN VIEW

ROCK BERM GENERAL NOTES:

1. USE ONLY OPEN GRADED ROCK 4-8 INCHES IN DIAMETER FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK 3-5 INCHES IN DIAMETER FOR OTHER CONDITIONS.

2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE AND SHALL BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.

3. THE ROCK BERM SHALL BE INSPECTED EVERY TWO WEEKS OR AFTER EACH 1/2" RAIN EVENT AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTEDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.

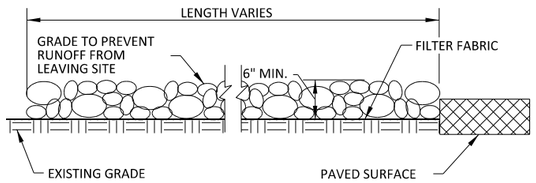
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.

5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

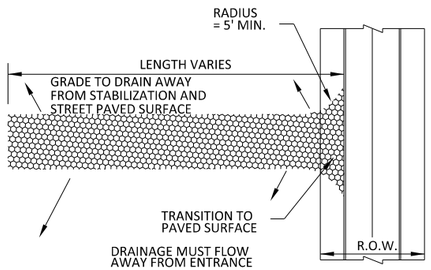
6. ROCK BERM SHOULD BE USED AS CHECK DAMS FOR CONCENTRATED FLOW AND ARE NOT INTENDED FOR USE IN PERIMETER PROTECTION.

ROCK FILTER DAM DETAIL

NOT TO SCALE



PROFILE VIEW



PLAN VIEW

STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.

2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.

3. THE THICKNESS SHALL NOT BE LESS THAN 6 INCHES.

4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.

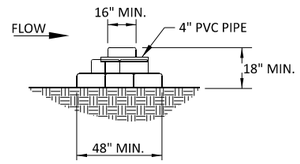
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.

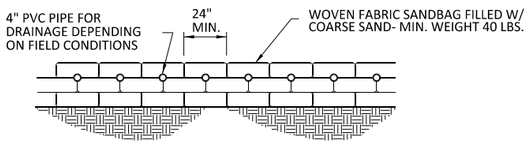
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

2 SP-01 STABILIZED CONSTRUCTION ACCESS

NOT TO SCALE



CROSS SECTION



PROFILE VIEW

SAND BAG BERM GENERAL NOTES:

1. WHEN A SANDBAG IS FILLED WITH MATERIAL, THE OPEN END OF THE SANDBAG SHOULD BE STAPLED OR TIED WITH NYLON OR POLY CORD.

2. SANDBAGS SHOULD BE STACKED IN AT LEAST THREE ROWS ABUTTING EACH OTHER, AND IN STAGGERED ARRANGEMENT.

3. THE BASE OF THE BERM SHOULD HAVE AT LEAST 3 SANDBAGS. THESE CAN BE REDUCED TO 2 AND 1 BAG IN THE SECOND AND THIRD ROWS RESPECTIVELY.

4. FOR EACH ADDITIONAL 6" OF HEIGHT, AN ADDITIONAL SANDBAG MUST BE ADDED TO EACH ROW WIDTH.

5. THE SANDBAG BERM SHALL BE INSPECTED AFTER EACH 1/2" RAIN EVENT AND SHALL BE RESHAPED OR REPLACED AS NEEDED DURING INSPECTION. REPAIRS SHALL BE MADE FOR WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.

6. WHEN SILT REACHES A DEPTH EQUAL TO 6 INCHES (THE HEIGHT OF ONE SANDBAG), THE SILT SHALL BE REMOVED AND DISPOLSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CREATE A SILTATION PROBLEM.

7. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

4 SP-01 SANDBAG BERM DETAIL

NOT TO SCALE

Freese and Nichols, Inc.
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09/12/2023

CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

EROSION CONTROL PLAN AND DETAILS

NO.	ISSUE	BY	DATE

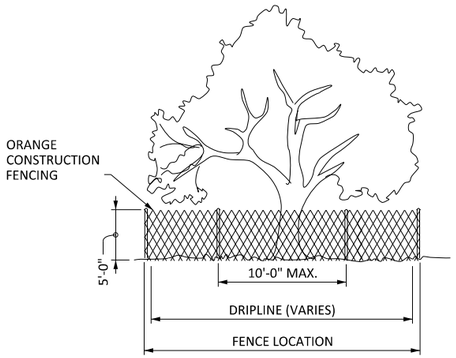
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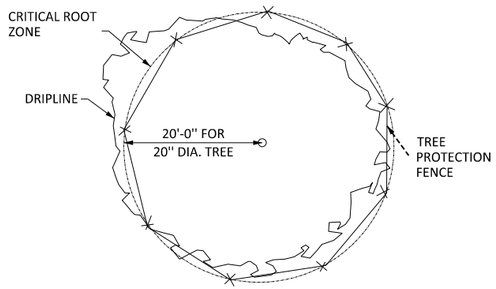
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NOTES:

1. TREES TO BE PROTECTED ARE SHOWN ON SHEET TP-01.
2. CONTRACTOR SHALL DETERMINE APPROPRIATE MEANS OF PROTECTING TREES PER CITY REQUIREMENTS AND OBTAIN APPROVAL FROM CITY PLANNING DEPARTMENT.
3. ALL PROTECTED TREES THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES MUST BE REPLANTED. CONTRACTOR SHALL COORDINATE THIS EFFORT WITH WITH THE CITY UPON COMPLETION OF CONSTRUCTION ACTIVITIES.
4. ALL TREES SHOWN ON THE PLANS TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCES.
5. CRITICAL ROOT ZONE IS DEFINED AS 1'-0" FOR EVERY 1" OF TRUNK DIAMETER.
6. PROTECTIVE FENCING SHALL COMPLETELY SURROUND THE TREES OR GROUP OF TREES AND SHALL BE LOCATED AT THE OUTERMOST BRANCHES (DRIP LINE, CRITICAL ROOT ZONE).
7. EXCEPTIONS TO INSTALLING PROTECTIVE FENCING AT CRITICAL ROOT ZONES MAY BE PERMITTED WHERE THERE IS TO BE APPROVED CONSTRUCTION ACTIVITY.
8. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES, THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.

1 / TP-02 TREE PROTECTION DETAIL

NOT TO SCALE

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Texas Registered Engineering Firm F-2144

09/12/2023



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CITY OF LUBBOCK

DESIGN OF BLUESKY LATERAL

CIVIL

TREE PROTECTION DETAILS

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED ----
CHECKED HRK
FILE NAME cv-trt-pk-tpp02.sht

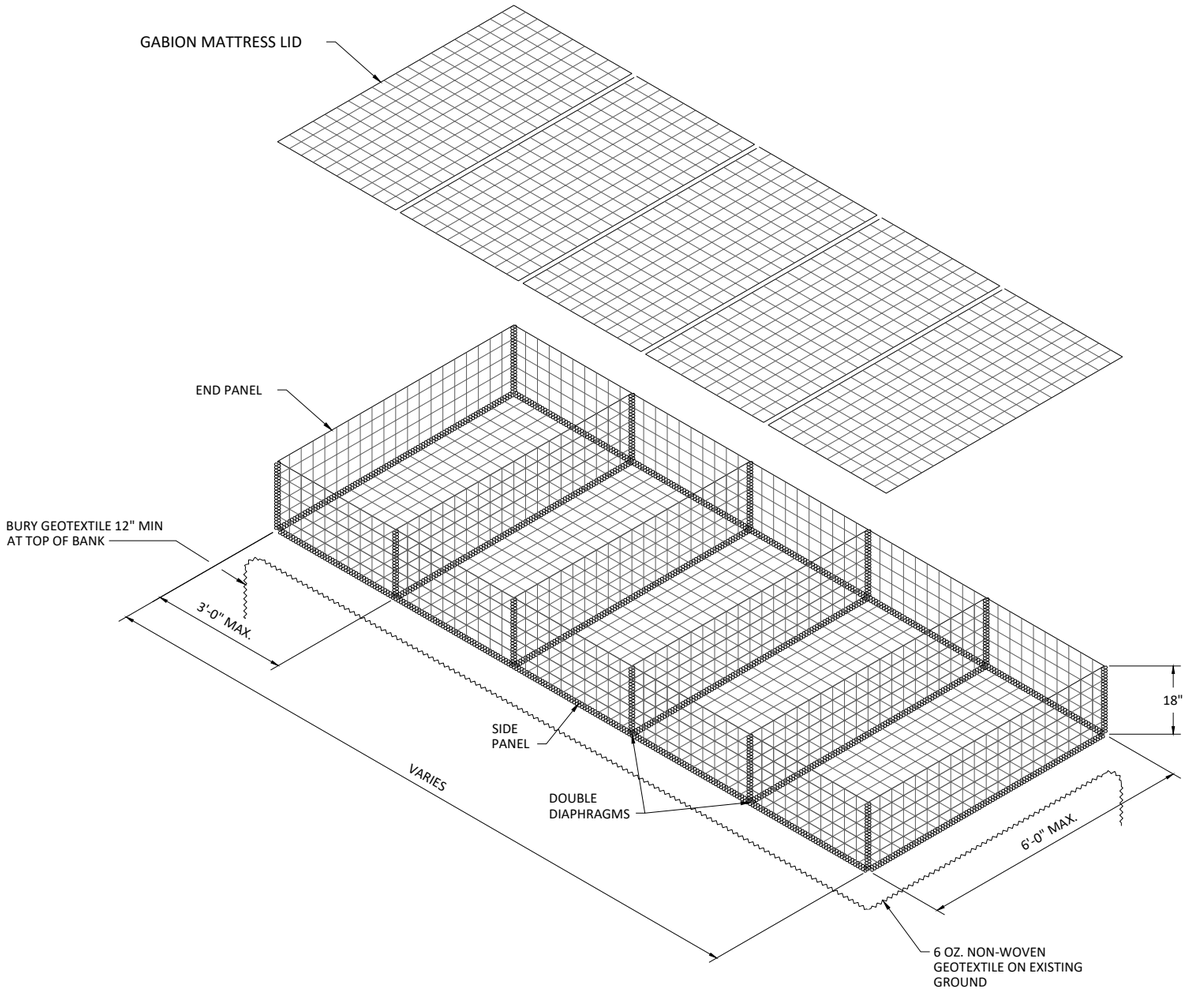
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SHEET SP-02

SEQ. 53

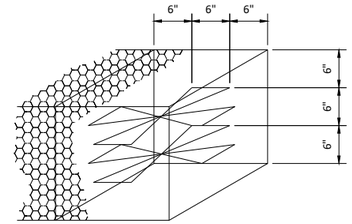
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NOTES:

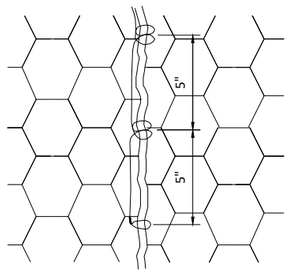
1. GABION MATTRESS SHALL BE INSTALLED ACCORDING TO MANUFACTURERS SPECIFICATIONS.
2. LIDS SHALL OPEN TOWARDS DOWNSTREAM OR DOWNGRADE.



INNER TIE WIRES SHALL BE PLACED HORIZONTALLY IN EACH CELL EVERY 12" OF VERTICAL HEIGHT CONNECTING THE FRONT AND BACK FACES AND ANY UNSUPPORTED FACE LENGTHWISE.

INNER TIE WIRE - TWISTED WIRE GABIONS

NOT TO SCALE



TWISTED WIRE MESH SHOWN. SAME TYING PATTERN SHALL BE USED FOR WELDED WIRE MESH.

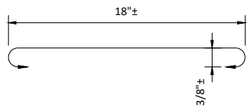
TYING PATTERN

NOT TO SCALE

GABIONS MUST BE TIED AT EACH STEP OF CONSTRUCTION:

1. INITIAL ASSEMBLY.
2. TYING TO ADJACENT GABIONS ALONG ALL CONTACTING EDGES.
3. TYING OF LID TO SIDES.
4. TYING OF LID TO TOP OF DIAPHRAGMS.
5. RETYING OF CUT GABIONS.

1. CUT A LENGTH OF TIE WIRE APPROXIMATELY 5' LONG, SECURE THE WIRE AT ONE END BY LOOPING AND TWISTING TOGETHER.
2. PROCEED TYING WITH DOUBLE LOOPS (MADE AT THE SAME POINT) EVERY 5" APART, PULLING THE BASKET PIECES TOGETHER.
3. SECURE THE END OF THE WIRE BY LOOPING AND TWISTING IN SAME MANNER AS AT BEGINNING.



BE SURE THE STIFFENERS ARE HOOKED AT CROSSING WIRE

PREFORMED STIFFENERS

INSTALL PREFORMED STIFFENERS ACROSS THE CORNERS OF THE GABIONS BEFORE FILLING. TWO ROWS OF STIFFENERS (4 PER CELL) ARE REQUIRED FOR THE FRONT FACE AND THE SIDE FACES. INSTALL A SINGLE ROW (2 PER CELL) ON THE BACK FACE. NO STIFFEERS ARE REQUIRED IN THE INTERIOR CELLS.

1 GABION BLOCK DETAILS

NTS

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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

GABION DETAILS (1 OF 4)

F&N JOB NO.	LUB22311
DATE	09/12/2023
DESIGNED	HRK
DRAWN	MSS
REVISED	----
CHECKED	HRK

NO.	ISSUE	BY	DATE

FILE NAME: SP-03 RIPRAP DETAILS (1 OF 2).dwg

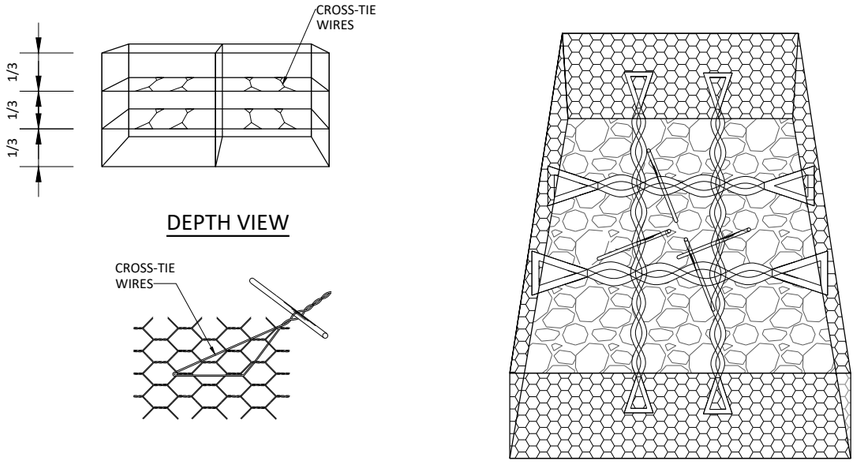
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SHEET SP-03

SEQ. 54

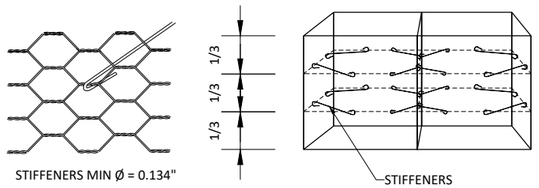
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Plot Date: 9/12/2023 11:36 AM Plot By: 08119 Filename: N:\SW\Drawings\SP-03 RIPRAP DETAILS (1 OF 2).dwg

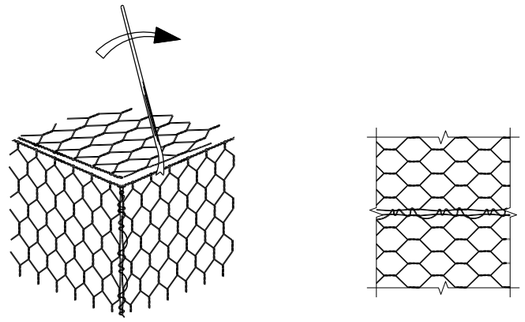


NOTES:
1. CROSS TIES SHOWN FOR 3'-0"x3'-0" GABION. FOR 1'-6" TALL GABIONS PLACE CROSS TIES AT 9" (MIDDLE) OF BASKET. CROSS TIES NOT REQUIRED FOR 1'-0" TALL APRON GABIONS.

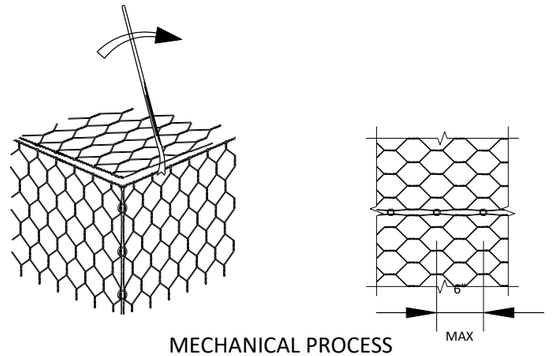
1 GABION REINFORCING DETAIL
NTS



3 CORNER STIFFNER DETAIL
NTS

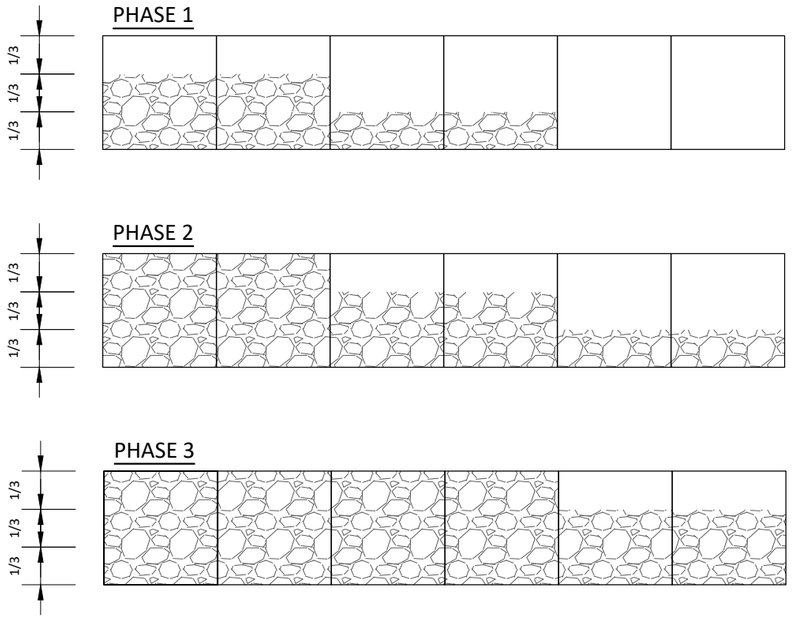


MANUAL CLOSURE:
WHERE USED, PROVIDE CLOSING TO ALL EDGES AND BASKET-TO-BASKET CONNECTIONS WITH GALVANIZED WIRE CONTINUOUSLY LOOPED TIGHTLY AROUND EVERY OTHER MESH OPENING, ALTERNATING SINGLE AND DOUBLE LOOPS.



MECHANICAL CLOSURE:
WHERE USED, PROVIDE CLOSING TO ALL EDGES AND BASKET-TO-BASKET CONNECTIONS USING PNEUMATIC OR HAND POWERED TOOL WITH GALVANIZED "C" FASTENERS. MAXIMUM ALLOWABLE SPACING IS 6 INCHES.

4 GABION CLOSING & CONNECTION DETAIL
NTS



2 GABION FILLING PROCESS
NTS

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09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

GABION DETAILS (2 OF 4)

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED -----
CHECKED HRK

FILE NAME SP-03 RIPRAP DETAILS (1 OF 2).dwg

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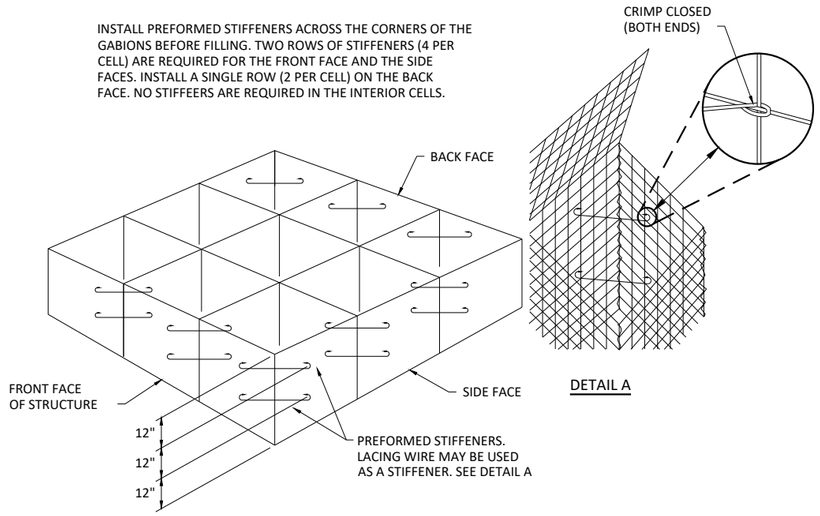
SHEET SP-04

SEQ. 55

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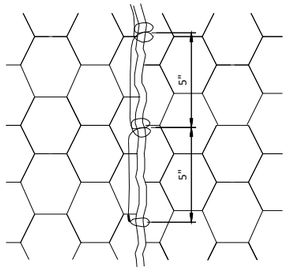
INSTALL PREFORMED STIFFENERS ACROSS THE CORNERS OF THE GABIONS BEFORE FILLING. TWO ROWS OF STIFFENERS (4 PER CELL) ARE REQUIRED FOR THE FRONT FACE AND THE SIDE FACES. INSTALL A SINGLE ROW (2 PER CELL) ON THE BACK FACE. NO STIFFEERS ARE REQUIRED IN THE INTERIOR CELLS.



1 STIFFENDER LAYOUT - WELDED WIRE GABIONS

NTS

1. CUT A LENGTH OF TIE WIRE APPROXIMATELY 5' LONG, SECURE THE WIRE AT ONE END BY LOOPING AND TWISTING TOGETHER.
2. PROCEED TYING WITH DOUBLE LOOPS (MADE AT THE SAME POINT) EVERY 5" APART, PULLING THE BASKET PIECES TOGETHER.
3. SECURE THE END OF THE WIRE BY LOOPING AND TWISTING IN SAME MANNER AS AT BEGINNING.



TWISTED WIRE MESH SHOWN. SAME TYING PATTERN SHALL BE USED FOR WELDED WIRE MESH.

GABIONS MUST BE TIED AT EACH STEP OF CONSTRUCTION:
1. INITIAL ASSEMBLY.
2. TYING TO ADJACENT GABIONS ALONG ALL CONTACTING EDGES.
3. TYING OF LID TO SIDES.
4. TYING OF LID TO TOP OF DIAPHRAGMS.
5. RETYING OF CUT GABIONS.

1 TYING PATTERN

NTS

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

09/12/2023

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

GABION DETAILS (3 OF 4)

NO.	ISSUE	BY	DATE

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
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FILE NAME SP-03 RIPRAP DETAILS (1 OF 2).dwg

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SEQ. 56

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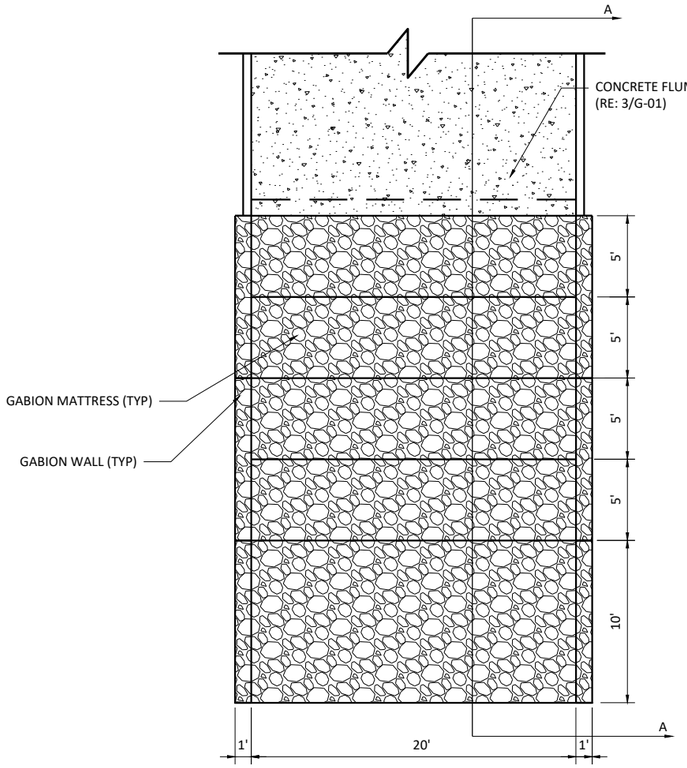
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NOTES:
1. TIE GABION MATTRESSES AND WALLS AT ALL CONTACT EDGES WITH OTHER GABIONS (RE 1/:SP-03)

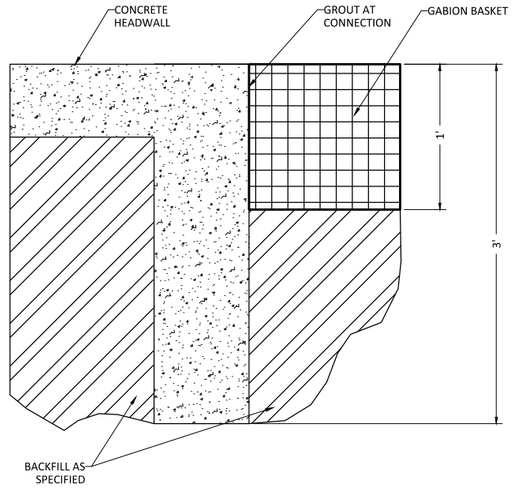
2. GABIONS TO BE FILLED WITH HARD, DURABLE WELL GRADED ROCK 4"-8" IN DIAMETER AND FILLED IN A MINIMUM OF 3 LAYERS PER GABION (RE: 2/SP-04)

3. SELECT LARGE STONES SHALL BE HAND PLACED ON THE VERTICAL OUTSIDE FACES OF GABIONS

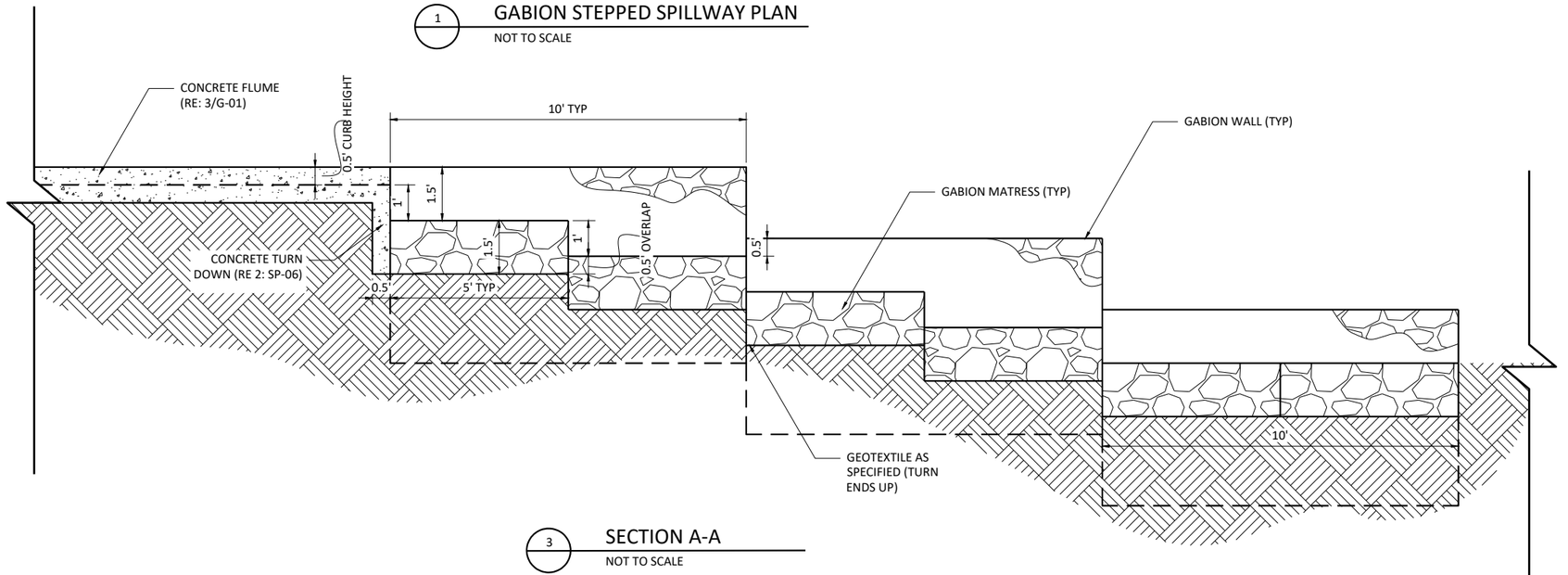
4. GABION WIRES SHALL BE PVC COATED



1 GABION STEPPED SPILLWAY PLAN
NOT TO SCALE



2 CONCRETE TURN DOWN
NOT TO SCALE



3 SECTION A-A
NOT TO SCALE

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

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CITY OF LUBBOCK

DESIGN OF BLUE SKY LATERAL

CIVIL

GABION DETAILS (4 OF 4)

F&N JOB NO. LUB22311
DATE 09/12/2023
DESIGNED HRK
DRAWN MSS
REVISED -----
CHECKED HRK
FILE NAME SP-03 RIPRAP DETAILS (1 OF 2).dwg

NO. | ISSUE | BY | DATE

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SHEET SP-06
SEQ. 57

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Plot Date: 9/12/2023 11:36 AM Plot By: 08119 Filename: N:\SW\Drawings\SP-03 RIPRAP DETAILS (1 OF 2).dwg

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]					Soil Classification	
					Group Symbol	Group Name [B]
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	**Gravels:** More than 50% of coarse fraction retained on No. 4 sieve	**Clean Gravels:** Less than 5% fines [C]	$Cu \geq 4$ and $1 \leq Cc \leq 3$ [E]		GW	Well-graded gravel [F]
			$Cu < 4$ and/or [Cc<1 or Cc>3.0] [E]		GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH		GM	Silty gravel [F, G, H]
			Fines classify as CL or CH		GC	Clayey gravel [F, G, H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	**Clean Sands:** Less than 5% fines [D]	$Cu \geq 6$ and $1 \leq Cc \leq 3$ [E]		SW	Well-graded sand [I]
			$Cu < 6$ and/or [Cc<1 or Cc>3.0] [E]		SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH		SM	Silty sand [G, H, I]
			Fines classify as CL or CH		SC	Clayey sand [G, H, I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	**Silts and Clays:** Liquid limit less than 50	**Inorganic:**	PI > 7 and plots on or above "A"		CL	Lean clay [K, L, M]
			PI < 4 or plots below "A" line [J]		ML	Silt [K, L, M]
		Organic:	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OL	Organic clay [K, L, M, N] / Organic silt [K, L, M, O]
	Silts and Clays: Liquid limit 50 or more	**Inorganic:**	PI plots on or above "A" line		CH	Fat clay [K, L, M]
			PI plots below "A" line		MH	Elastic Silt [K, L, M]
		Organic:	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OH	Organic clay [K, L, M, P] / Organic silt [K, L, M, Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor				PT	Peat

[A] Based on the material passing the 3-inch (75-mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

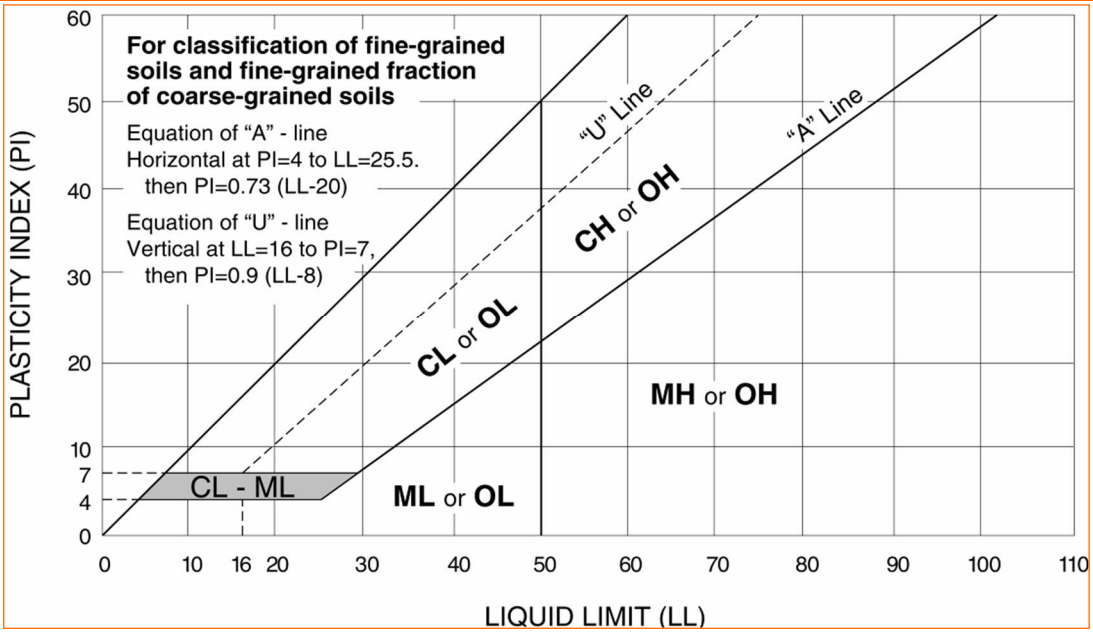
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

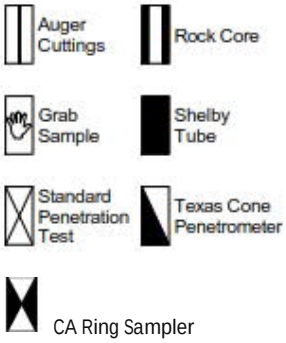
[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

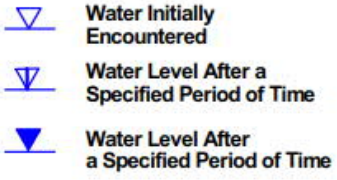


GENERAL NOTES TO LOG TERMS

SAMPLING



WATER LEVEL



Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination for groundwater levels is not possible with short term water level observations.

FIELD TESTS

N	**Standard Penetration Test Resistance (Blows/Ft)**
(HP)	**Hand Penetrometer**
(T)	**Torvane**
(DCP)	**Dynamic Cone Penetrometer**
UC	**Unconfined Compressive Strength**
(PID)	**Photo-Ionization Detector**
(OVA)	**Organic Vapor Analyzer**

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel, or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS

(More than 50% retained on No. 200 sieve.)
Density determined by Standard Penetration Resistance

Descriptive Term (Density)	Standard Penetration or N-value Blows/Ft.
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 – 29
Dense	30 – 50
Very Dense	>50

CONSISTENCY OF FINE-GRAINED SOILS

(50% or more passing the No. 200 sieve.)
Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance

Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-value Blows/Ft.
Very Soft	Less than 0.25	0 – 1
Soft	0.25 to 0.5	2 – 4
Medium Stiff	0.5 to 1.00	4 – 8
Stiff	1.00 to 2.00	8 – 15
Very Stiff	2.00 to 4.00	15 – 30
Hard	>4.00	>30

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	<15
With	15 – 29
Modifier	>30

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	<5
With	5 – 12
Modifier	>12

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300 mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 – 10
Medium	11 – 30
High	>30

APPENDIX B

NWLDIP Phase 3

Geotechnical Report

APPENDIX C

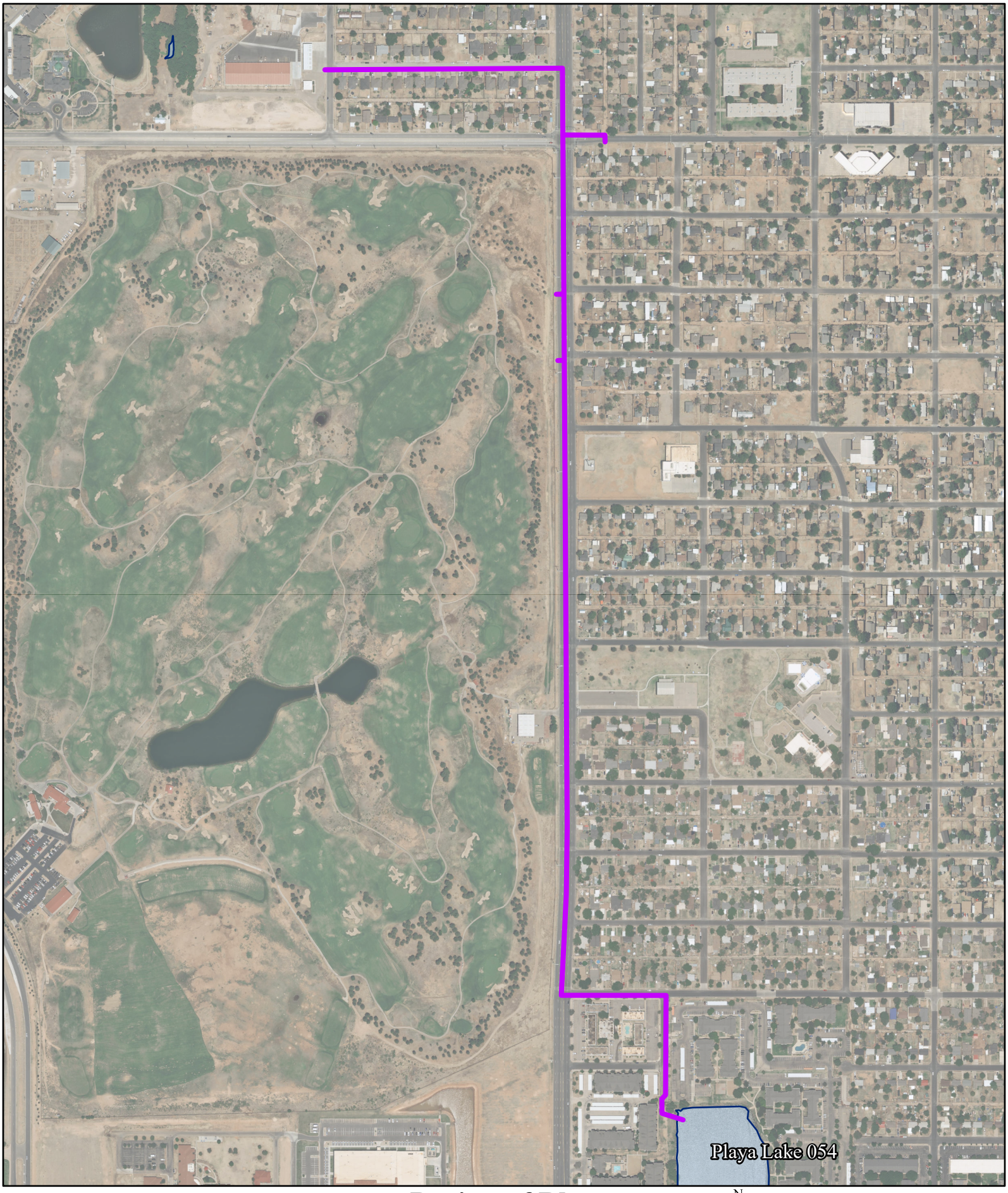
NWLDIP Phase 2

Geotechnical Report

APPENDIX D

NWLDIP Phase 1

Geotechnical Report



Design of Blue Sky Lateral

Blue Sky Lateral

Playa Lakes

0 375 750 1,500 Feet

N

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 be prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock, TX
Capital Project
Project Cost Detail
November 13, 2024

Capital Project Number:	92743
Capital Project Name:	Playa Lake 054 Lateral Extension

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 13,580
Contract 16390 - Design of Blue Sky Lateral by FNI	250,423
Advertising	348
Contract 17622 - Final Design, Bid Phase, & Construction Phase Services	430,000
Contract 17649 with MH Civil Construction - Play Lake 045 Lateral Extension	5,965,000
Agenda Items, December 10, 2024	
Change Order 1 - Contract 17649 with MH Civil Construction	101,231
Encumbered/Expended To Date	6,760,582
Estimated Costs for Remaining Appropriation	
Remaining Appropriation	739,418
Total Appropriation	$ 7,500,000



CIP 92743 Playa Lake 054 Lateral Extension

Upgrade/Major Maintenance

Project Manager: Bailey Rateliffe - Engineering

Project Scope

This project includes the design and construction of the extension of a lateral connecting Lake 054 to the trunk line installed with the Northwest Drainage Improvement Projects.

Project Justification

Lake 054 is a non-overflow playa located at the southern edge of the Arnett Benson neighborhood between System C and System D of the City of Lubbock playa lakes. With increased development in the watershed and the focus of providing flood protection for Arnett Benson through the Northwest Lubbock Drainage Improvements Projects, the feasibility analysis determined that a lateral for Lake 054 is feasible to restore capacity to the playa between storm events.
The areas have been historically flood prone, affecting residential and commercial structures. Numerous studies conducted since the early 1990s evaluated possibilities for reducing the flood risks in the area. Results of the Maxey Park Feasibility Study were presented to the City Council in January 2005 and prompted the Northwest Lubbock and Maxey Park Study, which was completed in 2008. Design, plans, specifications, and construction estimates for the construction of stormwater infrastructure from Maxey Park to the Canyon Lakes, as well as upstream detention to relieve some flooding risks to homes along Quaker Avenue between 50th Street and 34th Street. Feasibility of adding the Lake 054 lateral was evaluated during the design of Phase 3 improvements in 2019.

Project Highlights

Council Priorities Addressed:
Fiscal Discipline
Redevelopment
Community Improvements
Growth and Development

Project History

- FY 2021-22 $500,000 was appropriated by Ord. 2021-O0126
- FY 2023-24 $7,000,000 was appropriated by Ord. 2023-O0108

Project Dates

Start Date Design: 02/2022
Bid Construction: 10/2023
Award Construction: 01/2024
Project Start Construction: 03/2024
Project End Construction: 09/2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	$1,000,000	$0	$0	$0	$0	$0	$0
Construction	$6,500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$7,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Stormwater Fund Cash	$500,000	$0	$0	$0	$0	$0	$0
Stormwater Fund Bonds	$7,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$7,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 13036
Regular City Council Meeting 5. 10.
12/10/2024:

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 18493, with Freese & Nichols, Inc., for services related to updating the City's Water Distribution System Master Plan.

Item Summary

Developing and maintaining a current Water Distribution System Master Plan is essential, due to Lubbock's continued population growth, infrastructure expansion, and age of the overall water distribution system. The City's goal is to provide a "road map" for the development of its water system to help prioritize critical projects and allocate funds necessary for recommended improvements. A Master Plan assists staff and the development community in planning for future capital improvements needed to ensure that the water system is designed and constructed in compliance with current regulatory requirements. These requirements include system pressure, storage capacity, fire flow, water quality, and resiliency during potential emergencies. The most recent Water Distribution System Master Plan was completed in June 2017.

Additional time was needed to complete the original agreement (Contract 16931) with Freese & Nichols, Inc. (FNI) due to the amount of growth and change in water infrastructure and the challenging nature of the City of Lubbock water distribution system. This new contract will complete the update to the 2017 Water Distribution System Model and Master Plan. FNI will finish updating and evaluating the water distribution system hydraulic model to account for growth and changes to the system since 2017. Based on the updated model and evaluation of the water distribution system, a list of capital projects and associated costs will be compiled and prioritized for both current and future water system conditions, with a 30-year planning horizon.

Staff recommends award of this Professional Service Agreement to Freese & Nichols, Inc., based on their qualifications and negotiated price. The contract will be for 1 year and fees for the related services will not exceed $304,260.46.

Fiscal Impact

Contract 18493 for $304,260.46 is funded in Capital Improvement Project 8681 Water Distribution System Master Plan Update.

Staff/Board Recommending

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

Attachments

Resolution

Contract 18493
CIP Budget Detail
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract No. 18493 for the planning, evaluation, modeling, permitting, designing, overseeing construction of water distribution systems and related services, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES. Freese Nichols Contract 18493

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18493 is entered into this 3rd day of December, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the" Engineer"), a corporation authorized to do business in Texas.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the planning, evaluation, modeling, permitting, designing, overseeing construction of water distribution systems and related services, (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 one year. If the Engineer determines that additional time is required to complete the Services, the Director of Water Utilities, 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 $304,260.46 as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

[COMPANY NAME].

Freese & Nichols, Inc.
Andrew Franko, P.E., Associate
801 Cherry Street, Ste 2800
Fort Worth, TX 76102
Telephone: (817) 735-7515
Email: asf@freese.com

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

Greg Baier, P.E., Interim Director of Water Utilities
406 Municipal Drive
Lubbock, Texas 79403
Telephone: (806) 775-3513
Email: gbaier@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Greg Baier, P.E., Interim Director of Water Utilities

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Firm

Freese & Nichols, Inc.

By: Nicholas Lester
Nicholas Lester, P.E., Vice President

Email: ncl@freese.com

Exhibit A

Scope of Services
Water Distribution System Modeling & Master Plan Update Phase II

Project Understanding: Freese and Nichols, Inc. (FNI) understands that the City of Lubbock is engaging professional services to perform an update to their 2017 Water Master Plan (WMP). Accelerated growth in portions of the City have brought about the need to evaluate additional potential capital improvements as well as verify sizing of existing planned projects. In maintaining an updated hydraulic model, the City will be able to provide decision-making support and guidance for upcoming design/construction projects.

Scope elements include:
- Updating existing, 5-year, 10-year, and 30-year hydraulic analyses
- Risk Based Assessment and water line renewal planning
- Energy and pump usage analysis
- Water Quality Analyses
- Distribution system capital improvements plan (CIP) and Master Plan Report

Task A. Project Management, Kickoff Meeting, and Data Collection

A.1 Project Management and Administration: FNI will perform project management duties including preparing and updating the project schedule, monthly invoicing, development of monthly progress reports, written summaries of meetings (minutes), and any informal project collaboration.

A.2 Collaboration with City Staff: FNI will meet with City staff monthly through online virtual meetings. The purpose of these meetings is to collaborate with the City on any concerns or issues concerning results, recommendations, or any questions the City may have. The frequency of collaboration may vary based on the project phase, but it is anticipated that 2 hours monthly will be designated for these activities for the FNI project team. These meetings are separate from the identified project milestone meetings.

Task B. Population and Water Demand Projections

No tasks are included in this scope item.

Task C. Field Testing, Model Update & Calibration

No tasks are included in this scope item.

Task D. Water System Hydraulic Performance Analysis

D.1 Perform Water Age Modeling for Existing System: FNI will conduct water age modeling for the existing water system for up to three (3) different operational scenarios using the

operational controls developed in the previous task. FNI will run the EPS water age model for adequate simulation duration to ensure a repeating pattern of water age. FNI will use the EPS model to investigate potential operational modifications to reduce water age in areas of concern. FNI will prepare large scale color-coded mapping showing the water age throughout the system.

D.2 Conduct Source Trace Modeling: FNI will conduct source trace modeling for up to three operational scenarios to identify mixing zones within the distribution system. FNI will prepare large scale color-coded mapping showing the predicted mixing zones throughout the system.

D.3 Utilize 30-Year Model to Determine Sizing of Water System Improvements: FNI will utilize the 30-year EPS scenario with projected demands to evaluate alternatives to meet future water demands, including further leveraging CRMWA/Bailey County/Lake Alan Henry supply. FNI will determine the sizing of water system pipelines, elevated and ground storage, and pumping facilities needed to serve 30-year demands throughout each pressure zone service area using the EPS model analyses under maximum day demand conditions. The minimum line size for recommended piping improvements will be 12-inches, except for dead-end looping or water quality-related improvements.

D.4 Chlorine Residual Data Analytics and Trend Analysis: FNI will analyze City collected water quality and operational data to identify spatial, operational, and temporal trends regarding chlorine residuals. FNI will use the mapped sample sites as well as database of historical data in conjunction with the water age and source tracing model scenarios to identify potential relationships that impact distribution system water quality.

D.5 Utilize Water System Model to Evaluate System Reliability: FNI and the City will jointly identify up to three (3) outage scenarios, the desired level of service and system criteria for the system reliability analysis. FNI will utilize the water model with proposed improvements to determine system capacity for selected major outage conditions. FNI will present reliability modeling results to the City and adjust the proposed system improvements as needed to reduce the water system vulnerability to changes in water supply.

D.6 Develop Water System Improvement Project Documentation and Triggers: FNI will develop detailed project documentation and implementation triggers for each of the identified water system improvements. System improvements will include transmission, storage, pumping and distribution system related needs for each pressure zone. FNI will evaluate existing remaining capacity of key infrastructure and provided documentation on how projects may be tied to other identified improvements.

Task E. Water System Risk-Based Assessment (RBA) and Water Line Replacement Program

E.1 Review Existing Pipeline Renewal Prioritization Processes: FNI will review and document any existing systems, processes, and strategies for water pipeline infrastructure renewal and rehabilitation.

E.2 Data Evaluation and Gap Analysis: FNI will review and evaluate the existing water system pipeline data, including GIS, work order history from the City's CMMS, main break history, and maintenance data to determine the data's suitability for use in the risk-based assessment program. FNI will identify gaps in the desired data, including the projected magnitude of effort required to collect the data and level of importance of the data.

E.3 Develop Draft Condition and Criticality Scoring Parameters for Pipelines: FNI will work with the City to develop a draft condition and criticality scoring system for water system pipelines.

- Potential pipeline condition parameters include:
  - Pipe age
  - Pipe material
  - Maintenance history
  - Main break history
  - Soil conditions
- Potential pipeline criticality parameters include:
  - System redundancy
  - Number of customers served
  - Fire flow
  - Ease of access for repairs
  - High impact customers (hospitals, schools, central business district, etc.)
  - Alley/street condition/replacement schedule

E.4 Apply Condition and Criticality Scoring System to Pipelines: Based on available data, FNI will apply the condition and criticality scoring system to the distribution pipeline network. Each identified line segment will receive a condition, criticality, and overall risk score, and an overall prioritized ranking of pipelines will be prepared. FNI will develop large-scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

E.5 Develop Renewal CIP: FNI will work with the City to develop a strategy to utilize the results of the RBA to develop a prioritized water renewal plan and CIP. Potential considerations include triggers for CIP inclusion and funding constraints. FNI will cross-reference the recommendations from the City's wastewater renewal planning to determine if any overlap exists. FNI will develop a water renewal program CIP that includes project packaging, prioritization, descriptions, mapping, and conceptual cost estimates by fiscal year, if desired.

Task F. Energy Analysis and Pump Optimization

F.1 Update and Document Pump Efficiency Curves: FNI will coordinate with City staff to obtain pump efficiency curves for all new and replaced high service and distribution system pumping units since the previous Water Master Plan. FNI will utilize existing pump efficiency curves for units that have not changed since the previous Master Plan. FNI will review original shop curves and energy consumption by pumping unit if available to document existing pump efficiency curves and current best efficiency point (BEP). If necessary, FNI will contact pump vendors to try to locate information on missing pump efficiency curves.

F.2 Review and Document Historical Energy Usage and Cost Structure: FNI will review available information over the last five years on historical energy usage at high service and distribution system pump stations including available SCADA data and energy billings. FNI will document this information and identify any trends in the data. FNI will coordinate with the City and/or the electric utility to document the existing cost structure including cost per KW-hr and peaking charges including any seasonal, hourly, or locational variations.

F.3 Input Updated Efficiency Curves and Energy Costs to Model: FNI will input the collected data on pump efficiency curves, where required, and energy costs into the water model for use in energy modeling.

F.4 Expand Water Model to Include Supply Source Pump Stations: FNI will expand the existing hydraulic water model to include high service pump stations at each water treatment plant and the Bailey County Well Field pump station. This will allow FNI to evaluate pump efficiency and pumping costs at the City's supply points into the distribution system.

F.5 Utilize Water Model to Optimize Pumping: FNI will utilize the water model to determine the most efficient pumping configuration for up to three (3) operational scenarios determined jointly by FNI and the City. FNI will work with the City to prescribe upper and lower limits on acceptable operational criteria such as system pressures, pump cycling, water age, tank levels and pipeline velocities. The intent of the program will be to select pumps for a given demand condition that meet the required level of service parameters at a reduced energy cost.

F.6 Develop Recommendations to Optimize Energy Usage in the Distribution System: FNI will utilize the results of the historical data analysis and energy modeling to develop recommendations for optimizing energy use. Recommendations could include capital projects and/or operation and maintenance enhancements.

F.7 Meet with City Staff on Energy Analysis Results and Recommendations (Meeting): FNI will meet with the City in-person to discuss the Water System RBA results, Renewal CIP, and Energy Analysis. Once developed, the renewal CIP will be incorporated with the other recommendations for the Comprehensive CIP.

Task G. Capital Improvement Plan, Master Plan Report and Presentations

G.1 Develop Draft Capital Improvement Plan (CIP) Costs, Prioritization and Mapping: FNI will develop budgetary level costs for each proposed project, draft CIP scheduling of projects based upon water system modeling requirements and reliability needs, project drivers (such as growth, regulatory, reliability, etc.), trigger points, and mapping. Costs will be in Year 2023 dollars and will include engineering and contingencies.

G.2 Meet with City Staff on Draft Capital Improvement Plan (Meeting): FNI will prepare mapping and a presentation for and meet with the City in-person to discuss draft CIP, project prioritization and analyze alternative completion dates as necessary.

G.3 Revise and Finalize Water System CIP: FNI will revise EPS modeling and hydraulic analysis based on City's comments and will develop a final water system CIP with costs for each proposed project, descriptions, drivers/justification, CIP scheduling of projects based upon revised water system modeling requirements and reliability needs, and mapping showing project locations. FNI will also develop a CIP dashboarding tool to support City staff with capital project planning activities.

G.4 Prepare Draft Master Plan Report: FNI will prepare a Master Plan Report discussing assumptions, methodologies and findings for population and water demand projections, field testing and model calibration, existing and future system hydraulic analyses, and recommended Capital Improvement Plan including schedule and costs of improvements. Deliver five (5) copies of the draft report to City and an electronic copy in PDF format.

G.5 Meet with City to Review Draft Master Plan Report (Meeting): FNI will meet with City staff virtually to discuss the draft Master Plan Report and will solicit any comments or feedback on the report document.

G.6 Revise Master Plan Report to Incorporate City's Comments: FNI will revise the report based on City's comments and submit five (5) final hard copies and an electronic copy in PDF format of the Master Plan Report to the City.

G.7 Conduct Water Master Plan Report Presentations: FNI will develop a presentation and present the results of the Water Master Plan to City Council as well as the Lubbock Water Advisory Commission (LWAC). Both meetings will be conducted in-person before the Council and LWAC.

G.8 Deliver GIS Mapping and Modeling Files to the City: FNI will deliver the updated hydraulic water model and GIS files to the City.

Summary of Deliverables

- Water Distribution System Model and Master Plan Report
- Updated Hydraulic Water System Model
- Water System GIS Shapefile/Geodatabase/Map Packages

Summary of Milestone Meetings

- Meeting: RBA, Renewal Planning, Energy and Pump Analysis
- Meeting: Draft Capital Improvement Plan
- Meeting: Draft Master Plan Report
- City Council and LWAC Presentations
- Monthly coordination/collaboration meetings (as needed)

Responsibilities of City

- Provide Data Request items.

Exhibit B

Fee Summary
Water Distribution System Modeling & Master Plan Update Phase II

CITY and ENGINEER have established a not-to-exceed fee of $304,260.46 to complete all services under this Contract on a time and materials basis, as shown below by task. This amount will not be exceeded without a contract amendment. Fees for each task are estimates only and CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed fee.

ENGINEER agrees to complete these services as delineated above. If a change in Scope of Services or Time of Performance becomes necessary, an amendment to this contract shall be negotiated at that time.

The following table summarizes the fee estimated to be required to complete the above scope of work.

Task	Description	Labor Effort	Expense Effort	Total Effort
Basic Services				
A	Project Management	$491.85	$72.53	$564.38
B	Population and Water Demand Projections	$0.00	$0.00	$0.00
C	Field Testing, Model Update & Calibration	$0.00	$0.00	$0.00
D	Water System Hydraulic Performance Analysis	$56,187.00	$4,124.83	$60,311.83
E	Water System Risk Based Assessment and Water Line Replacement Program	$57,163.00	$2,112.25	$59,275.25
F	Energy Analysis and Pump Optimization	$47,782.00	$4,853.00	$52,635.00
G	Capital Improvement Plan, Master Plan Report and Presentations	$119,457.00	$12,017.00	$131,474.00
	Grand Total	**$281,080.85**	**$23,179.61**	**$304,260.46**

City of Lubbock
Capital Project
Project Cost Detail
December 3, 2024

Capital Project Number:	8681
Capital Project Name:	Water Distribution System Master Plan Update

Encumbered/Expended	**Budget**
Freese & Nichols- Master Plan Contract 16931	$ 195,240
Agenda Item December 3, 2024	
Freese & Nichols- Master Plan Phase II Contract 18493	304,260
Encumbered/Expended To Date	499,500
Estimated Cost for Remaining Appropriation	
Water Distribution System Master Plan Support Activities	500
Remaining Appropriation	500
Total Appropriation	$ 500,000



CIP 8681 Water Distribution System Master Plan Update

Master Plans/Studies

Project Manager: Greg Baier - Water Utility Administration

Project Scope

Under this project, City staff will update and refine the 2017 Water Distribution System Master Plan. Historical water use within the system will be evaluated to identify various system demands. Current and future land uses that will be served by the water system will be identified. Commercial and industrial water demand will be evaluated. Current and future demands will be estimated for various sectors of the City. The City's water distribution system model will be updated to reflect current and future growth scenarios related to water infrastructure for at least a 30-year planning horizon. The model will be used to determine the adequacy of the water system to meet TCEQ standards and fire flow requirements under current and future demand scenarios. Based on the results of the water system modeling, a list of capital projects and associated costs will be prioritized and compiled for both current and future water system conditions. The model will be updated annually to include changes within the distribution system involving added infrastructure from subdivisions, commercial developments, redeveloped areas, and completed capital projects.

Project Justification

Developing and maintaining a current water distribution system master plan is essential due to population growth, infrastructure expansion and aging, and changes to the water system. The City's goal is to provide a "road map" or guidance document for the development of its water system to help prioritize critical projects and allocate funds necessary for improvements. The Master Plan will assist staff in planning for capital improvement needs due to population growth and ensure that the water system is designed and constructed in compliance with current TCEQ regulations and City goals regarding system pressure, storage capacity, fire flow, water quality, and resiliency during potential emergencies. The most recent water distribution system master plan was completed in June 2017. This update will allow City staff to refine the 2017 Master Plan by incorporating new data and information related to improvements and changes to the water system that have occurred since the last plan was finalized.

Project Highlights

Council Priorities Addressed:
Growth & Development
Redevelopment
Public Health

Project History

- FY 2022-23 $500,000 was reassigned by Ord. 2022-O0136

Project Dates

Start Date: December 2022
Bid Date – Plan: N/A
Award Date for Bid - Plan: March 2023
Project Start Date - Plan: April 2023
Project End Date - Plan: December 2024

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	$500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	$500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 13077
Regular City Council Meeting
12/10/2024:

5. 11.

Information

Agenda Item

Resolution - Solid Waste Services: Consider a resolution authorizing the Mayor to execute a Personal Property License Agreement with South Plains College and Career Education, Inc, dba ATDS, for the use of City-owned vehicles to conduct Commercial Drivers License training through the South Plains College driving school operated by ATDS.

Item Summary

The City of Lubbock entered into a Personal Property License Agreement with South Plains College (SPC) and Career Education, Inc, dba ATDS (ATDS) in July of 2022, to allow the use of City-owned garbage trucks by City employees in the Solid Waste Department who are obtaining their Commercial Driver's License (CDL) through SPC's truck driving school. The program enables the City of Lubbock to register employees in the program, to receive training approved by the Federal Motor Carriers Safety Administration, and to receive a CDL-B Commercial Driver's License, while training in a City-owned garbage truck.

The City of Lubbock Solid Waste Department, as well as other departments, have had much success since July of 2022, in hiring employees who do not currently possess a CDL, and enabling them to obtain their CDL by enrolling them in the training program offered by SPC and operated by ATDS. These employees are given the required training, both classroom and driving, and receive a CDL Commercial Driver's License, upon successful completion of the course. Most of the licenses needed for City of Lubbock Operations, including the Solid Waste Department, include the CDL-B Commercial Driver's License. A few departments, including Water Utilities, have a need for the CDL-A Commercial Driver's License, which is also available through the truck driving school provided by SPC and operated by ATDS.

Staff recommends entering into a new Personal Property License Agreement with South Plains College and ATDS, to allow our employees in Solid Waste to continue to train in a City-owned garbage truck, which is very similar to what they will be using in the field.

Fiscal Impact

Training cost for a Class-B CDL is $3,150, and will be paid using American Rescue Plan Act (ARPA) funding.

Staff/Board Recommending

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

Attachments

Resolution

License Agreement
Exhibit A

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 Personal Property License Agreement for the use of City owned vehicles by South Plains College's ("SPC") Professional Driver Training Program, operated by and through Career Education Inc., d/b/a ATDS ("ATDS"), a licensed third-party testing center registered with the Texas Department of Public Safety, by and between the City of Lubbock, SPC and ATDS, and all related documents. Said License 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims Deputy City Attorney

PERSONAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2024 by and between the City of Lubbock, Texas (the "City") a Texas Home Rule Municipal Corporation, South Plains College ("SPC"), and Career Education Inc., d/b/a ATDS ("ATDS"), SPC and ATDS collectively referred to herein as "Licensees."

WHEREAS, SPC offers and provides a Professional Driver Training Program (the "Program"), operated by and through ATDS, a licensed third-party testing center registered with the Texas Department of Public Safety; and

WHEREAS, SPC's driving school is registered and approved by the Federal Motor Carriers Safety Administration and is listed on the Training Provider Registry; and

WHEREAS, students enrolled in the Program can obtain a CDL-B (Bus and Non-Combination Truck) License upon successful completion of the Program; and

WHEREAS, the City desires to enroll City employees in the Program so that they may obtain CDL-B Licenses in order to operate certain City vehicle, including, but not limited to, City Garbage Collection Vehicles; and

WHEREAS, the City further desires to provide Licensees with certain City vehicles in order to train City employees specifically with City vehicles.

Article I
License

Section 1.01. License. In consideration of the mutual covenants and agreements of this Agreement, and for good and valuable consideration as set forth herein, the City hereby grants to Licensees, upon on the terms and conditions set forth in this Agreement, a license to the personal property described in this Agreement and attached hereto as Schedule "A" (the "Property").

Article II
Term of License

Section 2.01. Term. The term of this Agreement is one year (the "Primary Term") beginning on the date of execution of this Agreement by all Parties, unless terminating sooner as provided in this Agreement.

This Agreement may be renewed annually upon the mutual agreement of the Parties. The City and/or Licensees may elect to not extend the term of this Agreement in their sole discretion.

Section 2.02. Termination. This Agreement will terminate without further notice when the term specified in §2.01 expires, and any holding over by Licensees after that term expires will not constitute a renewal of the Agreement or give Licensees any rights under the Agreement with regard to the Property. The City retains the right at its election to cancel and revoke this Agreement, with or without cause, at any time.

Section 2.03. Holdover. If Licensees holds over and continues in possession of the Property after the Lease term (or any extension) expires, Licensees shall be considered to be possessing the property at will, subject to all the terms of this Lease.

Article III
Use of Property

Section 3.01. Rights of Licensee. Licensees are entitled to the use, operation, possession, and control of the Property during the Agreement term, provided Licensees are not in default of any provision of the Agreement, and subject to any security interest the City may have given or may give to any third party during the Agreement term. Licensees shall employ and have absolute control, supervision, and responsibility over any operators or users of the Property.

Section 3.02. Duties of Licensee.

(a) Licensees must use the Property in a careful and proper manner. Licensees agree that the Property will be used in accordance with any applicable vendor's or manufacturer's manuals or instructions, by competent and fully qualified personnel only. Licensees agree to reimburse the City in full for all damage to the Property arising from any misuse or negligent act by Licensees, its employees, or its agents.

(b) Licensees shall not permit any Property to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Property. Licensees will indemnify and hold the City harmless from all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Section 3.03. Limitation of Use. Licensees represent and warrant that the Property will be used strictly for the training and education purposes of City employees only. Licensees shall not permit any other person to use or train with or on the Property except for the use of Licensees and City employees.

Article IV
Maintenance, Repairs, and Alterations

Section 4.01. Licensee Obligations. Licensees assume all obligation and liability concerning possession of the Property, and for its use, operation, condition, and storage during the Agreement term.

Section 4.02. City Obligations. The City shall, at the City's expense, maintain the Property in good mechanical condition and running order, including reasonable wear and tear resulting from the ordinary use of the Property. The City shall, at the City's expense, provide all parts, mechanisms, and devices required to keep the leased Property in good repair, condition, and running order.

Section 4.03. Alterations. Licensees shall not make any alterations, additions, or improvements to the Property without the prior written consent of City.

Section 4.04. Accessions. All installations, additions, replacements, and substitutions of parts or accessories with respect to any of the Property under this Agreement constitute accessions. All accessions become part of the leased Property, are thus owned by the City and are subject to the terms of this Agreement.

Article V
Expenses

Section 5.01. Operating Expenses. Licensees agree to pay for all expenses of operating the leased Property, including but not limited to fuel bills, and all other charges in connection with the operation of the Property.

Section 5.02. Other Expenses. The City shall be responsible for any costs associated with license fees, registration fees, and all other non-operational charges in connection with the Property. The City shall be liable for any fees for licenses, registrations, permits, certificates of title, and other certificates as may be required for the lawful operation of the leased Property.

Article VI
City's Right of Inspection and Repair

Section 6.01. Inspections. The City has the right to enter the premises where the licensed Property is located or operated for the purpose of inspecting the Property in order to ascertain its condition and manner of use. Such an inspection may be made by the City at its discretion, but only during Licensees' regular business hours.

Section 6.02. Repair Remedy. If the City's inspection of the licensed Property, as described in Paragraph 6.01, reveals that any Property covered by this Agreement is not being properly maintained or utilized according to the provisions of this Agreement, the City has the right, but not the obligation, to have the Property repaired or maintained.

Article VII
Ownership

Section 7.01. No Sale or Security Interest Intended. This Agreement constitutes a license of the Property described in Schedule A, and is not a sale or the creation of a security interest in the Property. The City at all times retains sole ownership and title to the Property, and Licensees do not have and will not, at any time, acquire any right, title, equity, or other interest in the Property, except the right to possession and use as provided for in this Agreement.

Section 7.02. Identification Markings. The City has the right to place and maintain, on the exterior or interior of each piece of Property, any identifying markings deemed necessary by the City.

Article VIII
Indemnification and Liability

Section 8.01. Risk of Loss and Liability Assumed by Licensees. Licensees assume all risk and liability for the loss of or damage to the Property, for the death of or injury to any person

or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the Property. Nothing in this Agreement authorizes Licensees or any other person to operate any of the Property so as to impose any liability or other obligation on the City.

Section 8.02. Licensees' Duty to Indemnify. Licensees agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from all claims, loss, or damage the City may sustain for any of the following reasons:

(a) Loss of, or damage to, any of the Property by any cause.

(b) Injury to, or death of, any person, including but not limited to agents or employees of Licensees.

(c) Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of the Property.

Section 8.03. Liability for Fines and Penalties. Licensees have sole liability for, and must reimburse the City for, all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorney's fees, imposed by any governmental or regulatory agency or entity by virtue of Licensees' use or operation of the Property, or because of the failure by Licensees to perform any of the Agreement terms.

Section 8.04. Payment of Stipulated Loss Value. If the Property becomes lost, stolen, destroyed, or damaged beyond repair, Licensees shall pay the City, in a form acceptable to the City, the Stipulated Loss Value as set forth in Schedule A. This Agreement will terminate at the time of such payment with respect to that item of the Property for which payment is made. After paying the Stipulated Loss Value, Licensees are entitled to the Property on an as-is basis, without warranty by the City, express or implied, for any matter concerning the Property.

Section 8.05. Obligations Survive Agreement Term. The indemnities, assumptions of risk, liabilities, and obligations of Licensees arising under this Agreement will continue in effect after the termination of the Agreement, regardless of the reason for termination.

Section 8.06. Obligations Satisfied by Insurance. The indemnities, assumptions of risk, liabilities, and obligations of Licensees arising under this Agreement may be excused only to the extent that they are covered by the insurance policies described in Article 10 of this Agreement. Any payment received by the City from an insurance carrier shall be set off against the obligations described in this Article 8.

Article IX

Incidental Duties in Case of Accident, Loss of, or Damage to Property

Section 9.01. Notification to City. If any of the Property under this Agreement is damaged, lost, stolen, or destroyed as a result of its operation, use, maintenance, or possession, Licensees shall promptly notify the City of the occurrence and shall file all necessary accident reports, including those required by law and those required by interested insurance companies.

Section 9.02. Cooperation in Defense of Claims. Licensees and their employees and agents must cooperate fully with the City and all insurers providing insurance under this Agreement in the investigation and defense of all claims or suits. Licensees must promptly deliver to the City all papers, notices, and documents served on, or delivered to Licensees or their employees and agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Licensees or the City concerning the Property.

Article X
Insurance

Section 10.01. Licensees' Obligation to Maintain Casualty Insurance. Licensees agree to maintain insurance in full force and effect against loss, theft, damage, or destruction of the Property. This insurance is at Licensees' sole cost and expense, but must name the City as an insured, additional insured, or loss payee. The insurance must be in an amount not less than $1,000,000 occ/$2,000,000 aggregate.

Section 10.02. Licensees' Obligation to Maintain Liability Insurance. Licensees agree to carry public liability and property damage insurance, issued by an insurance carrier admitted to do business in the State of Texas with a Best's Rating of A-VII or better, insuring the interests of the City, Licensees, and their authorized agents and employees against all claims that may arise during the term of this Agreement that are in any way connected with the ownership, possession, operation, or use of the Property.

[Add, if excess liability coverage desired]

Lessee also agrees to carry, at Lessee's sole cost and expense, excess liability umbrella coverage in the amount of $1,000,000 occ/$2,000,000 aggregate.

Section 10.03. Licensees' Obligation Regarding Workers' Compensation Insurance. Licensees' are responsible for any workers' compensation insurance that may be required under state law.

Section 10.04. Insurance Certificate. Licensees agree to have insurers furnish to the City, no later than five (5) business days prior to the date on which the Property is delivered to Licensees, and no later than five (5) business days prior to the expiration date of any existing insurance, a certificate evidencing the insurance coverage required under Paragraphs 10.01, 10.02, and 10.03. The insurance policies must provide that the insurer will not cancel or materially modify the insurance except on thirty (30) calendar days advance written notice to the City.

Section 10.05. Failure to Insure. Any failure on the part of the Licensees to procure, maintain, or renew the required insurance constitutes a default. In the event of such a default, the City may, but is not obligated to, obtain insurance for Licensees and at the expense of Licensees, without prejudice to any other rights the City may have under this Agreement.

Licensees further agree to indemnify and hold harmless the City, its agents, officers, and employees from and against loss, liability, and expense, including reasonable attorney's fees,

because of Licensees' failure to comply with any terms, provisions, and conditions of any insurance policy insuring the City and Licensees, or because of Licensees failure to comply with the terms and provisions of this Article.

Article XI
Circumstances Constituting Default by Licensees

Section 11.01. The City may, at its option, declare Licensees in default by giving Licensees written notice of default on the occurrence of any of the following events:

(a) Failure by Licensees to perform any of its obligations as set forth in this Agreement.

(b) Expiration or cancellation of any insurance policy to be paid for by Licensees as provided for in Article 10 of this Agreement.

(c) Involuntary transfer of Licensees' interest in this Agreement by operation of law.

(d) Licensees' assignment of any interest in this Agreement.

(e) Institution by or against Licensees of any proceedings in bankruptcy or insolvency, or the reorganization of Licensees under any law, or the appointment of a receiver or trustee for the goods and chattels of Licensees, or any assignment by Licensees for the benefit of creditors.

Article XII
Rights, Remedies, and Obligation on Default

Section 12.01. City's Rights and Remedies. 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. If the Lessee defaults, and if a notice of default is given as specified in Article 11 and the default remains uncorrected for five (5) business days, the City may exercise any one or more of the following remedies:

(a) Termination of the Agreement and Licensees' rights under this Agreement as to any or all items of Property.

(b) Repossession of the Property without legal process, free of all rights of Licensees in and to the Property. By this provision, Licensees expressly authorizes the City or the City's agent to enter any premises owned or controlled by Licensees, or Licensees' agents and assigns, where the Property is located for the purpose of repossessing and removing the Property. Licensees specifically waive any right of action Licensees might otherwise have arising out of the entry and repossession, and releases the City from any claim for trespass or damage caused

by reason of the entry, repossession, or removal. Any repossession of one particular item under this Agreement with respect to which Licensees are in default does not constitute a termination of this Agreement as to any other items of equipment, unless the City expressly so notifies Licensees in writing.

Section 12.02. Licensees' Obligation for City's Costs and Attorney's Fees. If Licensees default, Licensees shall reimburse the City for all reasonable expenses of repossession and enforcement of the City's rights and remedies. Notwithstanding any other provisions of this Agreement, if the City places all or any part of the City's claim against Licensees in the hands of an attorney for collection, Licensees shall pay the City's reasonable attorney's fees.

Section 12.03. Remedies Cumulative. The remedies of the City set forth in this Article are cumulative to the extent permitted by law and may be exercised partially, concurrently, or separately. The exercise of one remedy does not preclude the exercise of any other remedy.

Section 12.04. Failure to Enforce Not Waiver. Any failure or delay on the part of the City to exercise any remedy or right under this Agreement is not a waiver. The failure of the City to require performance of any of the terms, covenants, or provisions of this Agreement by Licensees will never constitute a waiver of any of the rights under the Agreement. No single or partial exercise by the City of any remedy or right precludes any other or further exercise of that remedy or right or the exercise of any other rights or remedies. No forbearance by the City to exercise any rights or privileges under this Agreement is a waiver, but all rights and privileges continue in effect as if no forbearance occurred.

Section 12.05. Forfeiture of Licensees' Interest on Default. If Licensees default for any reason and this Agreement is terminated and the Property repossessed, Licensees and Licensees' successors in interest shall have no right, title, or interest in the Property, its possession, or its use.

Article XII
Sale or Encumbrance

Section 13.01. Sale or Disposal Prohibited. Licensees may not part with possession or control of the Property. Nor may Licensees sell, mortgage, or attempt to sell or mortgage any of the Property. Licensees may not otherwise dispose or attempt to dispose of any of the Property or any interest under this Agreement. On the occurrence of any of these events, Licensees will be in default.

Section 13.02. Encumbrance Prohibited. Licensees may not pledge, encumber, create a security interest in, or permit any lien to become effective on any of the Property. On the occurrence of any of these events, Licensees will be in default. Licensees must promptly notify the City of any liens, charges, or other encumbrances of which Licensees have knowledge. Licensees must promptly pay or satisfy any obligation from which any lien or encumbrance arises. Licensees must deliver to the City appropriate satisfactions, waivers, or evidence of payment of any lien or encumbrance.

Article XIV
Return of Property on Expiration of Agreement

Section 14.01. Licensees' Duty to Return. On the expiration of the Agreement, or on any earlier termination of this Agreement, Licensees must return any item or all of the Property to the City in good repair, condition, and working order, less normal wear, tear, and depreciation. All Property required to be surrendered must be returned in the manner specified by the City at the time of expiration or termination.

Section 14.02. Failure to Return Property. If Licensees fail or refuse to return the Property to the City at the expiration of the Agreement term or at some earlier termination of this Agreement, the City has the right to take possession of the Property without legal process, free of all rights of Licensees in and to the Property. By this provision, Licensees expressly authorize the City or the City's agent to enter any premises owned or controlled by Licensees, or Licensees' agents and assigns, where the Property is located for the purpose of repossessing and removing the Property. Licensees specifically waive any right of action Licensees might otherwise have arising out of the entry and repossession, and releases the City from any claim for trespass or damage caused by reason of the entry, repossession, or removal.

Article XV
General Provisions

Section 15.01. No Waiver. No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right.

Section 15.02. Notice. Any notice required or permitted to be given hereunder must be given in writing and delivered by telephonic facsimile, or mailed by pre-paid, certified or registered mail, to the party to whom such notice or communication is directed at the address of such party as follows:

City of Lubbock
Attn: Brenda Haney, Director of Solid Waste
P.O. Box 2000
Lubbock, TX 79457
Phone: (806) 775-2335

South Plains College
Attn: Dr. Robin Satterwhite, President
1401 S. College Ave.
Levelland, TX 79336

Career Education Inc., d/b/a A TDS
Attn: Robert Hunt, ATOS School Director
124 Truckers Ln
Elm Mott, TX 76640

Any such notice or other communication shall be deemed to have been given, whether actually received or not, on the date it is personally delivered or delivered by telephonic facsimile, or if mailed, on third day after it is mailed. Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 15.02.

Section 15.03. No Assignment. This Agreement is personal to Licensees and may not be assigned or sublet without the express written consent of the City. Any attempt to assign or sublet this Agreement, without such consent shall terminate the Agreement granted herein.

Section 15.04. City. Unless otherwise provided herein or required by law and or local ordinance, charter or code, any action required or permitted to be taken herein by "the City", shall be taken by the City Manager of the City of Lubbock or any party designated by him or her.

Section 15.05. Relationship of Parties. The relationship between the City and Licensees is at all times solely that of Licensor and Licensee, and may not be deemed in any event, a partnership or a joint venture.

Section 15.06. Compliance with Applicable Law. Licensees shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner or form, the construction activities contemplated herein and/or any other aspect of the activities described in or contemplated by this Agreement.

Section 15.07. Time. Time is of the essence of this Agreement.

Section 15.08. Texas Law/Venue. This Agreement is to be construed under Texas law and applicable federal law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ANY ACTIVITY CONTEMPLATED HEREBY, SHALL LIE EXCLUSIVELY IN THE COURTS OF LUBBOCK COUNTY, TEXAS.

Section 15.09. Partial Invalidity. Except as otherwise may be provided herein, if any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not effect any other provision of this Agreement, and this Agreement shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 15.10. Prior Agreements Superseded. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 15.11. Amendment. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 15.12. Captions. Captions are for convenience only and shall in no way effect the interpretation of this Agreement.

Section 15.13. Representations. Licensees represent and warrant to City (i) that they possess the legal authority to enter into this Agreement and have taken all actions necessary to legally bind Licensees as to all terms hereof; and (ii) that the party executing this Agreement on behalf of the Licensees all authority necessary to legally bind Licensees terms hereof.

Section 15.14. License Agreement. The intent of this Agreement is to grant a License to Licensees to utilize the Property solely during the times and for the purposes described herein. This Agreement shall not be construed in any way, manner or form as a lease of the Property, or as conveying to Licensees any interest in the Property.

AGREED TO AND ACCEPTED this _____ day of _____, 2024.

CITY OF LUBBOCK:

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E.,
Division Director of Public Works

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

SOUTH PLAINS COLLEGE:

Dr. Robin Satterwhite, President

CAREER EDUCATION INC.
D/B/A ATDS:

Robert Hunt, ATDS School Director

SCHEDULE A

Description of Property

	Vehicle Make	Vehicle Model	Vehicle Identification No.
#1	2015 Freightliner	M2106	1FVHCYC1FHGS3686
#2	2019 Freightliner	M2106	3ALHCYFE2LDLX4928
#3			

Stipulated Loss Value

The amounts specified in this paragraph of the Schedule must be paid, pursuant to Article VIII of the Agreement, for each item lost, stolen, destroyed, or damaged beyond repair during each year of the term.

Vehicle #1

	Stipulated Loss Value
First Year	$125,000
Second Year	
Third Year	
Fourth Year	
Each Subsequent Year	

Vehicle #2

	Stipulated Loss Value
First Year	$250,000
Second Year	
Third Year	
Fourth Year	
Each Subsequent Year	

Vehicle #3

	Stipulated Loss Value
First Year	
Second Year	
Third Year	
Fourth Year	
Each Subsequent Year	

AI# 13094
Regular City Council Meeting 5. 12.
12/10/2024:

Information

Agenda Item

Resolution - Solid Waste Services: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 18166, with MJE LLC, for improvements to the entrance to Cell 6 at the West Texas Regional Disposal Facility.

Item Summary

The West Texas Regional Disposal Facility is currently under construction for Cell 6 by MJE LLC. This project includes the construction of the new cell, demolition and reconstruction of both asphalt and concrete roadways, and related drainage work, among other items.

The City's consultant, Parkhill, had prepared design drawings and specifications for improvements to the current entrance road under a separate project. This work includes the widening of the current entrance, paving of a new entrance road, and drainage improvements to the entrance. Parkhill requested an estimate from MJE LLC for the improvements to the current entrance road. The provided estimate is below the Engineer's Opinion of Probable Cost and is a natural extension of the current scope of work.

Completing this project now will improve access to the site, improve drainage, improve existing roadways, and accomplish these improvements without the additional cost of bidding, awarding and managing another project.

Fiscal Impact

The estimated cost of the Change Order is $840,030, and is funded in Capital Improvement Project 92797, West Texas Regional Disposal Facility Cell Construction. This change order increases the cost of the project by 14.6%, but is below the City's budgeted amount for this project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wood Franklin, Division Director of Public Works

Attachments

Resolution
Change Order No. 2
CIP Budget Detail
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 02 to Public Works Contract No. 18166, as per ITB 24-18166-TF, for the construction of the West Texas Region Disposal Facility Cell 6, by and between the City of Lubbock and MJE, LLC of Montezuma, KS, and all related documents. Said Change Order will increase the contract value $840,030.00 or 14.6% of the original contract value. In total, this Change Order combine with Change Order No. 01 will increase the total contract value $846,186.00 or 14.7% of the original contract value. Said Change 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.Change Order 2-Contract 18166-West Texas Region Disposal Facility
12.2.24

Office of Purchasing and Contract Management
Change Order

Contract No: 18166	Contractor: MJE, LLC
Change Order No: 02	Contract Title: West Texas Region Disposal Facility Cell 6 Construction
Bid/RFP No: ITB 24-18166-TF	Project No: 92797.30000

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

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

New entrance roadway construction for the WTRDF Cell 6 project.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$5,752,303.75
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000	$840,030.00
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	14.6%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$6,156.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$846,186.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	14.7%
G.	NEW CONTRACT AMOUNT (A+E):	$6,598,489.75

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

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

Jill M. Wahl (1) Contractor	11/26/2024 Date	(2) Project Architect/Engineer	11/26/2024 Date
(3) Owner's Representative	11-26-24 Date	(4) Director of Purchasing & Contract Management	11/26/2024 Date
Cheryl Brock (5) Capital Project Manager	12-2-24 Date	(6) City Attorney	12/2/24 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 #: _____

City of Lubbock

City of Lubbock
West Texas Region Disposal Facility
Entrance Road Reconstruction
BID TAB
9/12/2024

Parkhill

ITEM NO.	SPEC ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	TxDOT 500	MOBILIZATION	LS	1	57,000.00	57,000.00
2	TxDOT 100	PREPARING ROW	STA	4	1,250.00	5,000.00
3	TxDOT 104	REMOVING CONC (CURB AND GUTTER)	LF	153	15.00	2,295.00
4	TxDOT 104	REMOVING CONC (PAV)	SY	1,076	25.00	26,900.00
5	TxDOT 105	REMOVE STAB BASE AND ASPH PAV	SY	49	75.00	3,675.00
6	TxDOT 110	EXCAVATION (ROADWAY)	CY	657	20.00	13,140.00
7	TxDOT 132	EMBANKMENT (DENSITY CONTROL)	CY	300	20.00	6,000.00
8	TxDOT 360	CONCRETE PAVEMENT (CRCP) (8")	SY	1,788	200.00	357,600.00
9	TxDOT 432	RIPRAP (CONC) (MOW STRIP)	CY	4	400.00	1,600.00
10	TxDOT 432	RIPRAP (CONC) (FLUME)	CY	153	475.00	72,675.00
11	TxDOT 480	CLEAN EXIST CULVERT	EA	1	3,000.00	3,000.00
12	TxDOT 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	2,000.00	6,000.00
13	TxDOT 6185	TMA (STATIONARY)	DAY	90	400.00	36,000.00
14	TxDOT 506	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	1,221	12.00	14,652.00
15	TxDOT 506	BIODEG EROSN CONT LOGS (REMOVE)	LF	1,221	4.00	4,884.00
16	TxDOT 508	CONSTRUCT TEMPORARY PAVEMENT	SY	427	100.00	42,700.00
17	TxDOT 529	CONC CURB AND GUTTER (MOUNTABLE)	LF	116	75.00	8,700.00
18	TxDOT 536	CONC MEDIAN	SY	30	110.00	3,300.00
19	TxDOT 550	CHAIN LINK FENCE (REMOVE) (6')	LF	80	18.00	1,440.00
20	TxDOT 550	CHAIN LINK FENCE (INSTALL) (6')	LF	27	300.00	8,100.00
21	TxDOT 550	REMOVE GATE ASSEMBLY	EA	1	900.00	900.00
22	32 31 13.53	INSTALL GATE ASSEMBLY	EA	1	115,000.00	115,000.00
23	TxDOT 5084	REMOVE BOLLARD	EA	2	115.00	230.00
24	TxDOT 5084	INSTALL BOLLARD	EA	6	1,500.00	9,000.00
25	TxDOT 618	CONDT (PVC) (SCH 40) (3/4")	LF	50	100.00	5,000.00
26	TxDOT 620	ELEC CONDR (NO. 10) BARE	LF	50	32.00	1,600.00
27	TxDOT 620	ELEC CONDR (NO. 10) INSULATED	LF	100	32.00	3,200.00
28	TxDOT 644	REMOVE SMALL SIGN ASSEMBLY	EA	5	60.00	300.00
29	TxDOT 644	SMALL SIGN ASSEMBLY	EA	1	2,000.00	2,000.00
30	TxDOT 658	INSTL DEL ASSM (D-SY) SZ 1 (WFLX) (SRF)	EA	34	75.00	2,550.00
31	TxDOT 662	WK ZN PAV MRK (Y) 6" (SLD)	LF	1,665	7.00	11,655.00
32	TxDOT 662	WK ZN PAV MRK (W) 24" (SLD)	LF	76	19.00	1,444.00
33	TxDOT 666	REFL PAV MRK TY II (Y) 6" (SLD)	LF	678	10.00	6,780.00
34	TxDOT 666	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	25.00	700.00
35	TxDOT 666	REFL PAV MRK TY II (Y) (MEDIAN)	SY	36	25.00	900.00
36	TxDOT 678	PAVT SURF PREP FOR MRK (6")	LF	678	5.00	3,390.00
37	TxDOT 678	PAVT SURF PREP FOR MRK (24")	LF	28	9.00	252.00
38	TxDOT 678	PAVT SURF PREP FOR MRK (MEDIAN)	SY	36	13.00	468.00
					TOTAL CONSTRUCTION COST:	840,030.00

Item No 1 MOBILIZATION includes Bond ($6000) and Testing Budget ($15,000) that can be reimbursed based on invoice directly.

Jill M. Wahl

QUOTE FOR CONSTRUCTION

MJE, LLC

26503 Eleven Road
Montezuma, Kansas 67867
Contact: **Jill Wahl**
Phone: **620-846-2634**
Email: **jwahl@mjellc.net**

Quote To: City of Lubbock, TX
Purchasing And Contract Management
West Texas Regional Disposal Facility
Phone: 806-775-2572
Email:

Job Name: WTRDF Entrance Road Reconstruction
Date of Quote: 11/20/2024
Date of Plans: 9/12/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	36,000.00	36,000.00
1A	BOND	1.00	LS	6,000.00	6,000.00
	Amount for a Bond was included in the mobilization item on the bid tab. MJE will provide bond invoices directly to the owner for reimbursement of this item.				
1B	TESTING BUDGET	1.00	LS	15,000.00	15,000.00
	Amount for a Testing was included in the mobilization item on the bid tab. MJE has budgeted the testing for compaction, concrete, and smoothness. MJE will provide all testing invoices directly to the owner for reimbursement of this item.				
2	PREPARING ROW	4.00	STA	1,250.00	5,000.00
3	REMOVING CONC (CURB AND GUTTER)	153.00	LF	15.00	2,295.00
	Removals to be disposed or stockpiled at the adjacent landfill.				
4	REMOVING CONC (PAV)	1,076.00	SY	25.00	26,900.00
	Removals to be disposed or stockpiled at the adjacent landfill.				
5	REMOVE STAB BASE AND ASPH PAV	49.00	SY	75.00	3,675.00
	Due to the size of the bid item, asphalt shall be broken up but will not be milled. Removals to be disposed or stockpiled at the adjacent landfill.				
6	EXCAVATION (ROADWAY)	657.00	CY	20.00	13,140.00
7	EMBANKMENT (DENSITY CONTROL)	300.00	CY	20.00	6,000.00
8	CONCRETE PAVEMENT (CRCP) (8")	1,788.00	SY	200.00	357,600.00
9	RIPRAP (CONC) (MOW STRIP)	4.00	CY	400.00	1,600.00
10	RIPRAP (CONC) (FLUME)	153.00	CY	475.00	72,675.00
11	CLEAN EXIST CULVERT	1.00	EA	3,000.00	3,000.00
12	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3.00	MO	2,000.00	6,000.00
13	TMA (STATIONARY)	90.00	DAY	400.00	36,000.00
14	BIODEG EROSN CONT LOGS (INSTL) (8")	1,221.00	LF	12.00	14,652.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15	BIODEG EROSN CONT LOGS (REMOVE)	1,221.00	LF	4.00	4,884.00
	Removals to be disposed or stockpiled at the adjacent landfill.				
16	CONSTRUCT TEMPORARY PAVEMENT	427.00	SY	100.00	42,700.00
17	CONC CURB AND GUTTER (MOUNTABLE)	116.00	LF	75.00	8,700.00
18	CONC MEDIAN	30.00	SY	110.00	3,300.00
19	CHAIN LINK FENCE (REMOVE) (6')	80.00	LF	18.00	1,440.00
20	CHAIN LINK FENCE (INSTALL) (6')	27.00	LF	300.00	8,100.00
21	REMOVE GATE ASSEMBLY	1.00	EA	900.00	900.00
	Removals to be disposed or stockpiled at the adjacent landfill.				
22	INSTALL GATE ASSEMBLY	1.00	EA	115,000.00	115,000.00
23	REMOVE BOLLARD	2.00	EA	115.00	230.00
	Removals to be disposed or stockpiled at the adjacent landfill.				
24	INSTALL BOLLARD	6.00	EA	1,500.00	9,000.00
25	CONDT (PVC) (SCH 40) (3/4")	50.00	LF	100.00	5,000.00
26	ELEC CONDR (NO. 10) BARE	50.00	LF	32.00	1,600.00
27	ELEC CONDR (NO. 10) INSULATED	100.00	LF	32.00	3,200.00
28	REMOVE SMALL SIGN ASSEMBLY	5.00	EA	60.00	300.00
	Removals to be disposed or stockpiled at the adjacent landfill.				
29	SMALL SIGN ASSEMBLY	1.00	EA	2,000.00	2,000.00
30	INSTL DEL ASSM (D-SY) SZ 1 (WFLX) (SRF)	34.00	EA	75.00	2,550.00
31	WK ZN PAV MRK (Y) 6" (SLD)	1,665.00	LF	7.00	11,655.00
32	WK ZN PAV MRK (W) 24" (SLD)	76.00	LF	19.00	1,444.00
33	REFL PAV MRK TY II (Y) 6" (SLD)	678.00	LF	10.00	6,780.00
34	REFL PAV MRK TY II (W) 24" (SLD)	28.00	LF	25.00	700.00
35	REFL PAV MRK TY II (Y) (MEDIAN)	36.00	SY	25.00	900.00
36	PAVT SURF PREP FOR MRK (6")	678.00	LF	5.00	3,390.00
37	PAVT SURF PREP FOR MRK (24")	28.00	LF	9.00	252.00
38	PAVT SURF PREP FOR MRK (MEDIAN)	36.00	SY	13.00	468.00
GRAND TOTAL					**$840,030.00**

NOTES:

- Quote is offered for acceptance within 14 calendar days of above date.

- Quantities are estimates only. The final bill will be based on actual quantities. Quote is for items listed on the attached bid sheet only.

- Quote does not include Texas sales tax if MJE receives a valid Texas Agricultural Sales and Use Tax Exemption Certification form ("Certification"). If MJE does not receive a completed Certification form from Owner, Texas sales and/or use tax will apply to applicable transactions. This contract is intended to be a separated contract for Texas sales and use tax purposes.

- Owner to supply all well water for this project for the purposes of construction and dust control. Waste water shall not be used in MJE water trucks.

- Mobilization Item includes a Bond cost that is shown separately on this quote sheet. This cost can be directly reimbursed to MJE based on invoices.

- Mobilization ITEM includes a Testing budget that is shown separately on this quote sheet. These costs can be directly reimbursed to MJE based on invoices.

- Rock excavation or ground water, if encountered, will be subject to additional charges.

- Quote includes standard insurance coverages and a certificate of insurance can be provided prior to beginning construction. Quote does not include business interruption insurance, builder's risk insurance, professional liability insurance, or completed operations insurance.

- Force Majeure: Neither party to this Agreement will be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, pandemic, epidemic, acts in compliance with any law, regulation or order (whether valid or invalid) of the U.S.A. or any state thereof or any other domestic or foreign government body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby will not be considered a breach of this Agreement. Issues related to force majeure that affect delivery of materials, supply chain disruptions, or rate of production shall be allowed to be coordinated during the construction process.

This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC. If the quote and qualifications are the only written documents evidencing the agreement between the Owner and MJE, LLC such documents constitute the contract between Owner and MJE, LLC.

Presented by:
MJE, LLC

Jill M. Wahl

Accepted by:

DATE: 25 November 2024

TO: Marta Alvarez, Director of Purchasing and Contract Management

FROM: Brenda Haney, Director of Solid Waste

CC: Wood Franklin, Division Director of Public Works

SUBJECT: Change Order Recommendation
ITB 24-18166-TF, WTRDF Cell 6 Construction

BACKGROUND/DISCUSSION:

The West Texas Regional Disposal Facility is currently under construction for Cell 6 by MJE LLC. This project includes the construction of the new cell, demolition and reconstruction of both asphalt and concrete roadways, and related drainage work among other items. The City's consultant, Parkhill, had prepared design drawings and specifications for improvements to the current entrance road under a separate project. This work includes the widening of the current entrance, paving of new entrance road, and drainage improvements to the entrance. Parkhill requested an estimate from MJE LLC for the improvements to the entrance road. The provided estimate is below the Engineer's Opinion of Probable Cost and is a natural extension of the current scope of work. BY completing this project now, we can improve access to the site, improve drainage, improve existing roadways and this can be done without the additional cost of bidding, awarding and managing another project.

SUMMARY/RECOMMENDATION:

Staff recommends approval of this Change Order to MJE LLC in the amount of $840,030.00 and an extension to the contract of 90 days.

FISCAL IMPACT:

Funding for this work is included in CIP Project 92797. This change order increases the project by 14.6% but is below the City's budgeted amount.

Cell 6 Improvement Project

Justification for new entrance roadway construction.

The entrance road for the West Texas Region Disposal Facility has been redesigned to enhance the Cell 6 project and improve truck access into the facility. Generally, the entrance will be widened and drainage improved to alleviate access issues with longer vehicles and those caused by entrance flooding as noted in recent rainfall events. Following are justifications for the entrance improvement project:

1. Current difficult access for larger, long-haul trucks.
    a. Currently, Lubbock has almost 50 long haul vehicles per week enter the site. Because of the roadway geometry, it is difficult for them to easily and safely enter the scale area. To do this, drivers have to slow down to less than one (1) mile per hour to negotiate the tight entrance. These slowdowns create vehicle backups at the entrance making it more difficult to reach the new disposal area Cell 6. Additionally, the narrow entrance width and non-traversable median require a high degree of driver precision, resulting in very slow entry and exit speeds. Furthermore, it has been observed that many drivers (mostly private disposal/collection trucks), as they approach the entrance from the south, gradually cross the center stripe and move into the opposite lane of oncoming traffic in order to have a wider turn angle into the entrance. This is an unsafe move by these drivers which could cause a safety issue with oncoming traffic.
    b. The existing entrance width is 42' with a non-traversable median that is 12' wide, leaving only 15' for both the entry and exit widths.
    c. The proposed improved entrance is increased by 20' to 62' total width with a fully traversable median that is 5' wide, leaving 28.5' for both the entry and exit widths. The combination of increasing the entry and exit widths and changing the median to a traversable one allows large, long-haul trucks to execute the entry and exit turning movements more freely. This improvement results in less conflicts with traffic along FM 2528. Additionally, the increased movement speed will result in less delays and shorter queues for vehicles entering and exiting the landfill, especially if the volume of large, long-haul trucks were to increase.
2. Improved drainage.
    a. Currently, there is an area on the east side of the entrance road on landfill property that does not drain properly and causes entrance issues with trucks entering the scales following rain events because the entrance is flooded and at times impassable. This year alone, three different times in the month of November (11/2 – 2.38", 11/8 – 1.85", and 11/18 – 2.04") created ponded water that at times made the entrance impassable. Ponded water continues to remain on the pavement surface as of November 25. Ponded water will lead to premature degradation of the pavement. The solution is to replace the unpaved drainage way with a concrete

lined drainage path to remove water from the entrance quickly following a rain event.

3. Engineering Opinion of Probable cost for this was $915,774. Contractor, MJE,LLC has provided a Quote for Construction to do the work for $840,030. This price is in line and would be an excellent opportunity to add this to the Cell 6 improvement project and stay within the original project scope and budget. Additionally, issuing this as a change order would save Lubbock the time and cost to issue these plans for formal bidding process as a separate capital project.

End of Justification

City of Lubbock
West Texas Region Disposal Facility
Entrance Road Reconstruction
Opinion of Probable Cost
9/12/2024

Parkhill

ITEM NO.	SPEC ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	TxDOT 500	MOBILIZATION	LS	1	$75,000.00	$75,000.00
2	TxDOT 100	PREPARING ROW	STA	4	$5,000.00	$20,000.00
3	TxDOT 104	REMOVING CONC (CURB AND GUTTER)	LF	153	$20.00	$3,060.00
4	TxDOT 104	REMOVING CONC (PAV)	SY	1,076	$40.00	$43,040.00
5	TxDOT 105	REMOVE STAB BASE AND ASPH PAV	SY	49	$25.00	$1,225.00
6	TxDOT 110	EXCAVATION (ROADWAY)	CY	657	$20.00	$13,140.00
7	TxDOT 132	EMBANKMENT (DENSITY CONTROL)	CY	300	$25.00	$7,500.00
8	TxDOT 360	CONCRETE PAVEMENT (CRCP) (8")	SY	1,788	$200.00	$357,600.00
9	TxDOT 432	RIPRAP (CONC) (MOW STRIP)	CY	4	$750.00	$3,000.00
10	TxDOT 432	RIPRAP (CONC) (FLUME)	CY	153	$750.00	$114,750.00
11	TxDOT 480	CLEAN EXIST CULVERT	EA	1	$3,000.00	$3,000.00
12	TxDOT 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	$10,000.00	$30,000.00
13	TxDOT 6185	TMA (STATIONARY)	DAY	90	$500.00	$45,000.00
14	TxDOT 506	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	1,221	$10.00	$12,210.00
15	TxDOT 506	BIODEG EROSN CONT LOGS (REMOVE)	LF	1,221	$5.00	$6,105.00
16	TxDOT 508	CONSTRUCT TEMPORARY PAVEMENT	SY	427	$100.00	$42,700.00
17	TxDOT 529	CONC CURB AND GUTTER (MOUNTABLE)	LF	116	$40.00	$4,640.00
18	TxDOT 536	CONC MEDIAN	SY	30	$250.00	$7,500.00
19	TxDOT 550	CHAIN LINK FENCE (REMOVE) (6')	LF	80	$15.00	$1,200.00
20	TxDOT 550	CHAIN LINK FENCE (INSTALL) (6')	LF	27	$75.00	$2,025.00
21	TxDOT 550	REMOVE GATE ASSEMBLY	EA	1	$20,000.00	$20,000.00
22	32 31 13.53	INSTALL GATE ASSEMBLY	EA	1	$80,000.00	$80,000.00
23	TxDOT 5084	REMOVE BOLLARD	EA	2	$500.00	$1,000.00
24	TxDOT 5084	INSTALL BOLLARD	EA	6	$1,000.00	$6,000.00
25	TxDOT 618	CONDT (PVC) (SCH 40) (3/4")	LF	50	$28.00	$1,400.00
26	TxDOT 620	ELEC CONDR (NO. 10) BARE	LF	50	$4.00	$200.00
27	TxDOT 620	ELEC CONDR (NO. 10) INSULATED	LF	100	$4.00	$400.00
28	TxDOT 644	REMOVE SMALL SIGN ASSEMBLY	EA	5	$500.00	$2,500.00
29	TxDOT 644	SMALL SIGN ASSEMBLY	EA	1	$1,000.00	$1,000.00
30	TxDOT 658	INSTL DEL ASSM (D-SY) SZ 1 (WFLX) (SRF)	EA	34	$100.00	$3,400.00
31	TxDOT 662	WK ZN PAV MRK (Y) 6" (SLD)	LF	1,665	$1.00	$1,665.00
32	TxDOT 662	WK ZN PAV MRK (W) 24" (SLD)	LF	76	$20.00	$1,520.00
33	TxDOT 666	REFL PAV MRK TY II (Y) 6" (SLD)	LF	678	$2.00	$1,356.00
34	TxDOT 666	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	$20.00	$560.00
35	TxDOT 666	REFL PAV MRK TY II (Y) (MEDIAN)	SY	36	$30.00	$1,080.00
36	TxDOT 678	PAVT SURF PREP FOR MRK (6")	LF	678	$1.00	$678.00
37	TxDOT 678	PAVT SURF PREP FOR MRK (24")	LF	28	$5.00	$140.00
38	TxDOT 678	PAVT SURF PREP FOR MRK (MEDIAN)	SY	36	$5.00	$180.00
					TOTAL CONSTRUCTION COST:	$915,774.00

This OPC was prepared by Garrett R. Jenkins, P.E. #151750, Firm No. 560, and shall not be used for construction, permitting, or other construction purposes.

Office of Purchasing and Contract Management
Change Order

Contract No: 18166	Contractor: MJE, LLC
Change Order No: 01	Contract Title: West Texas Region Disposal Facility Cell 6 Construction
Bid/RFP No: ITB 24-18166-TF	Project No: 92797.30000

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

Provide two access ramps to the west berm per CCR-01.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$5,752,303.75
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000	$6,156.00
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	0.10% 0.107%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$6,156.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	0.10% 0.107%
G.	NEW CONTRACT AMOUNT (A+E):	$5,758,459.75

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

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

(1) Contractor — Date: 10/30/24

(2) Project Architect/Engineer — Date: 10/30/2024

(3) Owner's Representative — Date: 11/1/24

(4) Director of Purchasing & Contract Management — Date: 11/04/2024

(5) Capital Project Manager — Date: 11/4/24

(6) City Attorney — Date: 11/5/24

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 #: _____

Parkhill

CONSTRUCTION CHANGE REQUEST #001

PROJECT: WTRDF Cell 6 Construction 17304 North FM 2528 Abernathy, TX 79311	DATE: 10/7/2024 CONTRACT DATE: 8/27/2024 ENGINEER'S PROJECT NUMBER: 41222 23	☒Owner ☒Engineer ☒Contractor
TO CONTRACTOR: MJE, LLC 26503 11 RD Montezuma, Kansas, 67867	OWNER'S PROJECT NUMBER: 2024-R0348	☐Other

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.

Description:

Sheet C-402 has been updated to provide 2 access ramps to the west berm. The access ramps will provide access to the maintenance building and onsite fueling station. The updated west berm plan will add 2,365 CY of fill and 800 CY of cut.

Submitted By: Tyler S. Krueger Attachments: C-402 – Berm Segment Construction Plan

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0

☑Add to / ☐ Credit Contract Sum $ 6,156.00

☐Credit / ☐Deduct Contingency $ _____
☐ *Owner* ☐ *CMAR*

☐ Credit / ☐Deduct Allowance $ _____ _____
(Name of Allowance)

TOTAL CCR $ 6,156.00

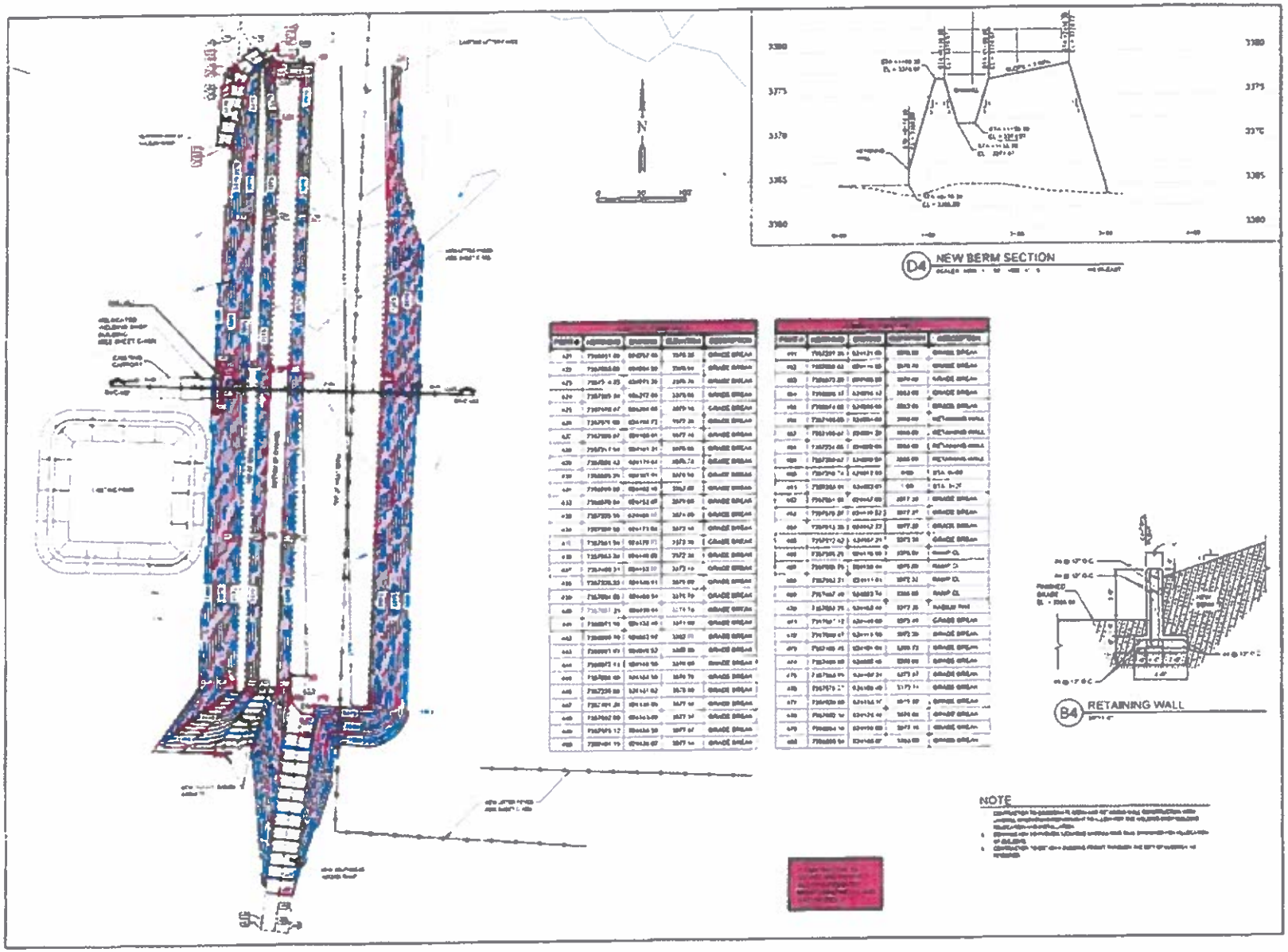
Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on EJCDC Form will be executed and distributed.

Approved Additional Time: _____

By: _____ Date: _____
(Signature)



D4 NEW BERM SECTION

B4 RETAINING WALL

NOTE

Parkhill

West Texas Region
Disposal Facility
TCEQ MSW Permit No. 2252
Cell 6 Construction

City Of Lubbock, Texas
West Texas Region Disposal Facility
17304 North FM 2529
Abernathy, Texas 79311

Berm Segment
Construction Plan

C-402

QUOTE FOR CONSTRUCTION

MJE, LLC

26503 Eleven Road

Montezuma, Kansas 67867

Contact: **Jill Wahl**

Phone: **620-846-2634**

Email: **jwahl@mjellc.net**

Quote To: City of Lubbock
County of Lubbock, State of Texas
West Texas Region Disposal Facility

Job Name: ITB 24-18166-TF
Contract 18166 WTRD Facility Cell 6

Date of Quote: 10/14/2014

Date of Plans: 10/4/2014

Price includes earthwork only.
Road Base has not been included in pricing.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1-2	EXCAVATION	2,365.00	CY	2.40	5,676.00
1-3	EMBANKMENT FILL	800.00	CY	0.60	480.00
GRAND TOTAL					**$6,156.00**

NOTES:

This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC

Jill M. Wahl

Presented by:
MJE, LLC

City of Lubbock, TX
Capital Project
Project Cost Detail
December 10, 2024

Capital Project Number:	92797
Capital Project Name:	WTRDF Cell Construction

	Budget
Encumbered/Expended	
Parkhill	$ 238,500
MJE, LLC Contract #18166	5,752,304
Agenda Items December 10, 2024	
MJE, LLC Change Order	**840,030**
Encumbered/Expended to Date	6,830,834
Estimated Costs for Remaining Appropriation	
Construction	169,166
Remaining Appropriation	169,166
Total Appropriation	$ 7,000,000

238500

CIP 92797 WTRDF Cell Construction

Infrastructure Improvements

Project Manager: Brenda Haney - Solid Waste Disposal

Project Scope

Design, construct, oversee construction and TCEQ submittals.

Project Justification

The existing constructed capacity for below grade volume at the West Texas Regional Disposal Facility has less than 2 years remaining capacity.

Project Highlights

Council Priorities Addressed: Growth and Development, Community Improvement

Project History

The last cell for disposal capacity was constructed in 2018. This cell will provide additional waste disposal capacity to serve the City and other customers for several more years.

- FY 2022-23 $290,900 was appropriated by Ord. 2022-O0136
- FY 2023-24 $7,000,000 was appropriated by Ord. 2023-O0108
- FY 2024-25 $290,900 was reduced by Ord. 2024-O0128

Project Dates

Design Completion: May 2024
Bid Date for Construction: June 2024
Award date for Construction: July 2024
Begin Construction : July/August 2024
Construction Completion: April 2025

Project Location

West Texas Regional Disposal Facility

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Design	$0	$0	$0	$0	$0	$0	$0
Construction	$7,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$7,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund CO Bonds	$7,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$7,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Information

Agenda Item

Resolution - Building Safety: Consider a resolution authorizing the Mayor to execute an Interlocal Cooperative Agreement with Texas Tech University to provide construction plan review, permitting, and inspection services for a facility to be located on Texas Tech University property.

Item Summary

Texas Tech University (TTU) owns the property located at 4402 4th St., Lubbock, Texas, and has leased the property to 14 Texas Real Estate, LLC, a Texas limited liability company. 14 Texas Real Estate has subleased approximately 2 acres of the property to Toot 'N Totum Food Stores (TNT), LLC. 14 Texas Real Estate plans to construct a building, and install paving, signage, landscaping, and other improvements, for the normal and customary operation of a fuel station and convenience store.

Southwest G.C., Inc., a Texas corporation, has requested the City to conduct certain building and fire code inspection services, to facilitate the construction of the project, and TTU desires to grant permission for the City to enter the property located at 4402 4th Street, Lubbock, Texas, for the purpose of conducting said inspection services.

Fiscal Impact

Standard City of Lubbock fees for services rendered will apply to this project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services

Attachments

Resolution - TTU Interlocal Agreement
TTU Interlocal 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 accept for and on behalf of the City of Lubbock, an Interlocal Agreement by and between the City of Lubbock and the Texas Tech University for Building and Fire Safety Inspection Services, 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 this _____ day of _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ FOR GR
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Interlocal Agreement-TTU Building and Fire Safey.res

STATE OF TEXAS §
INTERLOCAL COOPERATION AGREEMENT
COUNTY OF LUBBOCK §

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Government Code) by and between the City of LUBBOCK, TEXAS, hereinafter referred to as "CITY" and TEXAS TECH UNIVERSITY, hereinafter referred to as "TTU."

WHEREAS, TTU is a component of Texas Tech University System, an institution of higher education of the State of Texas operating under the general laws of the State of Texas; and CITY is a home rule municipal corporation operating under the charter of the municipality; and

WHEREAS, TTU owns the property located 4402 4th Street, Lubbock, Texas ("Property"); and

WHEREAS, TTU has leased the Property to 14 Texas Real Estate, LLC, a Texas limited liability company ("14 Texas Real Estate"). 14 Texas Real Estate has subleased approximately two (2) acres of the Property to Toot 'N Totum Food Stores, LLC, a Texas limited liability company ("TNT"); and

WHEREAS, 14 Texas Real Estate plans to construct a building, install paving, signage, landscaping, and other improvements (collectively, "Improvements") for the normal and customary operation of a fuel station and convenience store; and

WHEREAS, TTU will not in the short term own the above-described Improvements, but may obtain ownership at some future date upon the termination of the ground lease for the Property located at 4402 4th Street, Lubbock, Texas; and

WHEREAS, Southwest G.C., Inc., as a Texas corporation, has requested the CITY to conduct certain building inspection services to facilitate the construction of the project, and TTU desires to grant permission for the CITY to enter the Property located at the 4402 4th Street, Lubbock, Texas, for the purpose of conducting said building inspection services; and

WHEREAS, CITY finds that it is in the public's health, safety and welfare and a public benefit to the citizens of Lubbock to provide building inspection services to facilitate the construction of the Property:

NOW THEREFORE, the following agreement is entered by and between CITY and TTU:

1. TERM. The term of this Agreement shall be for a period commencing on the

date of execution of the Agreement and ending upon the City issuing a certificate of occupancy for any buildings associated with the Project. subject to earlier termination as provided in paragraph 6.

2. CITY agrees to the following:

   a. CITY shall conduct the following activities on the properties located at 4402 4th Street for the construction of the Project: Construction document plan review, permitting, and field inspection services pursuant to Chapter 6, Articles I- V, VII, and VIII of the City of Lubbock Code of Ordinances for all architectural, structural, plumbing, mechanical, electrical, elevators, fire suppression, and life safety building systems.

   b. All activities conducted by the CITY as contemplated by this Agreement shall be governed by the City of Lubbock Code of Ordinances. All construction standards shall meet or exceed the standards set forth within Chapter 28, Articles 28.01-28.06, and 28.09- 28.16 of the City of Lubbock Code of Ordinances for all architectural, structural, plumbing, mechanical electrical, elevators, fire suppression, and life safety building systems.

   c. CITY Fire Marshal shall conduct all plan reviews, tests, and inspect all Fire Alarms, Fire Sprinkler, Elevator Recall, HVAC Shutdown, Fire Alarm transmission to Monitoring Station, Fire Extinguisher Placement, Fire Doors, and Emergency Egress to ensure minimum code compliance has been met for each system in cooperation with the TTU Fire Marshal. In the case that the CITY Fire Marshal and the TTU Fire Marshal disagree as to compliance, the CITY Fire Marshal shall prevail.

   d. Upon determination that the Property, has met all applicable technical requirements, as determined by plan review and field inspections, a certificate of occupancy will be issued for each building by the CITY.

   e. CITY shall provide TTU with a copy of all plan reviews, permits, inspection reports, and certificate of occupancy.

   f. CITY shall charge fees associated with all plan reviews, permits, contractor registrations, inspections, and re-inspections per the City of Lubbock Code of Ordinances for any activities conducted pursuant to this Agreement to 14 Texas Real Estate. Procedural requirements for obtaining any plan review, permits, contractor registrations, inspections, re-inspections, and a certificate of occupancy shall apply in the same manner as if the project were within the jurisdiction of the CITY, except that compliance with locally adopted ordinances and codes will be compelled only through the decision to issue or withhold a final certificate of occupancy.

   g. City shall be responsible for code inspections for the duration of the lease

with 14 Texas Real Estate.

h. The CITY Fire Marshal shall be responsible for code inspections through certificate of occupancy and the TTU Fire Marshal shall be responsible for code inspections for the duration of the lease with 14 Texas Real Estate.

3. TTU agrees to the following:

a. TTU shall grant permission to the CITY to enter the Property located at 4402 4th Street, Lubbock, Texas, for the purposes of conducting all activities contemplated by this Agreement. TTU does hereby acknowledge that the CITY has the authority, jurisdiction, and right to enter the properties located at the Property, for the purposes of conducting all activities contemplated by this Agreement.

b. TTU shall ensure that the Storm Water Pollution Prevention Plan (SWPPP) is prepared and implemented, and that all Notices of Intent (NOI) are filed and permits obtained and posted on site. TTU shall provide oversight and compliance of the TCEQ Construction General Permit for Storm Water.

c. CITY Fire Marshal may cooperate with the TTU Fire Marshal in the review and inspection of plan reviews, tests, and Fire Alarms, Fire Sprinkler, Elevator Recall, HVAC Shutdown, Fire Alarm transmission to Monitoring Station, Fire Extinguisher Placement, Fire Doors, and Emergency Egress to ensure minimum Code compliance has been met for each system. In the case that the CITY Fire Marshal and the TTU Fire Marshal disagree as to compliance, the CITY Fire Marshal shall prevail. Upon determination that the Property, has met all applicable technical requirements, as determined by plan review and field inspections, a Final Inspection report will be issued to 14 Texas Real Estate before a certificate of occupancy shall be issued by the CITY.

d. TTU shall charge 14 Texas Real Estate, or the contractor(s) fees associated with all plan reviews, inspections, and re-inspections for the above life safety component activities conducted pursuant to this Agreement.

e. TTU understands and agrees that the CITY has the authority to charge 14 Texas Real Estate, or the contractor(s) fees associated with the activities contemplated by this Agreement in accordance with the City of Lubbock Code of Ordinances.

4. HOLD HARMLESS. To the extent authorized by law, the CITY and TTU shall each hold the other harmless from any claim for damages of any nature

whatsoever arising from the acts of its own officials and employees in connection with this Agreement.

5. RESPONSIBILITY. Each party to this agreement will be responsible for its own actions in providing services under this Agreement.

6. TERMINATION. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the effective date written below, each respective party acting by and through its governing body or its designee in the manner required by law on the date herein below specified.

EXECUTED on this the_____day of, _____2024

CITY OF LUBBOCK, TEXAS

BY _____

MARK W. MCBRAYER, MAYOR

TEXAS TECH UNIVERSITY

BY Lawrence Schovanec
Lawrence Schovanec (Oct 24, 2024 21:05 CDT)

LAWRENCE SCHOVANEC
PRESIDENT

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

AI# 13040
Regular City Council Meeting
12/10/2024:

5. 14.

Information

Agenda Item

Resolution - Planning: Consider a resolution dissolving the Comprehensive Plan Oversight Committee and transferring the duties to the Planning and Zoning Commission.

Item Summary

Plan Lubbock 2040 is the Comprehensive Plan and Future Land Use Plan adopted in December 2018, to guide the growth, development, and redevelopment of Lubbock. Implementation is well underway through the efforts of City staff.

While drafting the Plan, a theme heard throughout the process was the essential necessity of implementation and adherence to the recommendations of the Plan. Accordingly, the City Council created the Comprehensive Plan Oversight Committee (CPOC) in February 2019, to meet on a limited basis, to receive reports from staff and involved consultants as to progress, barriers, and upcoming items, per the Plan recommendations. The CPOC additionally reported on an annual basis to the City Council regarding the progress made and upcoming items regarding Plan implementation.

The CPOC convened on a quarterly basis from 2019 – 2022. After the December 5, 2022 meeting, the CPOC did not meet again until October 9, 2023, due to staff's continued work on the Unified Development Code (UDC). No new information was available to provide the CPOC until the UDC was adopted and went into effect October 1, 2023. The CPOC has not convened since that date, because the Comprehensive Plan directed the Planning and Zoning Commission to complete the 5-Year Review, which was completed on August 1, 2024.

Therefore, since implementation of *Plan Lubbock 2040* has been ongoing for 6 years, staff is recommending the members of CPOC be relieved, and their duties be passed on to the Planning and Zoning Commission.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - Dissolution of CPOC

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City Council") adopted a revised Comprehensive Plan (the "Plan") for the City of Lubbock (the "City") on December 17, 2018 through Ordinance No. 2018-O0141 in order to promote the public health, safety, and welfare of the citizens of Lubbock, Texas and to promote sound, long-range planning and development; and

WHEREAS, on February 25, 2019 the City Council created a committee, the Comprehensive Plan Oversight Committee (the "CPOC") through Resolution No. 2019-R0061, to work with city staff, consultants, and leaders to ensure effective, thorough, and timely administration of the adopted Plan; and

WHEREAS, the CPOC was tasked to meet with city staff and consultants to hear reports and updates regarding Plan implementation, and in turn report its findings to the City Council; and

WHEREAS, the City Council finds that the CPOC has fulfilled its obligation to the City as the members worked diligently, providing the City with instrumental oversite of the Plan administration during the first five years of the Plan; and

WHEREAS, the Planning and Zoning Commission (the "PZC") for the City was tasked in the Plan to complete a five-year review of the Plan implementation, which was completed at the regular meeting of the PZC on August 1, 2024; and

WHEREAS, in order to consolidate the Plan review responsibility, the City shall dissolve the CPOC and the PZC will continue with the oversight of the administration of the Plan **NOW, THEREFORE:**

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

THAT the CPOC is hereby dissolved; and

THAT the City Manager, or designee, is hereby directed to utilize the City's existing Planning and Zoning Commission for the ongoing oversight of the administration of the Plan; and

THAT the City Manager shall direct staff to review the Plan progress no less than once per year and report to the PZC a progress update of the projects required to be implemented in the Plan and the status of those Plan projects; and

THAT no less than once per year, the PZC shall make a written report to the City Council of its findings regarding the status of the Plan implementation or any other relevant matters regarding the Plan.

Passed by the City Council on _____.

_____
MARK MCBRAYER, 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.CPOC dissolution
11.18.24

AI# 13057
Regular City Council Meeting 5. 15.
12/10/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution accepting the recommended Community Health Improvement Plan and the associated findings of the Community Health Needs Assessment.

Item Summary

In September 2023, the City of Lubbock entered into an agreement with Initium Health of Denver, Colorado, to conduct a Community Health Assessment (CHA) and to develop a Community Health Improvement Plan (CHIP) on behalf of Lubbock Public Health Services. The assessment explored the overall health of Lubbock County and the surrounding area by identifying strengths, weaknesses, and barriers for all residents. From the data collected through the assessment, a CHIP was developed that includes 5 priority areas:

1) Access to Health Care
2) Mental Health, Substance Use, and Homelessness
3) Chronic Conditions
4) Sexually Transmitted Infections (STI's) and Teen Pregnancy
5) Coordination of Information, Services, and Resources

The CHA and CHIP were presented to the Board of Health on October 18, 2024, and the Board unanimously approved the recommendations. The Board of Health requests that the City Council accept the CHIP recommendations and the associated findings of the CHA.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health Services

Attachments

Resolution
BOH Recommendation

RESOLUTION

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

THAT the City Council hereby adopts the Resolution of the Board of Health of the City of Lubbock and accepts the recommended Community Health Improvement Plan and the associated findings of the Community Health Needs Assessment. Said Resolution of the Board of Health of the City of Lubbock was passed by the Board of Health on October 18, 2024, and 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Adoption-BOH Community Health Improvement Plan
11.15.24

RESOLUTION OF THE BOARD OF HEALTH OF THE CITY OF LUBBOCK

WHEREAS, the development of a Community Health Improvement Plan ("CHIP") was identified as a priority of the City Council of the City of Lubbock; and

WHEREAS, as part of developing a CHIP, Lubbock Public Health conducted a Community Health Needs Assessment to evaluate data and local health needs in an effort to identify critical health priorities and improve community well-being in Lubbock and the surrounding areas; and

WHEREAS, the resulting CHIP is based upon information gathered in the Community Health Needs Assessment, its key findings and extensive community stakeholder engagement surrounding those findings; and

WHEREAS, the CHIP supports and strategically guides Lubbock Public Health in addressing a spectrum of immediate and long-term needs within the community.

NOW THEREFORE, the Board of Health of the City of Lubbock has reviewed and hereby recommends the CHIP and the findings of the Community Health Needs Assessment which identify the top five critical health priorities as:

1. Access to Healthcare
2. Mental Health, Substance Use and Homelessness
3. Chronic Conditions
4. STI's and Teen Pregnancy
5. Coordination of Information, Services, and Resources

Passed by the Board of Health on this 18 day of October, 2024.

Adam Finger, Ph.D., Chair

Information

Agenda Item

Ordinance 1st Reading - Community Development: Consider an ordinance amending Article 2.03, Division 2, of the City of Lubbock Code of Ordinances, regarding the duties and responsibilities of the Community Development & Services Board.

Item Summary

This ordinance amending Article 2.03 of the City of Lubbock Code of Ordinances will amend the composition and the terms of the Community Development & Services Board (CDSB). If approved, this ordinance would amend the composition of the CDSB so that its members would also constitute and compose the membership of the Commission of the Urban Renewal Agency of Lubbock. Additionally, CDSB members would be appointed and hold office in accordance with the laws governing the Urban Renewal Agency of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary
Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Ordinance - CDSB Amendments

ORDINANCE NO._____

AN ORDINANCE AMENDING ARTICLE 2.03 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE COMPOSITION; APPOINTMENT, AND TERMS OF THE MEMBERS OF THE COMMUNITY DEVELOPMENT AND SERVICES BOARD; THE MEETINGS, QUORUM, AND VOTING OF SAID BOARD; CONFLICTS OF INTEREST AND REMOVAL FROM SAID BOARD; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to make the following amendments to Article 2.03 of the Code of Ordinances with regard to the composition; appointment, and terms of the members of the community development and services board; NOW THEREFORE:

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

SECTION 1. THAT Section 2.03.033 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.033 Composition; appointment and terms of members

The members of the Commission of the Urban Renewal Agency of Lubbock shall constitute and compose the membership of the Board. The Board members shall be appointed and hold office in accordance with the laws governing the Urban Renewal Agency of Lubbock.

SECTION 2. THAT Section 2.03.035 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.035 Board officers.

The officers of the Urban Renewal Agency of Lubbock shall be likewise designated and serve in the same capacities as the officers of the Board.

SECTION 3. THAT Section 2.03.036 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.36 Meetings.

The Board shall hold meetings as deemed necessary by the Commission of the Urban Renewal Agency of Lubbock or the City Manager or the designated representative.

SECTION 4. THAT Section 2.03.037 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.37 Quorum; voting.

A quorum shall consist of at least a majority of the number of Urban Renewal Agency of Lubbock Commissioner positions. A motion may be adopted only if it receives the votes of at least a majority of the members present at a properly called meeting where there is a quorum present.

SECTION 5. THAT Section 2.03.039 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 2.03.039 Conflict of interest; removal.

No Board member may participate in the selection, award, or administration of a subcontract if such an action would constitute a conflict of interest by the Urban Renewal Agency of Lubbock Commissioners. Board members may also be removed from office in the same manner as an Urban Renewal Agency of Lubbock Commissioner.

SECTION 6. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 7. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2024.

Passed by the City Council on second reading this _____ day of _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Resolution - Community Development: Consider a resolution dissolving the Neighborhood Redevelopment Commission of the City of Lubbock.

Item Summary

The Neighborhood Redevelopment Commission (NRC) was established by City Council in 1984, to consider all matters pertaining to the Office of Neighborhood Redevelopment. When established, the Commission was integrated with the Urban Renewal Agency (URA) Board, resulting in the 2 bodies consisting of the same members and sharing a meeting time. However, in the past 8 years, no agenda items required discussion or approval by the NRC, as the Community Development & Services Board has taken the same role. Therefore, the need for the NRC has been eliminated. The URA/NRC met on October 15, 2024, and voted unanimously to recommend that the City Council sunset the Neighborhood Redevelopment Commission.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary
Bill Howerton, Deputy City Manager
Karen Murfee, Community Development Director

Attachments

Resolution - NRC Dissolution

RESOLUTION

WHEREAS, on July 12, 1984, the City Council of the City of Lubbock passed Resolution No. 1748 (the "Creation Resolution") creating the Neighborhood Redevelopment Commission (the "Commission"); and

WHEREAS, the established purpose of the Commission was to an advisory board to the City Council with full powers to consider all matters pertaining to the investigation and evaluation of citizen and neighborhood rehabilitation needs, and reviewing certain requests for CDBG funds; and

WHEREAS, the City Council finds that due to the change in the circumstances with the City's growth and development and the change in the needs of the City's neighborhoods, it is in the best interest for the City and its citizen volunteers to terminate and dissolve the Commission.

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

THAT the City Council of the City of Lubbock does hereby terminate and dissolve the Neighborhood Redevelopment Commission.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Purchase Order 27125018, with Gillig, to purchase five (5) 40-foot hybrid electric buses and five (5) 35-foot hybrid electric buses for Citibus.

Item Summary

Citibus is requesting that the City Council approve Purchase Order 27125018, for the purchase of five 40' hybrid electric buses and five 35' hybrid electric buses, in partnership with Gillig. The buses will replace older vehicles that have exceeded their useful life, thereby reducing maintenance and parts costs.

The City of Lubbock/Citibus will use $8,806,855 from the Federal Transit Administration (FTA) FY 2022 Low-No Grant to purchase the buses. This purchase is in line with the Fleet Replacement Plan that has previously been approved by the Transit Advisory Board.

The Low-No Grant will be matched with Transportation Development Credits (TDCs) provided by the Texas Department of Transportation (TxDOT).

The City of Lubbock procurement process for the buses is not necessary, as the Federal Low-No Grant does not require recipients to go through the competitive procurement process for Low-No Grant-related bus purchases.

Fiscal Impact

Approval of this purchase order will result in no additional cost to the City of Lubbock.

Citibus will use FY 2022 FTA Low-No Grant FY funds to purchase the five 40-foot low floor hybrid electric buses and five 35-foot low floor hybrid electric buses. Transportation Development Credits from TxDOT will be used as the local match for the FY 2022 Low-No Grant funds.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - 10 Gillig Buses 12-24
PO - 10 Gillig Buses 12-24
Gillig Quote - 40' & 35' buses - 12-24

Gillig 40' price variance sheet - 12-24
Gillig 35' price variance sheet - 12-24

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 Purchase Order Contract, No. 27125018, funded through Federal Transit Administration Grant 5339, for the purchase of ten (10) hybrid buses from Gillig, LLC of Los Angeles, California, and related documents. Said Purchase Order 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witchu for
_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.PO Gillig
November 22, 2024

PURCHASE ORDER

Page - 1
Date - 11/20/2024
Order Number 27125018 000 OP
Branch/Plant 271

TO:
GILLIG LLC
P O BOX 743244
LOS ANGELES CA 90074-3244

SHIP TO:
Citibus
PO BOX 2000
LUBBOCK TX 79457

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

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

Ordered 12/10/2024 Freight .
Requested 12/10/2025 Taken By K MORGAN
Delivery PER R WILSON REQ 62568 FTA GRANT 5339/PUR 18519

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
40 ft. Hybrid Buses	5.000	886,785.0000	EA	4,433,925.00	12/10/2025
35 ft. Hybrid Buses	5.000	874,586.0000	EA	4,372,930.00	12/10/2025
				Total Order	

Terms NET DUE ON RECEIPT 8,806,855.00

This purchase order incorporates the current Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

This purchase order encumbers funds in the amount of $8,806,855.00 awarded to Gillig LLC of Livermore, CA, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated November 2, 2024, from Gillig LLC of Los Angeles, CA, and FTA Grant 5339.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY

STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TEXAS

Seller and Buyer agree as follows:

SALES TAX EXEMPTION. The goods and services provided for this project are exempt from the Limited Sales, Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas.

WARRANTY OF TITLE. Contractor warrants to the City of Lubbock, its successors and assigns, that the title to the material, supplies or goods covered by the contract, when delivered to the City of Lubbock or to its successors or assigns, shall be free from all liens and encumbrances.

PRODUCT/SERVICES WARRANTY. Contractor warrants that the goods furnished under this contract conform to the contract description, are free of defects in materials and working conditions, are fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, are adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder conform to the contract description.

All necessary repairs, renewals, changes or modifications in the goods due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the goods, shall be promptly corrected by the Contractor at his expense, including labor and materials, with minimum inconvenience to the City of Lubbock. Where specific items of goods are guaranteed by the manufacturer for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

DELIVERY. Unless otherwise stated in the specifications or bid forms, the price stated in this purchase order includes freight and/or delivery charges. Complete delivery must be made within 30 calendar days after the date of the Purchase Order. Delivery will be F.O.B.the City of Lubbock C/O Citibus 801 Texas Ave. Lubbock, Texas, unless otherwise specified.

The Contractor shall:

- perform all packing, shipping, and freight of goods procured by this contract;
- assume all responsibility and risk of loss incident to said deliveries;
- clearly mark all crates delivered to the site with the Contractor's name and identification of the contents by number of pieces and item number for each piece, and the City of Lubbock Purchase Order number.

TERMINATION OF CONTRACT

Termination for Convenience. The City of Lubbock may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of the City of Lubbock by giving thirty (30) calendar days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination provided the Contractor submits an itemized claim within thirty (30) calendar days of the termination. If the Contractor has any property in its possession belonging to the City of Lubbock, the Contractor will account for the same and dispose of it in the manner the City of Lubbock directs.

Termination for Default. In the event that the Contractor breaches the terms or violates the conditions of the Contract to be awarded, and does not within ten (10) calendar days of written notice from the City of Lubbock cure such breach or violation, the City of Lubbock may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

Indemnification: the contractor shall indemnify, keep and save harmless the city of Lubbock, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused by the negligence of the City of Lubbock, its officers, employees or agents. Contractor shall, at his own expense defend any and all actions, and shall at his own expense pay all charges of attorney fees and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the city of Lubbock in any such action, the contractor shall at his own expense satisfy and discharge the same.

BILLING. Invoice(s) shall be submitted in duplicate to Accounts Payable, City of Lubbock, P.O. Box 2000 Lubbock, Texas 79457. Each invoice shall contain the following information: purchase order number, item number, brief description of goods, sizes, serial numbers, quantities, unit prices, and total and applicable project numbers.

PAYMENT TO CONTRACTOR. Terms shall be net thirty (30) calendar days after receipt of an invoice and after acceptance of the goods by the City of Lubbock, whichever is later. In the event payment is not made within thirty (30) calendar days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

DISCOUNTS. Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

FEDERAL CHANGES: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City of Lubbock and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by 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, dated March 3, 2013, 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 the City of Lubbock requests that would cause the City of Lubbock to be in violation of the FTA terms and conditions. WWW.FTA.DOT.GOV

As required under the OSHA Hazard Communication Standard 29 CFR 1910.1200, a material safety data sheet (MSDS) must precede or accompany the initial shipment of any hazardous material defined as such under the Act. For items previously ordered, an MSDS must also be supplied if the MSDS has changed since the previous shipment.

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.

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

The City 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.

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

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. FTA MA (26) February 9, 2021. https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreementsThe Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us/

GILLIG

QUOTE LETTER

November 2, 2024

Chris Mandrell
General Manager
Citibus
Office – 806 – 775 – 3435
Email – cmandrell@citibus.com
801 Texas Ave
Lubbock TX 79457

Dear Chris:

Thank you for your interest in purchasing four (4) 40 ft and two (2) 35 ft L/F Diesel Hybrid Allison e/EGenFlex Buses in partnership with GILLIG under the LoNo Grant Award with the FTA.

Attached you will find the variance list and price calculation sheet that will pertain to your order. Gillig is pleased to quote the following:

Five (5) 40 ft. Hybrid Buses @886,785 each

Five (5) 35 ft. Hybrid Buses @$874,586 each

This price is valid for thirty (30) days and is FOB Lubbock TX. Prices exclude any taxes and license fees. The production of your buses is scheduled to start within 12 months of your PO. To maintain this production schedule, we will require a firm purchase order within thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

QUOTE LETTER

November 2, 2024

Chris Mandrell
General Manager
Citibus
Office – 806 – 775 – 3435
Email – cmandrell@citibus.com
801 Texas Ave
Lubbock TX 79457

Dear Chris:

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We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

PRICE VARIANCE
10/4/2024
LUBBOCK, TX (FTA LOW-NO GRANT AWARD)
(4) 40' ALLISON EGEN FLEX HYBRID BRT LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
BRT STYLING	FRONT CAP ONLY	10,537.00
CUMMINS ENGINE	B6.7, 280 HP	-
HYBRID DRIVE	ALLISON EGEN FLEX HYBRID	
DEPOT MODE & START STOP	REQUIRED	-
ELECTRIC AIR COMPRESSOR & HYDRAULIC PUMP	REQUIRED	-
AUXILIARY ENGINIE OIL FILTER	SPINNER II	1,348.00
COOLANT FILTER	STD FLEETGUARD	-
ENGINE FUEL FILTER	DAVCO, HEATED	686.00
CRIMPED & SOLDERED CABLES	REQUIRED	403.00
STARTER	NOT REQUIRED	-
ALTERNATOR	VANNER BELTLESS	-
ENGINE BLOCK HEATER	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	-
E-COAT RAD/CAC	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	-
TRANS OIL EXTRACTOR PORT	NOT REQUIRED	-
BRAKES	DISC BRAKES	4,369.00
AXLE HUB SEALS	FRONT: GREASE SEALS REAR: OIL SEALS	-
MAGNETIC AXLE DRAIN PLUGS	REQUIRED	-
AUTOMATIC TRACTION CONTROL	REQUIRED	-
HUBODOMETER	STEMCO DATA TRAC PRO	73.00
HUBODOMETER GUARD	REQUIRED	81.00
WHEEL MOUNTING	HUB PILOTED	-
WHEELS	(7) ALCOA FULL POLISHED W/ DURA BRIGHT WHEELS	3,723.00
DURAFLANGE WHEELS	REQUIRED	1,659.00
TIRES	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT REQUIRED	-
DIESEL FILL	EMCO WHEATON	-
DASH FUEL GAUGE	REQUIRED	140.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	FORSTER PROGRAMMABLE GAUGE	150.00
SWAT SWITCH	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT REQUIRED	-
AD-IP AIR DRYER	POWEREX ELECTRIC DRIVEN	-
ENGINE SKID PROTECTION	NOT REQUIRED	-
A-POST SKID PLATES	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT REQUIRED	-
REAR HAND THROTTLE	REQUIRED	256.00
BATTERY TYPE	(2) DEKA GROUP 31	-
BATTERY JUMP START CONN	REQUIRED (FRONT & REAR)	308.00
WHEELCHAIR RAMP	LIFT-U LU18	-
HVAC MOTORS (TK)	TK T14 ELECTRIC	-
HVAC COMPRESSOR (TK)	ENCLOSED	-
REFRIGERANT	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT REQUIRED	(228.00)
DRIVERS HEATER MOTORS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT REQUIRED	750.00
AUXILIARY COOLANT HEATER	NOT REQUIRED	-
FRONT STEP HEATER	NOT REQUIRED	-
EXIT DOOR HEATER	NOT REQUIRED	-
UNDERSEAT HEATER	NOT REQUIRED	-
WARM WALL HEATER	NOT REQUIRED	-
DASH FAN(S)	(1) REQUIRED	-
SENSTIVE EDGE - FRONT	NOT REQUIRED	-

PRICE VARIANCE
10/4/2024
LUBBOCK, TX (FTA LOW-NO GRANT AWARD)
(4) 40' ALLISON EGEN FLEX HYBRID BRT LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
REAR DOOR	34" AIR OPEN / SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/ (2) FANS	-
CS WHEELWELL STORAGE BOX	REQUIRED	575.00
FRONT CS WHEELWELL PACKAGE RACK	REQUIRED	160.00
PASSENGER INFO STATION	OBIC 19/21 4P 2L	408.00
REGISTRATION / PERMIT / CARD HOLDER	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT PRIME+ W/ A.R.M , Q'STRAINT RESTRAINTS, DRAIN HOLES & TEXAS TECH BACK LOGOS	10,711.00
DUAL USB PORTS MOUNTED ON PASSENGER SEATS	NOT REQUIRED	
FRONT WHEELWELL VERTICAL STANCHIONS	NOT REQUIRED	-
DRIVERS SEAT	USSC G2 W/ HEADREST & 3-PT ORANGE BELT	2,967.00
SEAT BELT ALARM	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT REQUIRED	-
SEAT ARMREST	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	REQUIRED	54.00
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT REQUIRED	-
MODESTY PANEL FWD OF REAR DOOR	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT REQUIRED	-
STANCHIONS	SSTL	-
PASSENGER WINDOWS	RICON BONDED FRAME / FULL FIXED W/ GRAFFITI-SHIELD4-LAYER FILM	18,292.00
GLAZING GUARDS / FILM	NOT REQUIRED	-
HEAD LAMPS	LED LOW & HIGH BEAMS	1,481.00
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 18" RED STRIP LED DIALIGHT LAMP	230.00
UPPER REAR CAP GRILLE AUX LAMPS	(4) 7" STOP LED DIALIGHT LAMPS	345.00
YIELD SIGN	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	XG-25M MOBILE RADIO W/ ,EDOAM DECODER - UD-1B-DMH (PER LUBBOCK, TX SPECS)	7,025.00
PA SYSTEM/VOICE ANNUCIATOR	STD REI	-
CAD / AVL ITS SYSTEM	NOT REQUIRED	-
GEO FENCING USING VIRICITI TELEMATICS (FOR EV MODE IN GREEN ZONES) W/ 2 YEAR SUBSCRIPTION	REQURIED	5,077.00
DRIVERS SPEAKER	NOT REQUIRED	-
HAND HELD MIC	NOT REQUIRED	(50.00)
BOOM MIC	REQUIRED	100.00
HEATED FRONT GLAZING	NOT REQUIRED	-
DESTINATION SIGNS	HANOVER WHITE (FRONT & CURBSIDE)	743.00
FRONT RUN SIGN	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	-
FAREBOX GUARD	REQUIRED	27.00
CEILING MTD FAREBOX LAMP	REQUIRED	-
TRANSFER CUTTER	NOT REQUIRED	-
PASSENGER COUNTER	STAND ALONE IRIS SYSTEM (PRE-WIRE ONLY) W/ FRONT & REAR DOOR SENSORS	9,457.00
FULL COMPOSITE FLOOR	NOT REQUIRED	-

PRICE VARIANCE
10/4/2024
LUBBOCK, TX (FTA LOW-NO GRANT AWARD)
(4) 40' ALLISON EGEN FLEX HYBRID BRT LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
FLOORING MATERIAL	ALTRO	-
ROOF HATCHES	FRONT & REAR - MANUAL	329.00
EXTERIOR MIRROR - STREETSIDE	CS & SS: 9" X13" CLASS "A" 2-PC, HEATED W/ REMOTE	481.00
FIRE SUPRESSION	AMEREX V-25	-
TRAFFIC LIGHT PREEMPTION	NOT REQUIRED	-
VIDEO SURVEILLANCE	SEON 8-CAMERA SYSTEM W/ NH16 (TH8 W/ POE) & 2TB HDD	12,904.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT REQUIRED	-
CRADLEPOINT R1900 ROUTER & ANTENNA	REQUIRED	4,193.00
BIKE RACK	SPORTWORKS DL2 BLACK POWDER COATED	1,578.00
BIKE RACK MIRROR	REQUIRED	50.00
BIKE RACK DEPLOYED LAMP	NOT REQUIRED	-
MEDICAL AID KIT	REQUIRED	95.00
BLOODBORN PATHOGEN KIT	REQUIRED	34.00
BIO-HAZARD KIT	NOT REQUIRED	-
WHEEL CHOCKS (SET)	REQUIRED	41.00
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	-
12V POWER PORT AT DASH	NOT REQUIRED	-
CUP HOLDER	REQUIRED	37.00
WASTE CONTAINER	REQUIRED	86.00
I/O PROGRAM MODULE	NOT REQUIRED	-
ADJUSTABLE PEDALS	REQUIRED	1,318.00
EXTERIOR PAINT	2-COLOR	3,077.00
CLEAR COAT	REQUIRED	1,334.00
EXTERIOR GRAPHICS	LUBBOCK, TX CUSTOM GRAPHICS (SAME AS 200915)	3,037.00
ROOF NUMBERS	NOT REQUIRED	-
EXT WARRANTY (BASIC BUS)	12 MONTHS / 50,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (ENGINE B6.7)	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON EGEN FLEX)	24 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER STATE OF VA CONTRACT	-
TRAINING	NOT INCLUDED	-

TOTAL LUBBOCK, TX VARIANCES	110,451.00
40' ALLISON EGEN FLEX MAX HYBRID LOW FLOOR (LOW-NO GRANT) BASE UNIT PRICE	764,089.00
DELIVERY	3,465.00
LUBBOCK, TX 40' ALLISON EGEN FLEX MAX HYBRID BRT LOW FLOOR (LOW-NO GRANT) UNIT PRICE	878,005.00
SPARES / TRAINING / TOOLING BUDGET (1%)	8,780.00
LUBBOCK, TX 40' ALLISON EGEN FLEX MAX HYBRID BRT LOW FLOOR (LOW-NO GRANT) CURRENT PRICE (10/4/2024)	**886,785.00**

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PRICE VARIANCE
11/2/2024
LUBBOCK, TX (FTA LOW-NO GRANT AWARD)
(5) 35' ALLISON EGEN FLEX HYBRID BRT LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
BRT STYLING	FRONT CAP ONLY	10,537.00
CUMMINS ENGINE	B6.7, 280 HP	-
HYBRID DRIVE	ALLISON EGEN FLEX HYBRID	
DEPOT MODE & START STOP	REQUIRED	-
ELECTRIC AIR COMPRESSOR & HYDRAULIC PUMP	REQUIRED	-
AUXILIARY ENGINIE OIL FILTER	SPINNER II	1,348.00
COOLANT FILTER	STD FLEETGUARD	-
ENGINE FUEL FILTER	DAVCO, HEATED	686.00
CRIMPED & SOLDERED CABLES	REQUIRED	403.00
STARTER	NOT REQUIRED	-
ALTERNATOR	VANNER BELTLESS	-
ENGINE BLOCK HEATER	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	-
E-COAT RAD/CAC	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	-
TRANS OIL EXTRACTOR PORT	NOT REQUIRED	-
BRAKES	DISC BRAKES	4,369.00
AXLE HUB SEALS	FRONT: GREASE SEALS REAR: OIL SEALS	-
MAGNETIC AXLE DRAIN PLUGS	REQUIRED	-
AUTOMATIC TRACTION CONTROL	REQUIRED	-
HUBODOMETER	STEMCO DATA TRAC PRO	73.00
HUBODOMETER GUARD	REQUIRED	81.00
WHEEL MOUNTING	HUB PILOTED	-
WHEELS	(7) ALCOA FULL POLISHED W/ DURA BRIGHT WHEELS	3,723.00
DURAFLANGE WHEELS	REQUIRED	1,659.00
TIRES	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT REQUIRED	-
DIESEL FILL	EMCO WHEATON	-
DASH FUEL GAUGE	REQUIRED	140.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	FORSTER PROGRAMMABLE GAUGE	150.00
SWAT SWITCH	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT REQUIRED	-
AD-IP AIR DRYER	POWEREX ELECTRIC DRIVEN	-
ENGINE SKID PROTECTION	NOT REQUIRED	-
A-POST SKID PLATES	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT REQUIRED	-
REAR HAND THROTTLE	REQUIRED	256.00
BATTERY TYPE	(2) DEKA GROUP 31	-
BATTERY JUMP START CONN	REQUIRED (FRONT & REAR)	308.00
WHEELCHAIR RAMP	LIFT-U LU18	-
HVAC MOTORS (TK)	TK T14 ELECTRIC	-
HVAC COMPRESSOR (TK)	ENCLOSED	-
REFRIGERANT	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT REQUIRED	(228.00)
DRIVERS HEATER MOTORS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT REQUIRED	750.00
AUXILIARY COOLANT HEATER	NOT REQUIRED	-
FRONT STEP HEATER	NOT REQUIRED	-
EXIT DOOR HEATER	NOT REQUIRED	-
UNDERSEAT HEATER	NOT REQUIRED	-
WARM WALL HEATER	NOT REQUIRED	-
DASH FAN(S)	(1) REQUIRED	-
SENSTIVE EDGE - FRONT	NOT REQUIRED	-

PRICE VARIANCE
11/2/2024
LUBBOCK, TX (FTA LOW-NO GRANT AWARD)
(5) 35' ALLISON EGEN FLEX HYBRID BRT LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
REAR DOOR	34" AIR OPEN / SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/ (2) FANS	-
CS WHEELWELL STORAGE BOX	REQUIRED	575.00
FRONT CS WHEELWELL PACKAGE RACK	REQUIRED	160.00
PASSENGER INFO STATION	OBIC 19/21 4P 2L	408.00
REGISTRATION / PERMIT / CARD HOLDER	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT PRIME+ W/ A.R.M , Q'STRAINT RESTRAINTS, DRAIN HOLES & TEXAS TECH BACK LOGOS	10,359.00
DUAL USB PORTS MOUNTED ON PASSENGER SEATS	NOT REQUIRED	
FRONT WHEELWELL VERTICAL STANCHIONS	NOT REQUIRED	-
DRIVERS SEAT	USSC G2 W/ HEADREST & 3-PT ORANGE BELT	2,967.00
SEAT BELT ALARM	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT REQUIRED	-
SEAT ARMREST	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	REQUIRED	54.00
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT REQUIRED	-
MODESTY PANEL FWD OF REAR DOOR	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT REQUIRED	-
STANCHIONS	SSTL	-
PASSENGER WINDOWS	RICON BONDED FRAME / FULL FIXED W/ GRAFFITI-SHIELD4-LAYER FILM	11,087.00
GLAZING GUARDS / FILM	NOT REQUIRED	-
HEAD LAMPS	LED LOW & HIGH BEAMS	1,481.00
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 18" RED STRIP LED DIALIGHT LAMP	230.00
UPPER REAR CAP GRILLE AUX LAMPS	(4) 7" STOP LED DIALIGHT LAMPS	345.00
YIELD SIGN	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	XG-25M MOBILE RADIO W/ ,EDOAM DECODER - UD-1B-DMH (PER LUBBOCK, TX SPECS)	7,025.00
PA SYSTEM/VOICE ANNUCIATOR	STD REI	-
CAD / AVL ITS SYSTEM	NOT REQUIRED	-
GEO FENCING USING VIRICITI TELEMATICS (FOR EV MODE IN GREEN ZONES) W/ 2 YEAR SUBSCRIPTION	REQURIED	5,077.00
DRIVERS SPEAKER	NOT REQUIRED	-
HAND HELD MIC	NOT REQUIRED	(50.00)
BOOM MIC	REQUIRED	100.00
HEATED FRONT GLAZING	NOT REQUIRED	-
DESTINATION SIGNS	HANOVER WHITE (FRONT & CURBSIDE)	743.00
FRONT RUN SIGN	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	-
FAREBOX GUARD	REQUIRED	27.00
CEILING MTD FAREBOX LAMP	REQUIRED	-
TRANSFER CUTTER	NOT REQUIRED	-
PASSENGER COUNTER	STAND ALONE IRIS SYSTEM (PRE-WIRE ONLY) W/ FRONT & REAR DOOR SENSORS	9,457.00
FULL COMPOSITE FLOOR	NOT REQUIRED	-

PRICE VARIANCE
11/2/2024
LUBBOCK, TX (FTA LOW-NO GRANT AWARD)
(5) 35' ALLISON EGEN FLEX HYBRID BRT LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
FLOORING MATERIAL	ALTRO	-
ROOF HATCHES	FRONT & REAR - MANUAL	329.00
EXTERIOR MIRROR - STREETSIDE	CS & SS: 9" X13" CLASS "A" 2-PC, HEATED W/ REMOTE	481.00
FIRE SUPRESSION	AMEREX V-25	-
TRAFFIC LIGHT PREEMPTION	NOT REQUIRED	-
VIDEO SURVEILLANCE	SEON 8-CAMERA SYSTEM W/ NH16 (TH8 W/ POE) & 2TB HDD	12,904.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT REQUIRED	-
CRADLEPOINT R1900 ROUTER & ANTENNA	REQUIRED	4,193.00
BIKE RACK	SPORTWORKS DL2 BLACK POWDER COATED	1,578.00
BIKE RACK MIRROR	REQUIRED	50.00
BIKE RACK DEPLOYED LAMP	NOT REQUIRED	-
MEDICAL AID KIT	REQUIRED	95.00
BLOODBORN PATHOGEN KIT	REQUIRED	34.00
BIO-HAZARD KIT	NOT REQUIRED	-
WHEEL CHOCKS (SET)	REQUIRED	41.00
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	-
12V POWER PORT AT DASH	NOT REQUIRED	-
CUP HOLDER	REQUIRED	37.00
WASTE CONTAINER	REQUIRED	86.00
I/O PROGRAM MODULE	NOT REQUIRED	-
ADJUSTABLE PEDALS	REQUIRED	1,318.00
EXTERIOR PAINT	2-COLOR	3,077.00
CLEAR COAT	REQUIRED	1,334.00
EXTERIOR GRAPHICS	LUBBOCK, TX CUSTOM GRAPHICS (SAME AS 200915)	3,037.00
ROOF NUMBERS	NOT REQUIRED	-
EXT WARRANTY (BASIC BUS)	12 MONTHS / 50,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (ENGINE B6.7)	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON EGEN FLEX)	24 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER STATE OF VA CONTRACT	-
TRAINING	NOT INCLUDED	-
TOTAL LUBBOCK, TX VARIANCES		102,894.00
35' ALLISON EGEN FLEX MAX HYBRID LOW FLOOR (LOW-NO GRANT) BASE UNIT PRICE		759,568.00
DELIVERY		3,465.00
LUBBOCK, TX 35' ALLISON EGEN FLEX MAX HYBRID BRT LOW FLOOR (LOW-NO GRANT) UNIT PRICE		865,927.00
SPARES / TRAINING / TOOLING BUDGET (1%)		8,659.00
LUBBOCK, TX 35' ALLISON EGEN FLEX MAX HYBRID BRT LOW FLOOR (LOW-NO GRANT) CURRENT PRICE (11/2/2024)		**874,586.00**

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AI# 13058
Regular City Council Meeting 5. 19.
12/10/2024:

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute Contract No. 18135, with Dennard Construction, for Phase One of the Erosion Control Plan at the Moonlight Musicals Amphitheatre, located at 413 East Broadway, Lubbock, Texas.

Item Summary

This project is Phase One of a 2-phase solution to address ongoing drainage issues at the Moonlight Musicals Amphitheatre.

In this phase, water will be diverted underneath the walkway connecting the circulation path to the restrooms. Large gravel and drought-resistant plantings will be provided around the entrance to the restrooms to help retain the soil and resist erosion. A concrete slab and curb will be provided at the maintenance door of the restroom to divert water away from the opening. Grass swales will be graded into the sloped hill to divert water away from the buildings. A drainage pipe will be bored from the main entrance near the parking lot to the new swale in the hill below, in preparation of Phase Two work.

In response to Request For Proposal (RFP) 24-18135-YB for Erosion Control at the Moonlight Musicals Amphitheatre, a sole proposal was received and evaluated using the following criteria, (60) Points for Price, (30) Points for Meeting the Project Specifications, and (10) Points for Scheduled Total Time for Delivery. The maximum point value is 100 points.

Contractor	Points/100 pts
Dennard Construction, Lubbock, Texas	98.33

Staff and the Evaluation Committee were able to negotiate with the contractor to identify a series of value-engineering solutions that result in a $275,905.77 reduction in the contract price, yielding a revised construction total of $354,374.23. Staff and the Evaluation Committee recommend the contract be awarded to Dennard Construction of Lubbock, Texas, for $354,374.23.

Fiscal Impact

The total cost for Phase One of this project is $354,374.23, and is funded in Capital Improvement Project 92621, Amphitheatre Erosion Renovations.

Staff/Board Recommending

Brooke Wticher, Assistant City Manager
Lisa Thomason, Civic Center Director

Attachments

Resolution - Contract 18135
Contract - Dennard Construction
CIP 92621 - Budget Detail
CIP 92621 - Project Detail
Project Summary 18135

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract 18135 per RFP 24-18135-YB, by and between the City of Lubbock and Dennard Construction, of Lubbock, Texas, for Erosion Control at the Moonlight Musical Amphitheater, consistent with the terms of the proposal submittal attached hereto and incorporated herein, and related documents.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Public Works Contract 18135- Dennard Construction
11.20.24

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: _____

PROJECT NUMBER: **RFP 24-18135-YB Erosion Control at the Moonlight Musical Amphitheater**

Proposal of Dennard Construction (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 180 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 210 **(to Final Completion)**

(not to exceed 180 consecutive calendar days to Substantial Completion / 210 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **180 Consecutive Calendar Days** with **final completion** within **210 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$25.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

City of Lubbock
Public Works
RFP 24-18135-YB
Erosion Control at the Moonlight Musical Amphitheater

DENNARD CONSTRUCTION
5416 114th St, Suite 300
Lubbock, TX 79424
(806) 999-1582

City of Lubbock Moonlight Musicals Ampitheater
Cost Summary

Project Name: Moonlight Musical Site Work
Address: 413 East Broadway, Lubbock, TX 79403
Contractor Name: Dennard Construction
Description of Change: Site Drainage & Grading Cost Breakdown
Date Prepared: 11/13/2024
Contractor Proposal #
Prepared By: KD

Item No.	DESCRIPTION	QUAN.	UNITS	UNIT COST $	LABOR HOURS	LABOR RATE	LABOR COST	M/E UNIT COST	MATERIAL EQUIPMENT OTHER	SUBCONTRACT
	Bonds & Insurance	1.00	LS	0.00	0.00	0.00	0.00	10,243.20	10,243.20	0.00
	Building Permit (excluded)	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	General Conditions	1.00	LS	0.00	0.00	0.00	0.00	33,898.51	33,898.51	0.00
	Site Survey/Layout	1.00	LS	0.00	0.00	0.00	0.00	4,500.00	4,500.00	0.00
	Erosion Control BMP (excludes SWPPP)	1.00	LS	0.00	0.00	0.00	0.00	9,888.40	9,888.40	0.00
	Temp Fence/Gates	1.00	LS	0.00	0.00	0.00	0.00	3,510.00	3,510.00	0.00
	Dumpsters (by Owner)	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Site Demolition	1.00	LS	0.00	0.00	0.00	0.00	5,680.90	5,680.90	0.00
	Temp Road/Access (Setup/Removal)	1.00	LS	0.00	0.00	0.00	0.00	7,020.00	7,020.00	0.00
	Dirtwork/Grading	1.00	LS	0.00	0.00	0.00	0.00	52,116.77	52,116.77	0.00
	Reinforcing Steel	1.00	LS	0.00	0.00	0.00	0.00	2,934.60	2,934.60	0.00
	Concrete	1.00	LS	0.00	5.00	0.00	0.00	20,782.92	20,782.92	0.00
	Sleeves	1.00	LS	0.00	5.00	0.00	0.00	1,241.40	1,241.40	0.00
	Galvanized Steel Handrails	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Embeds/Stair Nosings	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Joint Sealants/Exp Joints	1.00	LS	0.00	0.00	0.00	0.00	1,818.10	1,818.10	0.00
	Exterior Signage	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Electrical	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Landscaping Allowance	1.00	LS	0.00	0.00	0.00	0.00	21,089.20	21,089.20	0.00
	Irrigation Allowance	1.00	LS	0.00	0.00	0.00	0.00	2,500.00	2,500.00	0.00
	Site Drainage/Boring&Casing	1.00	LS	0.00	0.00	0.00	0.00	114,047.89	114,047.89	0.00
	RipRap/Delivery	1.00	LS	0.00	0.00	0.00	0.00	11,823.49	11,823.49	0.00
	ADA Parking Symbols	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Parking Signage	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Final Clean/Move Out	1.00	LS	0.00	0.00	0.00	0.00	1,903.94	1,903.94	0.00
	Owner Contingency	1.00	LS	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00
	SUBTOTALS >>>						**0.00**		**314,999.31**	**0.00**

[A] **Subtotal** (labor+material+equipment)	**$314,999.31**
[B] Plus GC Fee	$39,374.91
[C] **Subtotal** (A+B)	**$354,374.23**
[D] Subtotal Subcontract	$0.00
[E] Plus OH&P Subcontract	$0.00
[F] **Subcontract Total** (D+E)	**$0.00**
[H] **Total** (C+F+G)	**$354,374**

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for N/A **Dollars ($_____) or a Proposal Bond in the sum of** 5% of bid amount **Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/17
Addenda No. 2 Date 7/24
Addenda No. 3 Date 7/30
Addenda No. 4 Date 8/6

Date: 8/15/24

K Dennard
Authorized Signature

Kelly Dennard
(Printed or Typed Name)

Dennard Construction
Company

5416 114th Street, Suite 300
Address

Lubbock, _____
City, County

TX, _____
State Zip Code

Telephone: _____ - _____
Fax: _____ - _____
Email: _____

FEDERAL TAX ID or SOCIAL SECURITY No.

84-3676009

Cannot find section to enter proposal amount. Our proposal amount is $630,280.00. (Six Hundred Thirty Thousand, Two Hundred and Eighty Dollars.)

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

Contractor Acknowledgement

In compliance with this solicitation, the undersigned, having examined the solicitation documents, instructions to offerors, documents associated with the request for proposals, 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**

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

By signing below, the terms stated have been reviewed and approved.

Company Name: _____

Signed By: K Dennel _____

Print Name and Title: _____

Date: _____

Cannot find section to enter proposal amount. Our proposal amount is $630,280.00. (Six Hundred Thirty Thousand, Two Hundred and Eighty Dollars.)

City of Lubbock, TX
Capital Project
Project Cost Detail
November 15, 2024

Capital Project Number:	92621
Capital Project Name:	Amphitheatre Erosion Renovations

	Budget
Encumbered/Expended	
Draingage Grate Cover & Installation	2,175
Architectural/Engineering	45,000
Advertising	254
	-
Agenda Item December 10, 2024	
Erosion Control Phase One	*354,374*
Encumbered/Expended To Date	401,803
Estimated Costs for Remaining Appropriation	
Remaining Appropriation	40,028
Total Appropriation	$ 441,831

CIP 92621 Amphitheatre Erosion Renovations

Upgrade/Major Maintenance

Project Manager: Lisa Thomason - Civic Centers

Project Scope

The project would address the erosion issues at the Moonlight Musicals Amphitheater. Remove existing landscaping and irrigation and replace with landscape materials to slow the erosion process to the Southeast of the seating area.

Project Justification

The facility is built on the side of a hill in Mackenzie Park and erosion occurs during rain events. The erosion causes a build-up of dirt and debris even in light precipitation. This buildup blocks drainage and creates slip hazards for the thousands of citizens who visit the facility throughout the season.

Project Highlights

Council Priorities Addressed:
Redevelopment - Downtown

Project History

The project was placed on hold due to the COVID pandemic. Increased funding request due to inflation.

- FY 2019-20 $254,650 was appropriated by Ord. 2019-O0129
- FY 2023-24 $187,181 was appropriated by Ord. 2023-O0108

Project Dates

Start Date: 05/01/2023
Bid Date - Design: 05/30/2023
Award Date for Bid - Design: 06/15/2023
Project Start Date - Design: 06/29/2023
Project End Date - Design: 04/20/2024
Bid Date - Construction: 05/20/2024
Award Date for Bid - Construction: 06/11/2024
Project Start Date - Construction: 07/01/2024
Project End Date - Construction: 03/31/2025

Project Location

Moonlight Musicals Amphitheatre

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	$88,366	$0	$0	$0	$0	$0	$0
Construction	$353,465	$0	$0	$0	$0	$0	$0
TOTAL	**$441,831**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Civic Center Fund Cash	$187,181	$0	$0	$0	$0	$0	$0
Civic Center Fund Prior Year Cash	$254,650	$0	$0	$0	$0	$0	$0
TOTAL	**$441,831**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Purchasing and Contract Management

Project Summary

RFP 24-18135-YB
Erosion Control at the Moonlight Musical Amphitheater

Notice was published in the Lubbock Avalanche Journal on June 26 & July 03, 2024.
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 June 26 to August 15, 2024.
43 vendors downloaded the documents using Bonfire.com.
28 vendors were notified separately.
1 vendor submitted a proposal.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution rejecting all bids received, for the purchase of five (5) commercial cab & chassis, for the Solid Waste Residential Collection Department.

Item Summary

For the FY 2024-25 Vehicle Replacement Schedule, the Fleet Operations Department was approved to purchase 5 Solid Waste Trash Trucks, to replace vehicles that had exceeded their useful lives and were in need of major repairs.

Invitation to Bid (ITB) 25-18382-LV was created to request bids from vendors for commercial truck cab & chassis, with commercial side-loader trash truck bodies built on them.

Bids were received from 3 vendors, and all 3 vendors offered units that are not suitable for our operation.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for Five (5) Trucks, Left Hand Drive, Tandem Axel, Diesel-Powered, Cab and Chassis, 58,000 GVWR, pursuant to ITB 25-18382-LV and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, 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

ccdocsII/RES.Rejection of Bids- ITB 25-18382-LV
11.20.24

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31086729, with Rush Truck Center, for the purchase of two (2) Sewer Jetter Trucks for the Wastewater Collection Department.

Item Summary

For the FY 2024-25 Vehicle Replacement Schedule, the Fleet Operations Department was approved to replace a 2014 Water Vacuum Truck (V# 82014001) for the Wastewater Collection Department, that had exceeded its useful life and was in need of expensive repairs.

Instead of purchasing another Water Vacuum Truck, the Wastewater Department will use these two smaller trucks, to do routine cleaning in our City sewer mains. They will allow for a quicker response time and easier access than an industrial truck. These trucks will not require a Commercial Driver's License to operate.

Purchase Order 31086729 for $429,106.88 with Rush Truck Center is for the purchase of two (2) Ford F-600 Cab & Chassis Trucks with Sewer Jetter Systems mounted on them. The individual cost of each unit is $214,553.44.

This purchase will be made on a quote through Sourcewell Contract #032824-RTG. Sourcewell is a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing authorized in Chapter 271 of the Local Government Code, allows a local government to participate in a cooperative purchasing program, Sourcewell purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Purchase Order 31086729 with Rush Truck Center, is funded in Capital Improvement Project 92863, Vehicle Replacements for FY 2024-25.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Purchase Order
CIP Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 31086729, in accordance with Sourcewell Contract 032824 for the purchase of Two (2) 2025 F-650 Jetter Trucks, by and between the City of Lubbock and Rush Truck Center, of Lubbock, Texas 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.PO 31086729 Sourcewell 032824 Rush Truck Center
11.25.24

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/25/2024
Order Number 31086729 000 OP
Branch/Plant 3526

TO: RUSH TRUCK CENTER - LUBBOCK
4515 AVENUE A
LUBBOCK TX 79404-3433

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 11/25/2024 Freight .
Requested 12/9/2024 Taken By L VILLANUEVA
Delivery PER B RODRIGUEZ REQ 62539 PUR 18504 / SOURCEWELL CONTRACT #032824

If you have any questions, please contact Breana Rodriguez at BreanaRodriguez@mylubbock.us or 806-775-2374.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2025 F-650 Jetter Truck	2.000	214,553.4400	EA	429,106.88	12/9/2024

inv-6413

Total Order

Terms NET DUE ON RECEIPT 429,106.88

This purchase order encumbers funds in the amount of $429,106.88 awarded to Rush Truck Centers of Lubbock, TX on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated October 18, 2024, from Rush Truck Centers of Lubbock, TX, and Sourcewell Contract #032824, Exhibit A #130.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, 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. 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

Sourcewell Contract Number: 032824

Remit P.O.s To: ***munisales@rushenterprises.com***

			Date Prepared:	10/18/2024
Vendor:	*Rush Truck Center*			
Contact for Vendor:	*Colton Kruse*	**Vendor Phone:**	*(830) 302-5219*	
Participating Agency #:	*25001*	**Participating Agency:**	*City of Lubbock, TX*	
Agency Contact:	*Brian Bearden*	**Agency Phone:**	*(806) 775-2996*	
Product Dscription:	*Ford F-600 Jetter System*			

OEM Chassis MSRP:		$	75,520.00
Sourcewell Discount:	1.50%	$	(1,132.80)
Unit Price before Upfit		$	74,387.20
Storage/Service Pack		$	2,500.00
Expected Floorplan Expense:		$	-
Upfit:		$	135,308.24
Vector Jetter System with Options			
Final Delivery Inspection/Wash:		$	-
Freight:		$	2,358.00
Extended Warranty:		$	-
Rush Care Service Subscription:		$	-
Additonal Incentives/Credits:		$	-
Government Grant/Assistance:		$	-
State Applicable Sales Tax:		$	-
Doc Fee		$	-
State Applicable Fees:		$	-
Sales Price Per Unit:		$	214,553.44
Quantity Ordered:			**2**
Total Participating Agency CAPEX:		$	429,106.88

City of Lubbock, TX
Capital Project
Project Cost Detail
December 10, 2024

Capital Project Number:	92863
Capital Project Name:	Vehicle Replacements FY 2024-25 Cash

	Budget
Encumbered/Expended	
Vehicle/Equipment Purchases	$ 4,862,433
Agenda Items December 10, 2024	
2 - 2025 F-650 Jetter Trucks	**429,107**
Encumbered/Expended to Date	5,291,540
Estimated Costs for Remaining Appropriation	
Acquisition	6,693,973
Remaining Appropriation	6,693,973
Total Appropriation	$ 11,985,513

CIP 92863 Vehicle Replacements FY 2024-25 Cash

Replacement Equipment/Fleet

Project Manager: Dominic Esperat - Vehicle Maintenance

Project Scope

This project is for the annual vehicle replacement for the city. For a list of the vehicles, refer to the replacement list located at the end of this section.

Project Justification

Vehicles included for replacement in this year are at end of life and maintenance costs have increased to the point that the vehicles needs to be replaced.

Project Highlights

Council Priorities Addressed:
Public Safety
Fiscal Discipline

Project History

- FY 2024-25 $11,763,760 was appropriated by Ord. 2024-O0128
- FY 2024-25 $221,753 was transferred from CIP 92848 by BCR 2025-2

Project Dates

Fiscal Year 24-25

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Acquisition	$11,985,513	$0	$0	$0	$0	$0	$0
TOTAL	**$11,985,513**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	$6,635,013	$0	$0	$0	$0	$0	$0
Civic Center Fund Cash	$47,000	$0	$0	$0	$0	$0	$0
Fleet Fund Prior Year Cash	$60,000	$0	$0	$0	$0	$0	$0
Stormwater Fund Cash	$1,504,000	$0	$0	$0	$0	$0	$0
Water/Wastewater Fund Cash	$3,739,500	$0	$0	$0	$0	$0	$0
TOTAL	**$11,985,513**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-O0153, for Zone Case 3257-Q, a request of AMD Engineering, LLC for 1585 Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Medium Density Residential District (MDR), generally located west of Elgin Avenue and north of 137th Street on approximately 34.61 acres of unplatted land out of Block AK, Section 1.

Item Summary

On December 3, 2024, the City Council approved the first reading of the ordinance, unanimously.

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 November 7, 2024, 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 3257-Q
Staff Report 3257-Q
Documentation 3257-Q

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3257-Q; A ZONING CHANGE FROM SF-2 TO MDR ZONING DISTRICT GENERALLY LOCATED WEST OF ELGIN AVENUE AND NORTH OF 137TH STREET ON APPROXIMATELY 34.61 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, 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. 3257-Q

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **MDR** zoning district **generally located west of Elgin Avenue and north of 137th Street on approximately 34.61 acres of unplatted land out of Block AK, Section 1,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code 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 _____.

_____
MARK W. MCBRAYER, 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/ZC3257-Q
November 7, 2024

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 1, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 34.61-acre tract of land located in Section 1, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that is the most northeasterly corner of Viridian Estates, Tract L (P&D 2019007222)

THENCE S 88° 02' 16" E an approximate distance of 1244.68 feet;

THENCE S 01° 48' 03" W an approximate distance of 1328.64 feet;

THENCE S 46° 54' 46" W an approximate distance of 21.23 feet;

THENCE N 88° 07' 56" W an approximate distance of 603.37 feet;

THENCE Northwesterly along a curve to the left having a radius of 200.05 feet, an arc length of 173.83 feet, a central angle of 49° 47' 13", a chord distance of 168.42 feet and a chord bearing of N 63° 14' 21" W to a point of intersection along the southwestern property line of this tract;

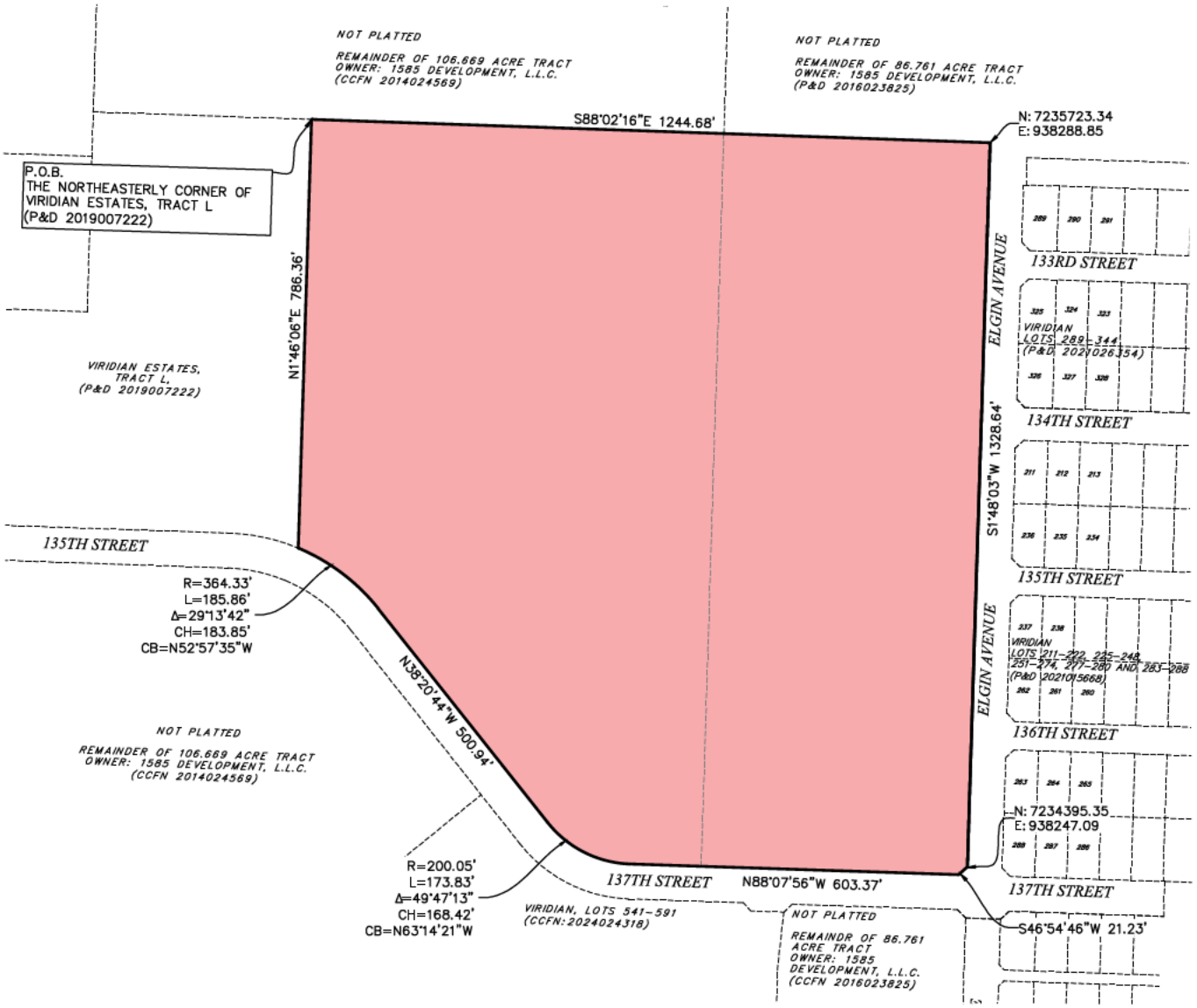
THENCE N 38° 20' 44" W an approximate distance of 500.94 feet;

THENCE Northwesterly along a curve to the left having a radius of 364.33 feet, an arc length of 185.86 feet, a central angle of 29° 13' 42", a chord distance of 183.85 feet and a chord bearing of N 52° 57' 35" W to a point of intersection along the southwestern property line of this tract;

THENCE N 01° 46' 06" E an approximate distance of 786.36 feet to the point of beginning and containing approximately 34.61 acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: 1585 Development, LLC
August 28, 2024

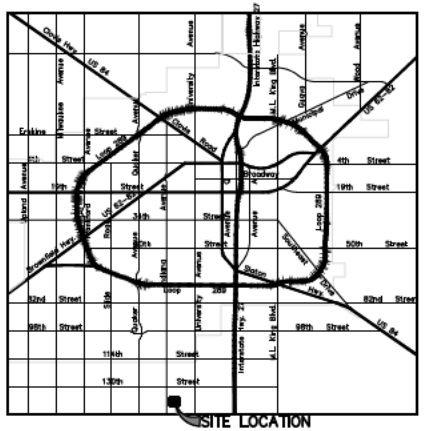


ZONE CHANGE APPLICATION EXHIBIT

A 34.61 ACRE TRACT OF LAND LOCATED IN SECTION 1, BLOCK AK, LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 200'

– ZONING REQUEST SF-2 FROM MDR



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 200'

0 100' 200' 400'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-6976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3257-Q
City Council Meeting	December 3, 2024

Applicant AMD Engineering, LLC

Property Owner 1585 Development, LLC

Council District 4

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- December 18, 2014, Ordinance No. 2014-O0148: The subject property was annexed into city limits and zoned Transition District (T).
- July 9, 2015, Zone Case 3257-A, Ordinance No. 2015-O0069: The northwestern corner of the subject property was rezoned from T to Two-Family District (R-2).
- July 9, 2015, Zone Case 3257-A, Ordinance No. 2015-O0069: The remainder of the subject property was rezoned from T to Single-Family District (R-1) Specific Use for reduced setbacks.
- October 13, 2016, Zone Case 3257-B, Ordinance No. 2016-O0147: The subject property was rezoned from R-2 and R-1 Specific Use for reduced setbacks to R-1 Specific Use for reduced setbacks.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from R-1 Specific Use for reduced setbacks to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 3257-Q: The Planning and Zoning Commission voted to postpone consideration of the request for a zone change from SF-2 to Medium Density Residential District (MDR) by a vote of 5-0-0.
- November 7, 2024 Zone Case 3257-Q: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to MDR by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 72
- Received In Favor: 0
- Received In Opposition: 22 (7 from outside the notification boundary)

Site Conditions and History

The subject property consists of 34.61 acres of unplatted land out of Block AK, Section 1.

Adjacent Property Development

The property to the west is zoned High Density Residential District (HDR) and is developed with apartment buildings. The properties to the north, east, and south are zoned SF-2, including both existing and ongoing development of single-family homes.

Zoning Request and Analysis

Item Summary

The subject property is generally located west of Elgin Avenue and north of 137th Street, on approximately 34.61 acres of unplatted land out of Block AK, Section 1. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Medium Density Residential District (MDR).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Medium Density Residential District (MDR)**

Intent Statements
The purpose of the Low Density Single-Family (SF-2) district is to provide for two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed MDR District is "…to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes."

Traffic Network/Infrastructure Impacts
The location is along 137th Street and Elgin Avenue which are designated as collector streets by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Residential Low Density land uses. While this request is a minor deviation from this designation, it is appropriate in this location, adjacent to other multi-family uses and residential zoning districts. 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 other apartment complexes.

Suitability of Property for Allowed Uses
The property is suitable for the land uses within the MDR district. It may need additional public improvements to support the intensity of uses described in this district, as the property is unplatted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3257-Q

Allowable Uses: Medium Density Residential District (MDR)

Transportation: The proposed development has points of access from 137th Street and Elgin Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
137th Street, *Collector Street*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, four-lane, undivided, paved
Elgin Avenue *Collector Street*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, four-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 4

3.1 **Zone Case 3257-Q:** AMD Engineering, LLC for 1585 Development, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Medium Density Residential District (MDR), at:

- Generally located west of Elgin Avenue and north of 137th Street on approximately 34.61 acres of unplatted land out of Block AK, Section 1.

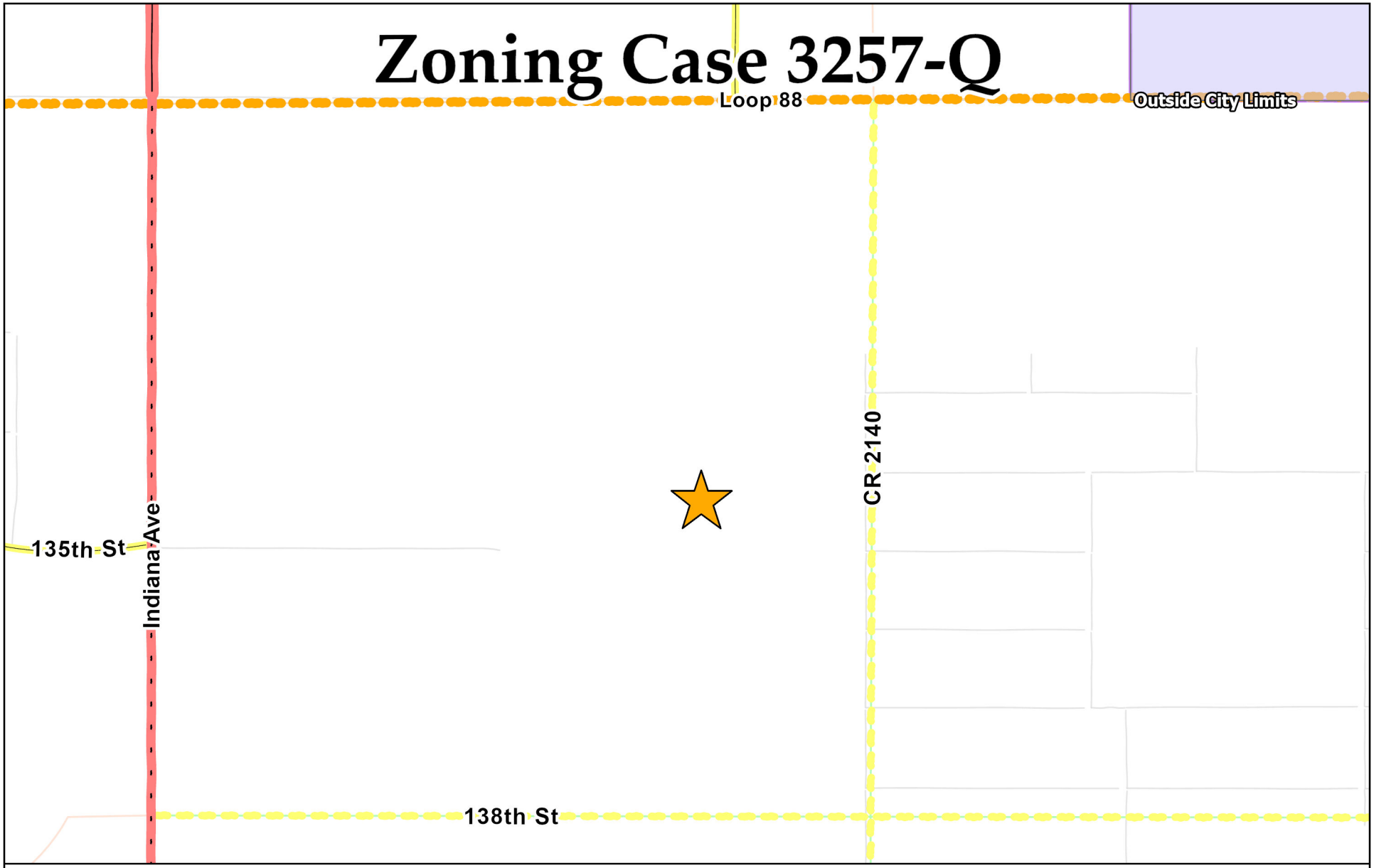
PLANNER CASSIE BERMEA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT CORY DULIN, AMD Engineering, 6515 68th Street, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3257-Q**, a motion was made by **SUSAN TOMLINSON** and seconded by **ZACH SAWYER** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

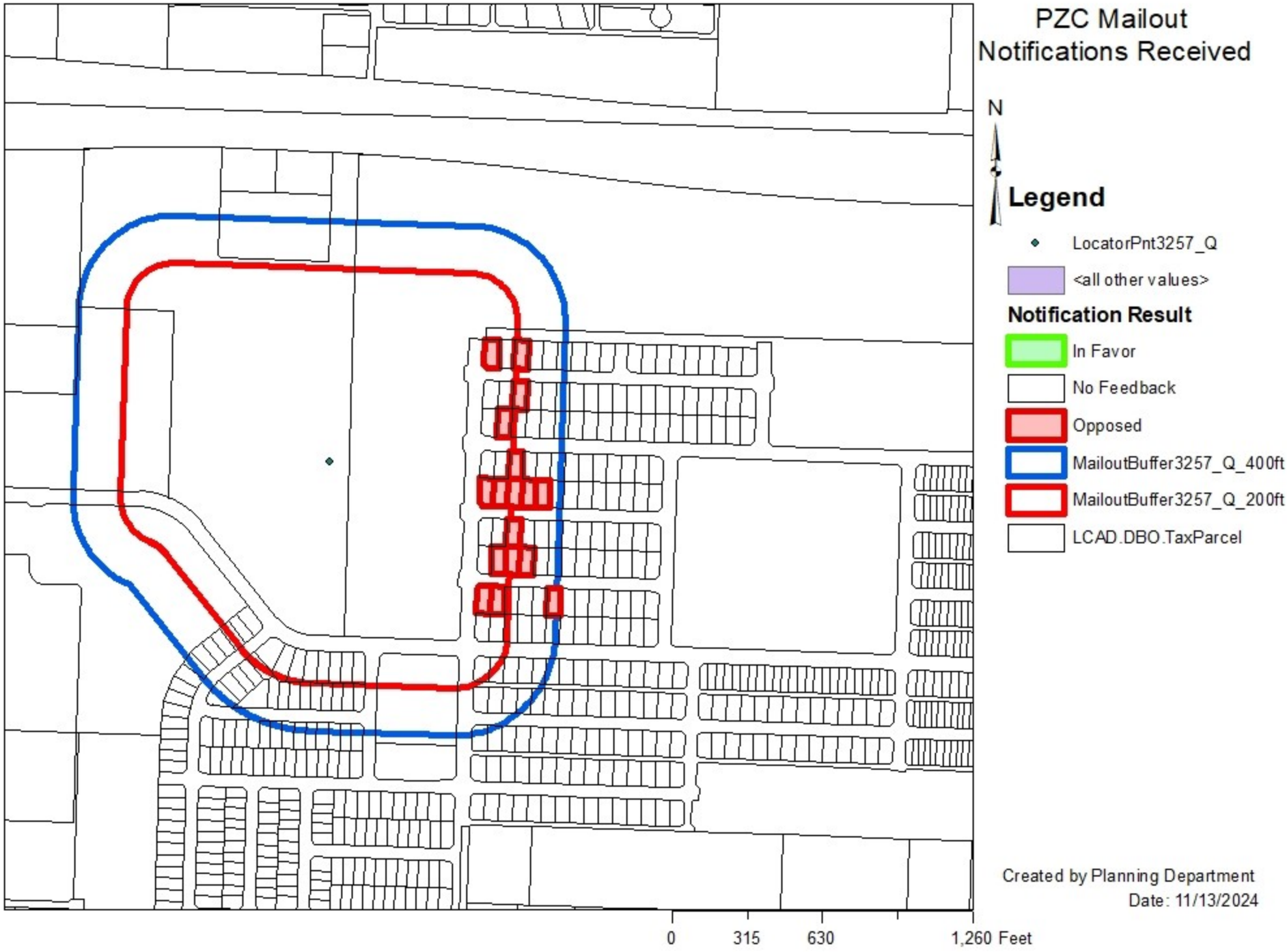
Zoning Case 3257-Q



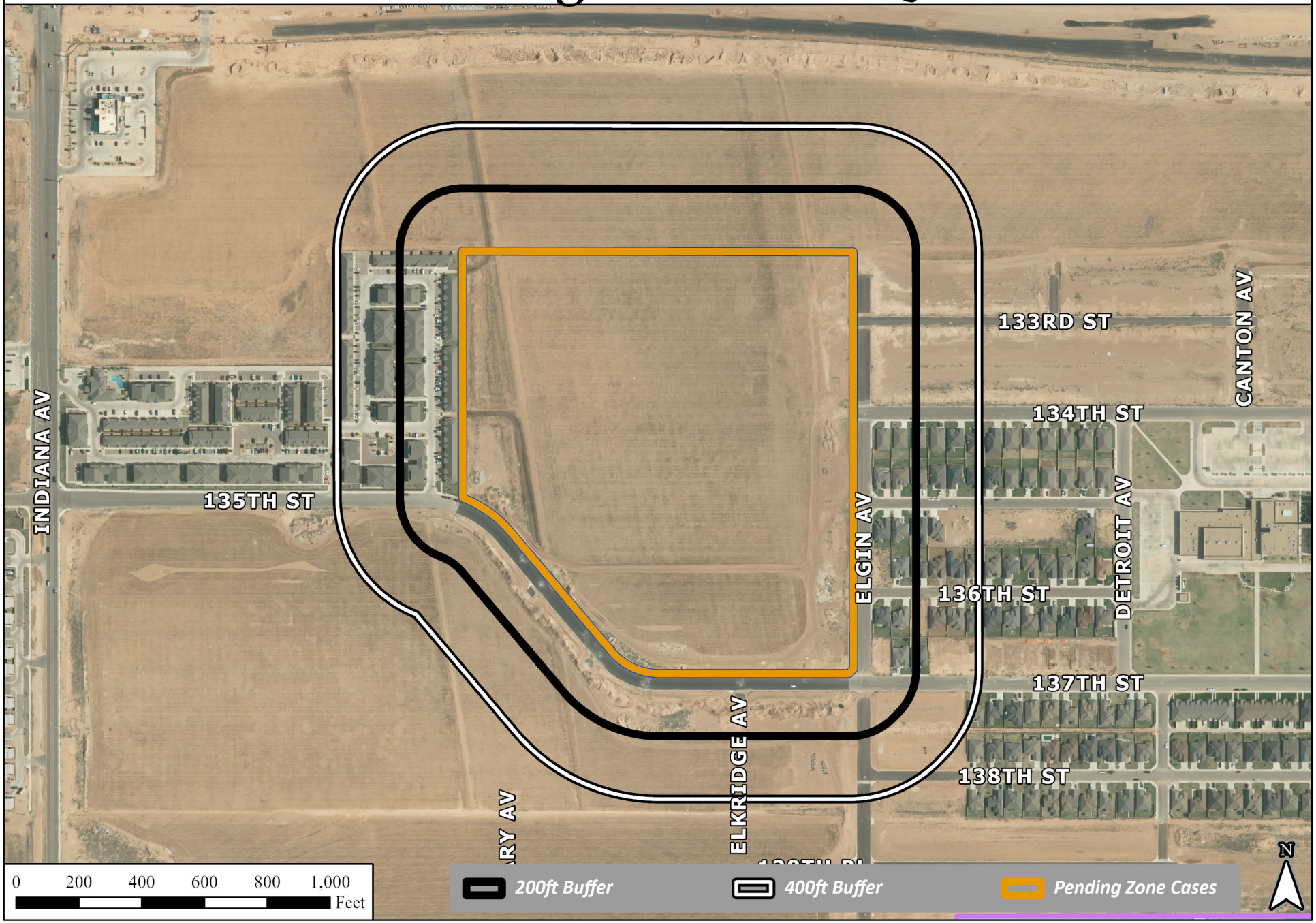
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

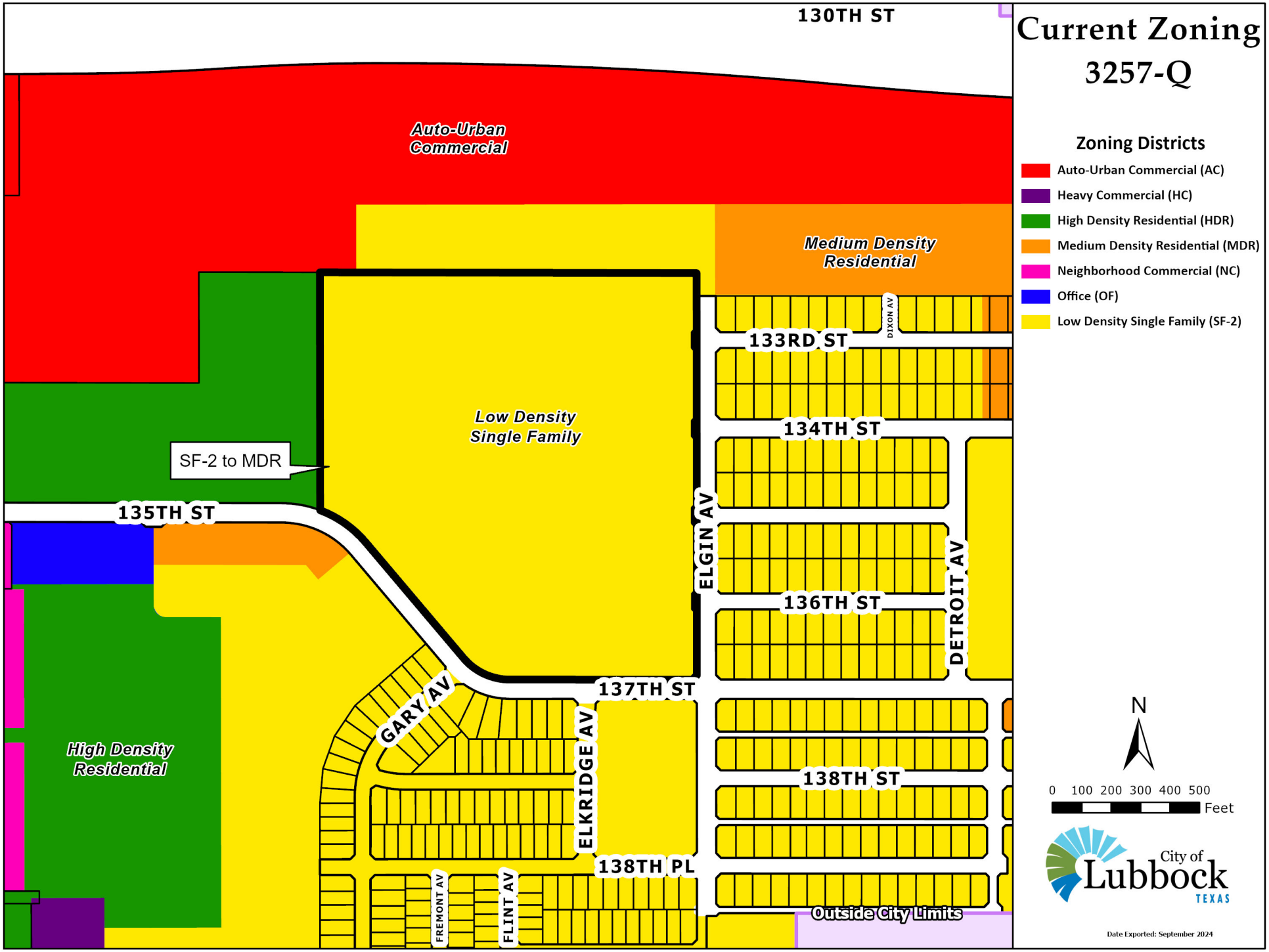
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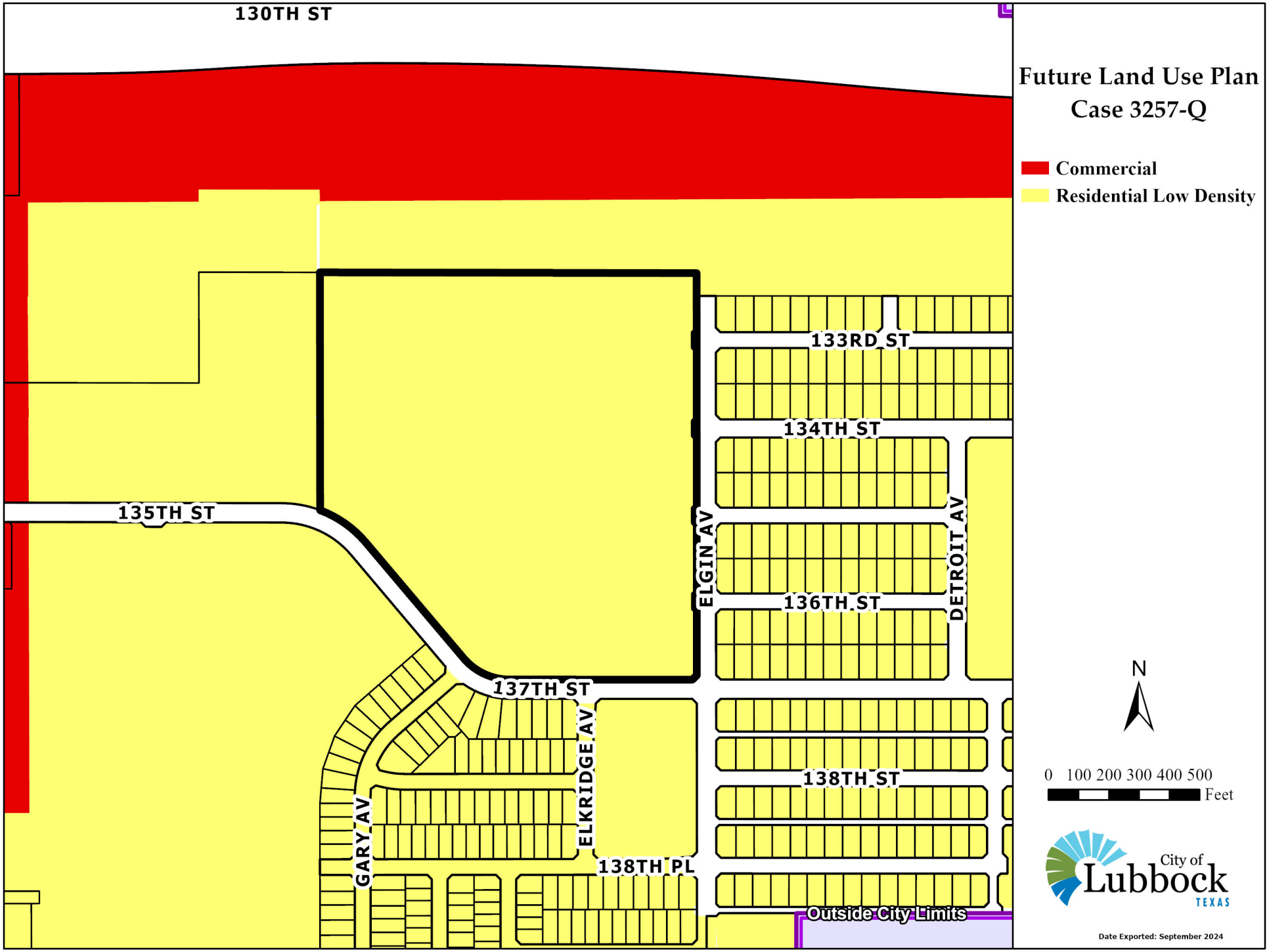
Date Exported: September 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3257_Q
<all other values>
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer3257_Q_400ft
MailoutBuffer3257_Q_200ft
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 11/13/2024
0
315
630
1,260 Feet

Zoning Case 3257-Q




130TH ST
Auto-Urban Commercial
Medium Density Residential
Low Density Single Family
SF-2 to MDR
135TH ST
High Density Residential
133RD ST
134TH ST
136TH ST
137TH ST
138TH ST
138TH PL
DIXON AV
ELGIN AV
DETROIT AV
GARY AV
ELKRIDGE AV
FREMONT AV
FLINT AV
Outside City Limits
Current Zoning
3257-Q
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
High Density Residential (HDR)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Office (OF)
Low Density Single Family (SF-2)
N
0 100 200 300 400 500
Feet
City of Lubbock TEXAS
Date Exported: September 2024


130TH ST
133RD ST
134TH ST
135TH ST
ELGIN AV
DETROIT AV
136TH ST
137TH ST
ELKRIDGE AV
GARY AV
138TH ST
138TH PL
Outside City Limits
Future Land Use Plan
Case 3257-Q
Commercial
Residential Low Density
N
0 100 200 300 400 500
Feet
City of
Lubbock
TEXAS
Date Exported: September 2024



West View.



East View.



North View.



South View –Subject Property

3257-Q

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: NW Corner of 137th Street and Elgin Avenue

Lots/Tracts:

Survey & Abstract: Section 1, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 34.61

Existing Land Use: Undeveloped Existing Zoning: SF-2

Requested Zoning: Medium Density Residential (MDR)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 08/27/2024 Printed Name: Will Stephens

Owner Information

Firm Name: 1585 Development, LLC

Owner:

Address: P o Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806543-0667 Email:

Property Owner's Signature:

Date: 8-27-24 Printed Name: Thomas Payne

Preparer Information

Preparer's Signature:

Date: 08/27/2024 Printed Name: Will Stephens

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.



NOTES:

PARCEL ID
PROP. ID: R325743
GEO_ID/PARCEL #: AC12001-901

SITE AREA:
TOTAL AREA: ±33 ACRES
PROPOSED PROJECT AREA: ±33 ACRES

SITE ZONING:
PROPOSED ZONING: SF-2

BUILDING SETBACKS (REQ'D):
FRONT: 15 FT
SIDE: 10 FT
REAR: 10 FT

PROPOSED UNIT MIX: TBD

DWELLING UNIT POD LEGEND:

- 4 UNIT BUILDINGS (8 BEDROOMS)
- 6 UNIT BUILDINGS (10 BEDROOMS)

UNIT AND BED TOTALS

BUILDING TYPE	QUANTITY	UNITS
4 UNIT	8	32
6 UNIT	40	240
TOTALS	48	272

HORIZONTAL SCALE
1" = 80'
0 80 160 240

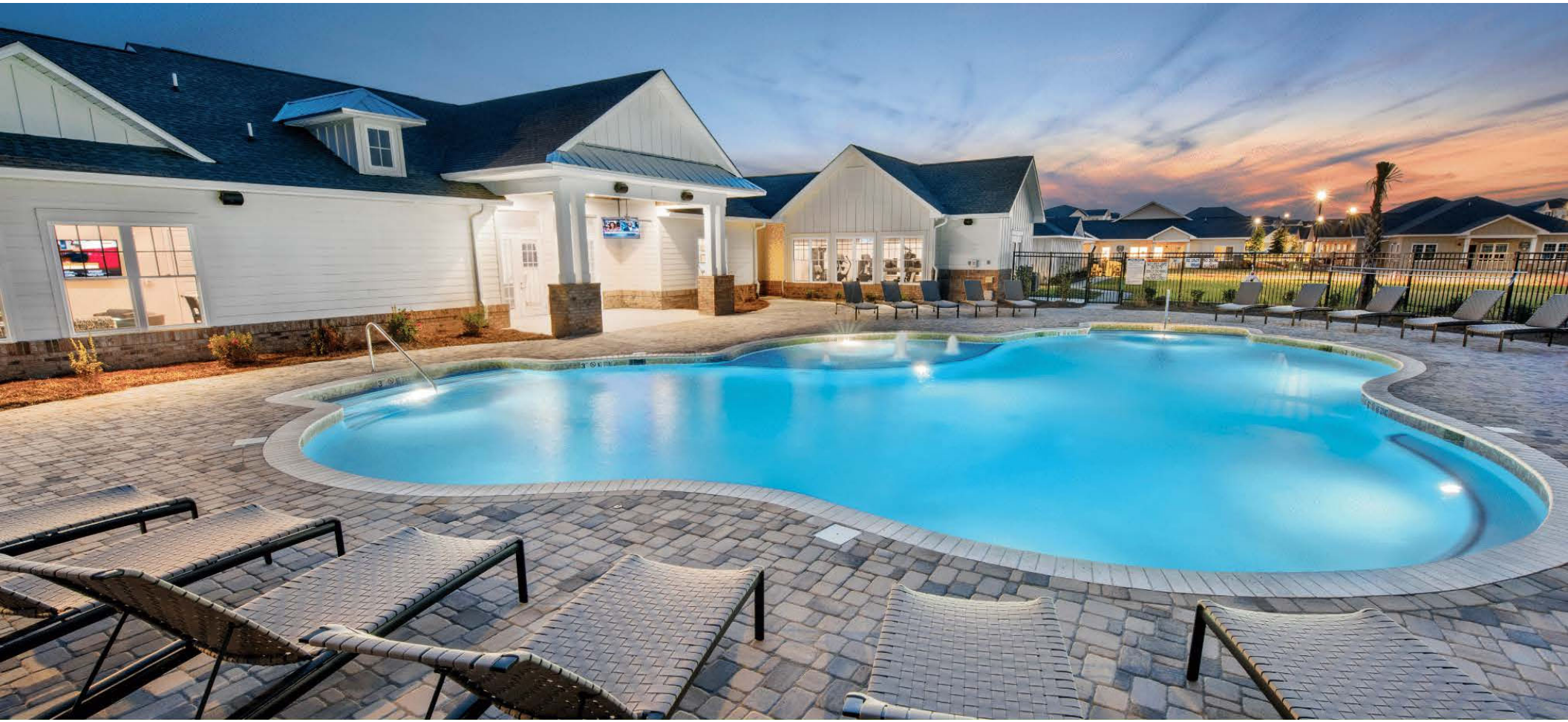
I:\Maxwell-Reddick & Associates, Jobs 2022-2024, 100 MR Development - Wesley - Lubbock, TX Engineering\Design\Conceptual Drawings MR LUBBOCK_CONCEPT 1, PLOT DATE: 8/17/2024 7:12 PM


202
200
201-206
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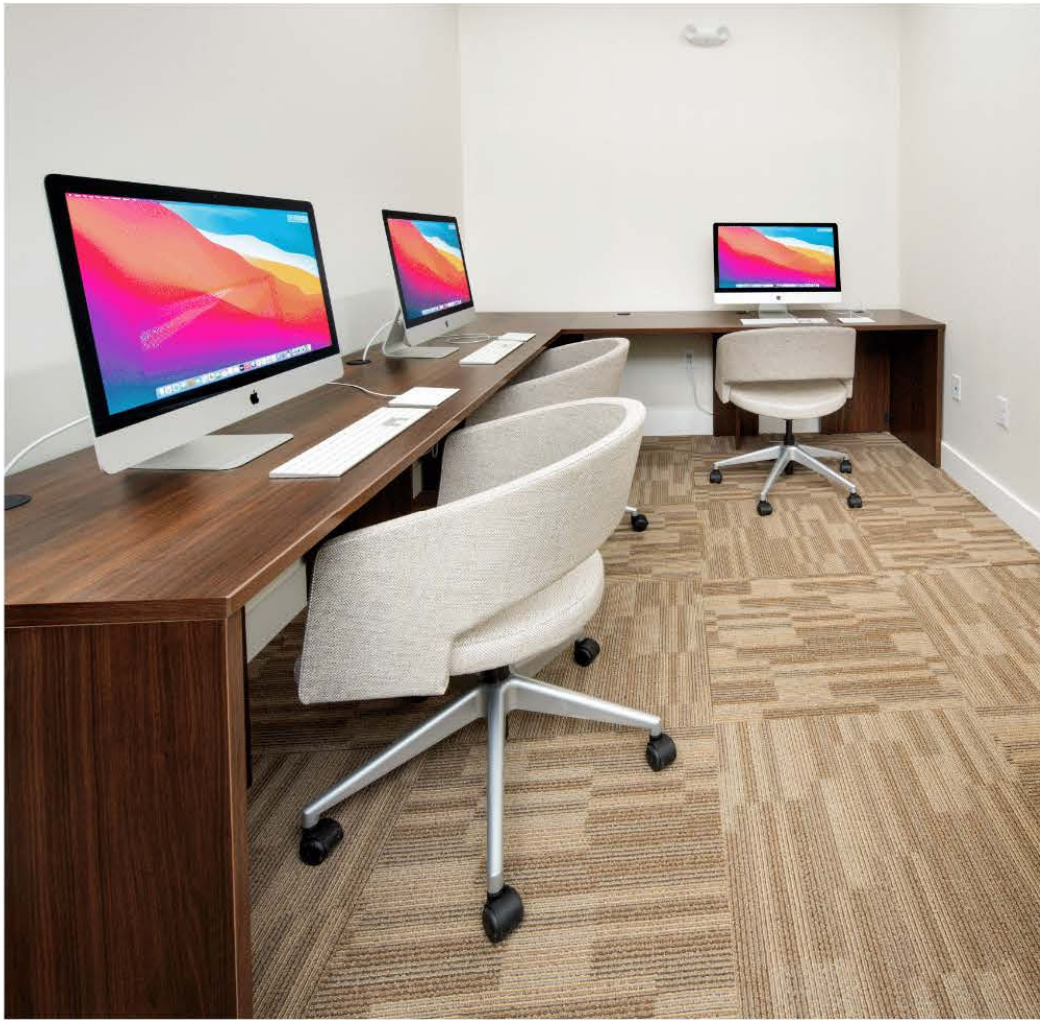

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301





City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3257-O***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Sarah Klassen

Signature: [signature]

Address: 2914 133rd St

Address of Property Owned: 2914 133rd St

Phone Number: 432-209-8169

Email: s.klassen1619@gmail.com

Zone Case Number: **3257-Q** R339916 Recipient 4 of 72

KLASSEN SARAH & ABRAHAM
2914 133RD ST
LUBBOCK TX 79423

RECEIVED
SEP 24 2024
BY:

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Planning Department
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In Favor ___

Opposed /

Reasons and/or Comments:

Print Name JILL POGOY

Signature: [signature]

Address: 2915 136TH ST. LUBBOCK TX 79423

Address of Property Owned: 2915 136TH ST. LUBBOCK TX 79423

Phone Number: ___

Email: lij_uy-pogoy@yahoo.com.ph

Zone Case Number: **3257-Q** R339879 Recipient 17 of 72
POGOY, JILL UY
2915 136TH ST
LUBBOCK TX 79423

Scanned with CamScanner

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor ___

Opposed X

Reasons and/or Comments:

We believe our single-family homes will be significantly affected in home values going downward. Also the land marked off for the zone change included the area we were told would be our community pool and walking trails. If the zone change passed, it will destroy one of the main reasons we purchased our home here! We would be left with nothing & that's not fair to the 100's of homeowners that have already purchased our homes.

Print Name ROBERT & Toi FORSWALL

Signature: Toi Forswall, Robert Forswall

Address: 2920 136th Street Lubbock 79423

Address of Property Owned: 2920 136th Street

Phone Number: 214-914-5584 682-265-7361

Email: toiforswall@gmail.com rforswall5@gmail.com

Zone Case Number: **3257-Q** R339870 Recipient 20 of 72
FORSWALL ROBERT G & TOI B
2920 136TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

P&Z Case No.: 3257-O
In favor ___
Opposed X

Reasons and/or comments:
- lower home value
- Increased traffic in already congested area
- takeaway promised HOA ammenities
- Less safe for families

Name: Courtney Stanley
Signature: Courtney Stanley

Address: 2705 138th ST. Lubbock, TX 79423

Address of property owned: same

Phone: 714-313-9937

email: c_stanley55@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor

Opposed X

Reasons and/or Comments:

#1-Opposed due to decreased property values

#2- bought and built in this subdivision as the developer plans showed all single family homes & amenities

#3- ↑ traffic with delays to get out of neighborhood as it is.

Print Name Kayla Crowell

Signature: KCrowell

Address: 2921 135th St. Lubbock 79423

Address of Property Owned: Owned by Kayla & Colten Crowell

Phone Number: 480-414-5541

Email: Kaylajoe3@live.com

2921 135th St, Lubbock, 79423
Owned by Kayla & Colten Crowell
& occupied

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Kevin Cortez

Signature: K

Address: 2914 135th Lubbock, TX 7943

Address of Property Owned: "

Phone Number: 806-543-3255

Email: kevinsc1234@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Brittney Rubio

Signature: BRubio

Address: 2922 135th St

Address of Property Owned: ____

Phone Number: 806-401-2632

Email: fordbrittney09@hotmail.com

Zone Case Number: **3257-Q** R339845 Recipient 56 of 72

RUBIO MICHAEL A & BRITTNEY A
2922 135TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor ____

Opposed X

Reasons and/or Comments:

There is insufficient traffic development, causing unsafe conditions. Additionally, when the developer sold the properties the development was claimed to be low-density residential.

Print Name Genesis Crowe

Signature: [signature]

Address: 2719 138th St, Lubbock, Tx 79423

Address of Property Owned: 2719 138th St Lubbock, Tx 79423

Phone Number: 254-537-3764

Email: genesis27000@gmail.com

I am opposed to P+Z Case No: 3257-O

I do not want to see a multifamily property in place in this neighborhood. I would like to see the development complex as it was shown in February 2023 when I purchased my home.

Gretchen Koen

Gretchen Koen

2918 135th Street Lubbock, TX 79423

2918 135th Street Lubbock, TX 79423

(806) 790-3237

gquebe24@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor

Opposed X

* Why wasn't this notice mailed to everyone in the neighborhood*

Reasons and/or Comments: We bought in this area after we were shown the developer plans of single family homes. This proposal will bring down the value of our properties & it will decrease the appeal of our community. As it is today, it can take anywhere from 20-30 minutes to turn out of our neighborhood & get across 130th via Indiana or University. A complex of this size will only worsen what is already unsafe.

Print Name Josh & Shannon Gannon

Signature: Josh Gannon Shannon A Gannon

Address: 2920 135th St. Lubbock 79423

Address of Property Owned: Owned 2920 135th St. 79423

Phone Number: 970-218-9857

Email: Swagner.rn@gmail.com

Zone Case Number: **3257-Q** R339844 Recipient 7 of 72

GANNON SHANNON A & JOSHUA M
2920 135TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed X

Reasons and/or Comments:

#1- Opposed to decreased property values
#2- bought in this subdivision as developer plans showed ALL single family homes surrounding our lot. NO ALLEYS. Cleaner community appearance w/ ammenities
#3 traffic is horrible as it is, large resident building will only worsen the situation

Print Name Mark + Brenda Wagner
Signature: [signature] Brenda Wagner
Address: 2926 135th St
Address of Property Owned: 2926 135th St
Phone Number: 612-756-4859 (B) 612-756-2175 (m)
Email: busag29@gmail.com grocer55@gmail.com

Zone Case Number: **3257-Q** R339847 Recipient 26 of 72
WAGNER MARK & BRENDA TRUST
MARK A & BRENDA L WAGNE 2926 135TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3257-O***

In Favor ____

Opposed ✓

Reasons and/or Comments:
Deminish property value
More traffic
Safety concerns due to more traffic
Not what was communicated by the developer and HOA. ~~[illegible]~~ original plans are what sold most of the residents on Viridian.

Print Name Kelsey Wagner
Signature: Kelsey Wagner
Address: 2925 136th St.
Address of Property Owned: 2925 136th St.
Phone Number: 303 908 6443
Email: kelwag24@gmail.com

Zone Case Number: **3257-Q** R339874 Recipient 29 of 72
WAGNER, KELSEY
2925 136TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ✓

Reasons and/or Comments:

- Diminish of property value
- Not what promised from HOA
- More traffic

Print Name Andrew & Monica ~~Guerra~~ Guerra

Signature: Monica Guerra

Address: 2923 136th St.

Address of Property Owned: 2923 136th St.

Phone Number: 806 891-7545

Email: monica.guerra305@gmail.com

Zone Case Number: **3257-Q** R339875 Recipient 22 of 72

GUERRA ANDREW R & MONICA M
2923 136TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ✓

Reasons and/or Comments:

1) This is where the ammenities are to be for our neighborhood. Why do we pay an HOA if these would possibly go away? We chose this neighborhood because of the ammenities that would eventually come.

2) As a real estate agent, this would drastically affect our property values in a negative way. [redacted]

3) Traffic is currently awful in this neighborhood when trying to leave. Having more housing than what it's meant for [redacted] will only increase the problem rather than helping with the issue.

Print Name RYAN BRAQUET

Signature: Ryan Braquet

Address: 2913 135th St. LUBBOCK, TX 79423

Address of Property Owned: 2913 135th St. LUBBOCK, TX 79423

Phone Number: 806-470-2176

Email: ryan.braquet@gmail.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed X

Reasons and/~~or~~ Comments:

One reason for us choosing this Hoa Community was for the attractive Park and swimming pool Perks.

Print Name Wendy A. Perez

Signature: Wendy A

Address: 2902 137th St. Lubbock, TX 79423

Address of Property Owned: 2902 137th St Lubbock, TX 79423

Phone Number: 575-317-4756

Email: heartwendy12@hotmail.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Alexis Favela

Signature: Alexis Favela

Address: 2903 134th St. Lubbock, TX 79423

Address of Property Owned: 2903 134th St. Lubbock, TX 79423

Phone Number: 915-316-5642

Email: ajfavela21@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Logan Shoemaker

Signature: [signature]

Address: 2921 134th ST Lubbock, TX 79422

Address of Property Owned: 2921 134th ST

Phone Number: (208) 860-3242

Email: logan.shoemaker.ls@gmail.com

Zone Case Number: **3257-Q** R339824 Recipient 1 of 72

STRICKLAND COREY & SHOEMAKER LOGAN
2921 134TH ST
LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed ✓

Reasons and/or Comments:

We don't want our home to have apartments across the street. Where is the pool & hiking trails What is our HOA money going for. We have been told our buy the planner. Very upset!

Print Name KERRY ANN CONRAD

Signature: Kerry Ann Conrad

Address: 2924 136th St.

Address of Property Owned: Same as above

Phone Number: (806) 281-2600

Email: kconrad2385@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed X

Reasons and/or Comments:

False claims were made by the HOA Hawkize Property Management. We will not be given our HOA promised amenities.

Print Name Amanda Nauert

Signature: _____

Address: 2924 135th Street

Address of Property Owned: same

Phone Number: 806-781-9390

Email: ajgranger21@gmail.com

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Planning and Zoning Commission
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In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Sherri Faulkner

Signature: Sherri Faulkner

Address: 2718 138th Street
11

Address of Property Owned: ___

Phone Number: 806 205 2013

Email: sfaulkner2240@gmail.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ___

Opposed ✓

Reasons and/or Comments:
My property - "Single family - House 2918 133rd" was sold to me to be a Single Housing Community
Family
it needs to be for Single family Houses!
No Medium Density Residential District!!

Print Name Terry L, Robert O. & Jennifer Hamilton

Signature: Terry L Weaver

Address: 2918 133rd St (and 3015 31st St Lubbock 79410)

Address of Property Owned: 2918 133rd St 79423

Phone Number: 806 252-0537

Email: tleweaver@yahoo.com

Zone Case Number: **3257-Q** R339914 Recipient 13 of 72

WEAVER TERRY L & ROBERT O &
JENNIFER HAMILTON 3015 31ST ST
LUBBOCK TX 79410

RECEIVED
OCT 24 2024
BY:

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Planning Department
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3257-O***

In Favor ____

Opposed X

Reasons and/or Comments:

Traffic is already too high for infrastructure. This neighborhood is full of young children, and the increased population poses a safety risk. This would also devalue the property within viridian. 1

Print Name Jeremy Hobbs

Signature: Jeremy Hobbs

Address: 2913 133rd St

Address of Property Owned: 2913 133rd Street

Phone Number: 806-367-3371

Email: jdhobbs93@gmail.com

Zone Case Number: **3257-Q** R339948 Recipient 5 of 72

HOBBS JEREMY & EVELYN
2913 133RD ST
LUBBOCK TX 79423

RECEIVED
NOV 12 2024
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-O0154, for Zone Case 3511, a request of AMD Engineering, LLC for BARCCC Ventures, LLC – Series C, and Crowtracks, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 3201 116th Street, located south of 116th Street and east of Indiana Avenue, on 29.61 acres of unplatted land out of Block E-2, Section 21, and consider an ordinance.

Item Summary

On December 3, 2024, the City Council approved the first reading of the ordinance, unanimously.

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 November 7, 2024, 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 3511
Staff Report 3511
Documentation 3511

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3511; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 3201 116TH STREET, LOCATED SOUTH OF 116TH STREET AND EAST OF INDIANA AVENUE, ON 29.61 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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 39.07.007 of the Unified Development Code, 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. 3511

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **HC** zoning district at **3201 116th Street, located south of 116th Street and east of Indiana Avenue, on 29.61 acres of unplatted land out of Block E-2, Section 21,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code 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 _____.

_____
MARK W. MCBRAYER, 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/ZC3511
November 7, 2024

Exhibit "A"

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 21, BLOCK E2,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 29.61-acre tract of land located in Section 21, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that is the northwest corner of Section 21, Block E-2 bears N. 01°49'52" E. a distance of 689.27' and N. 88°10'08" W. a distance of 1420.00'.

THENCE S 88° 12' 35" E an approximate distance of 643.11 feet;

THENCE N 01° 46' 41" E an approximate distance of 30.00 feet;

THENCE S 88° 13' 52" E an approximate distance of 351.34 feet;

THENCE S 01° 44' 30" W an approximate distance of 1320.32 feet;

THENCE N 88° 12' 24" W an approximate distance of 660.03 feet;

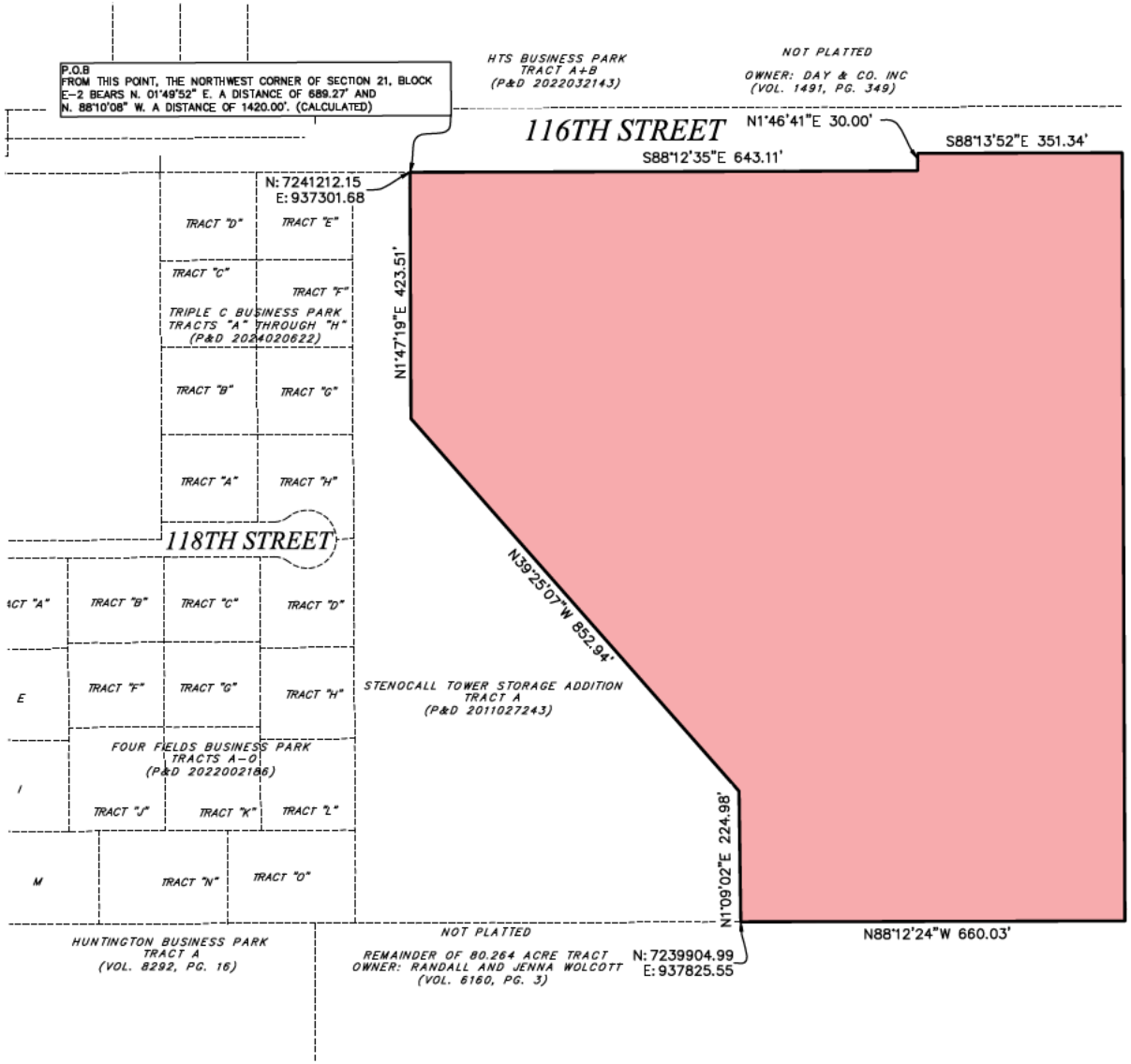
THENCE N 01° 09' 02" E an approximate distance of 224.98 feet;

THENCE N 39° 25' 07" W an approximate distance of 852.94 feet;

THENCE N 01° 47' 19" E an approximate distance of 423.51 feet to the point of beginning and containing approximately 29.61 acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: CROWTRACKS, LLC
October 23, 2024

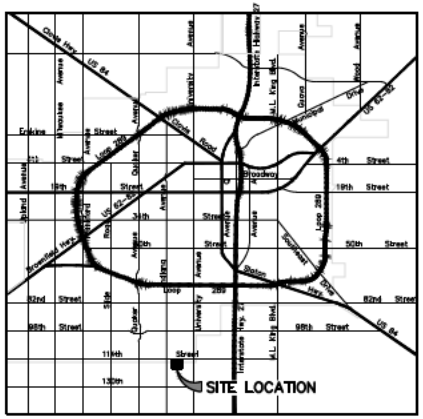


ZONE CHANGE APPLICATION EXHIBIT

A 29.61 ACRE TRACT OF LAND LOCATED IN SECTION 21, BLOCK E2, LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 200'

– ZONING REQUEST HEAVY COMMERCIAL FROM SF-2



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 200'

0 100' 200' 400'

AMD
CIVIL ENGINEERIN
LAND SURVEYIN
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-59
Fax: 806-771-76
TBPE Reg. # F-91
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3511
City Council Meeting	December 3, 2024

Applicant AMD Engineering, LLC

Property Owner BARCCC Ventures, LLC – Series C and Crowtracks, LLC

Council District 4

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- December 7, 2006, Ordinance No. 2006-O0121: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code (UDC).
- November 7, 2024, Zone Case 3511: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Heavy Commercial District (HC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The subject property is currently unplatted. Previously, a golf facility was constructed on the property, with several small structures remaining.

Adjacent Property Development

The surrounding properties are zoned HC to the west and south, and SF-2 to the north. The subject property is bordered by the city limits to the east. Mini-warehouses are developed on property to the west, with vacant land to the north and south. A contractor yard is located to the east, outside of city limits.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3201 116th Street, located south of 116th Street and east of Indiana Avenue, on 29.61 acres of unplatted land out of Block E-2, Section 21.The applicant is requesting a zone change from SF-2 to HC.

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Heavy Commercial District (HC)**

Intent Statements

The intent of the Low Density Single-Family (SF-2) district is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

The intent of the proposed Heavy Commercial District (HC) is to provide "for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts
The location is along 116th Street which is designated as a Local Street, by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone 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 Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate considering the existing adjacent zoning districts and land uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed use.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

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 3511

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has a point of access from 116th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
116th Street, Local Street, Complete	R.O.W. 60 feet, 2 lane, undivided, paved.	R.O.W. 60 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 4

3.2 **Zone Case 3511:** AMD Engineering, LLC for BARCCC Ventures, LLC – Series C and Crowtracks, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 3201 116th Street, located south of 116th Street and east of Indiana Avenue, on 29.61 acres of unplatted land out of Block E-2, Section 21.

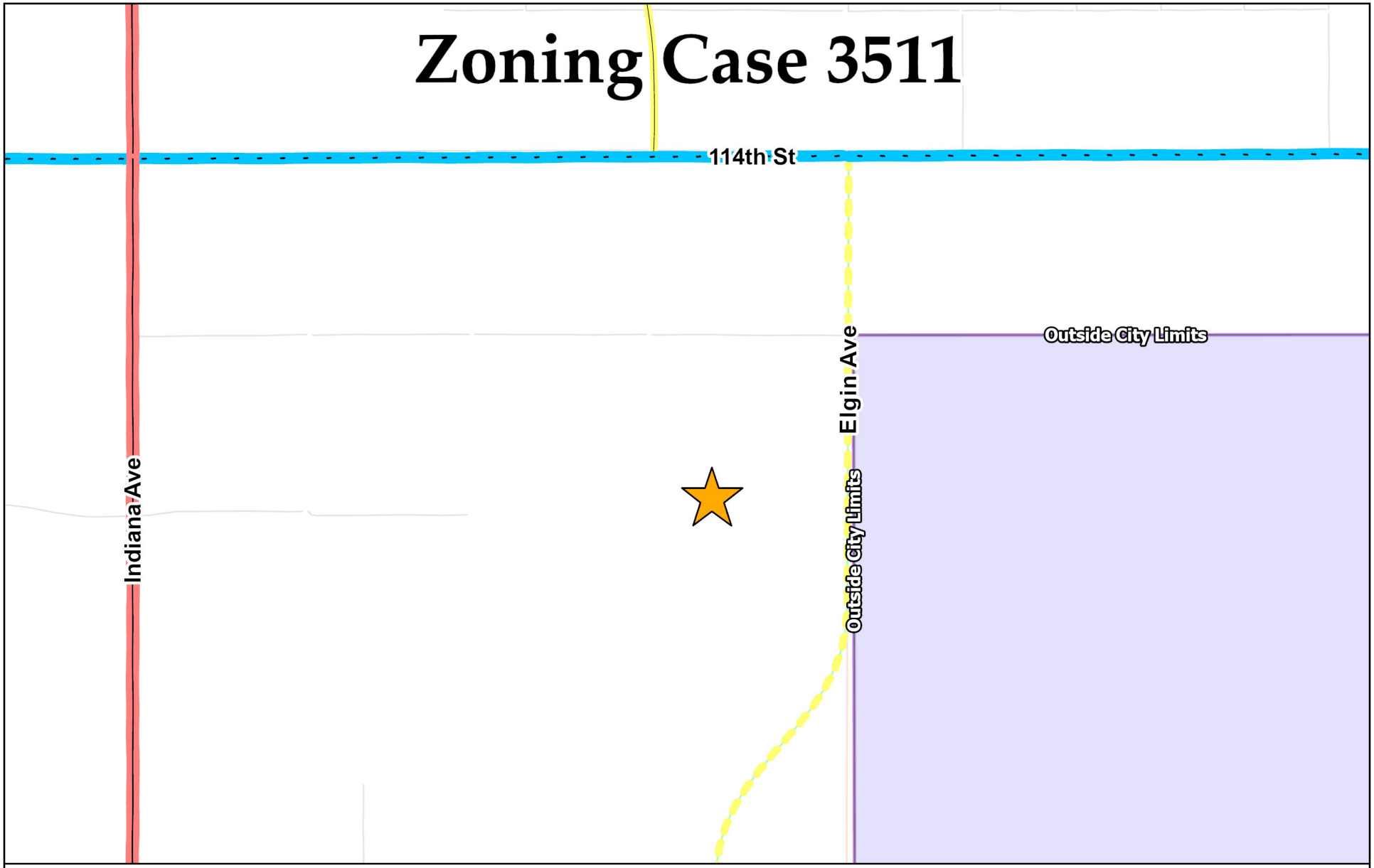
PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT CORY DULIN, AMD Engineering, 6515 68th Street, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3511,** a motion was made **BRANDON HARDAWAY** and seconded by **TANNER NOBLE** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

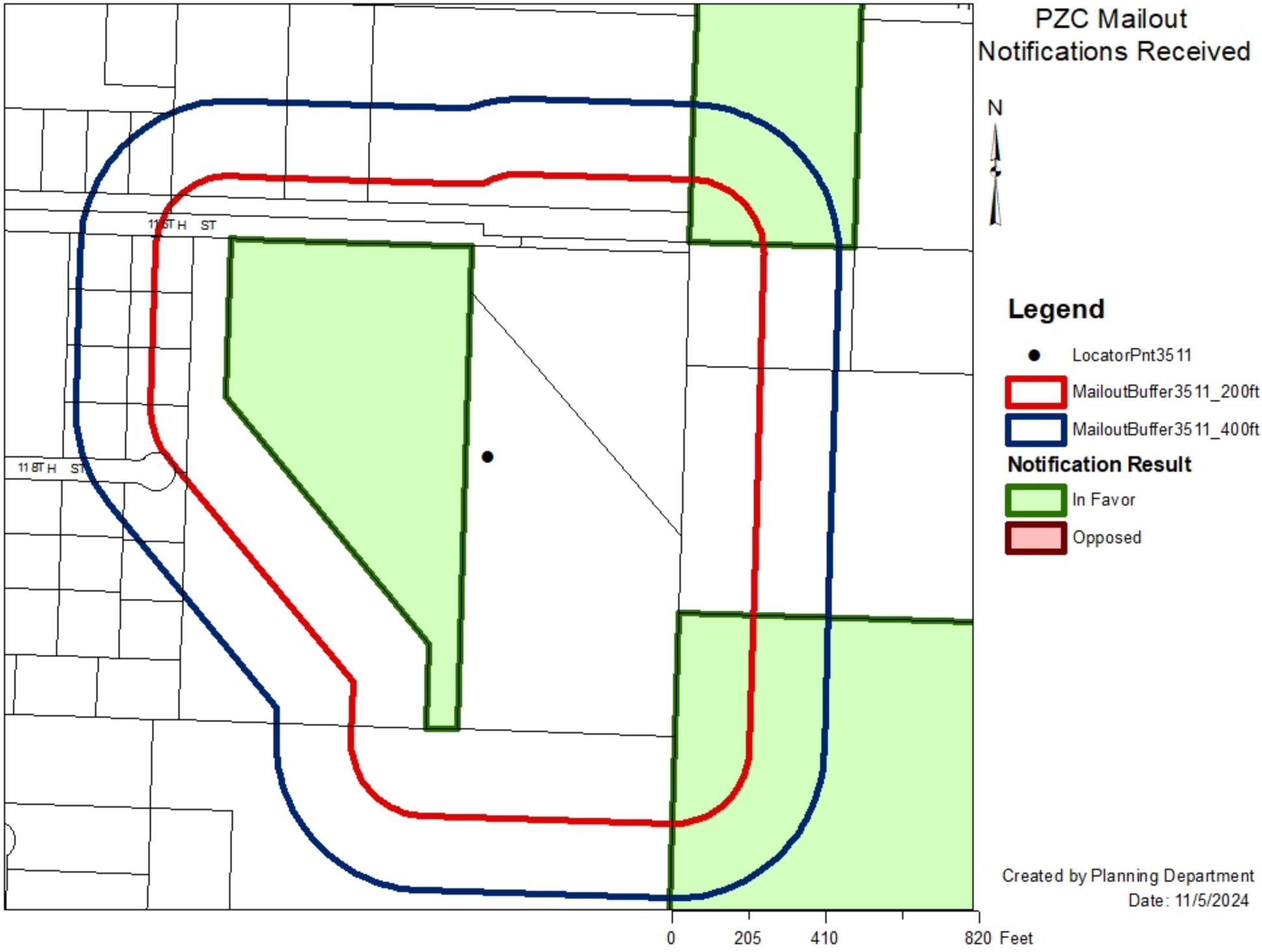
Zoning Case 3511



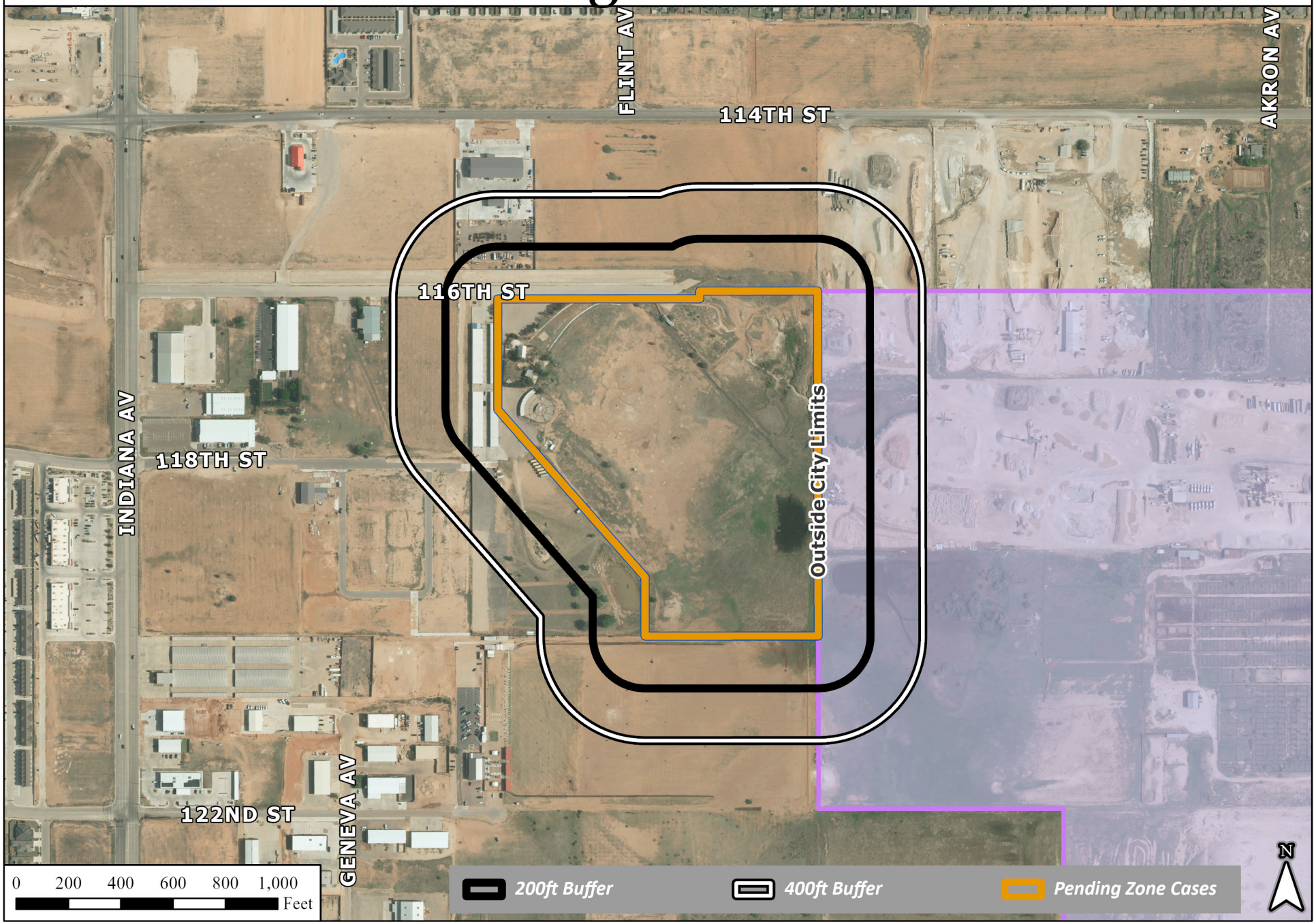
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

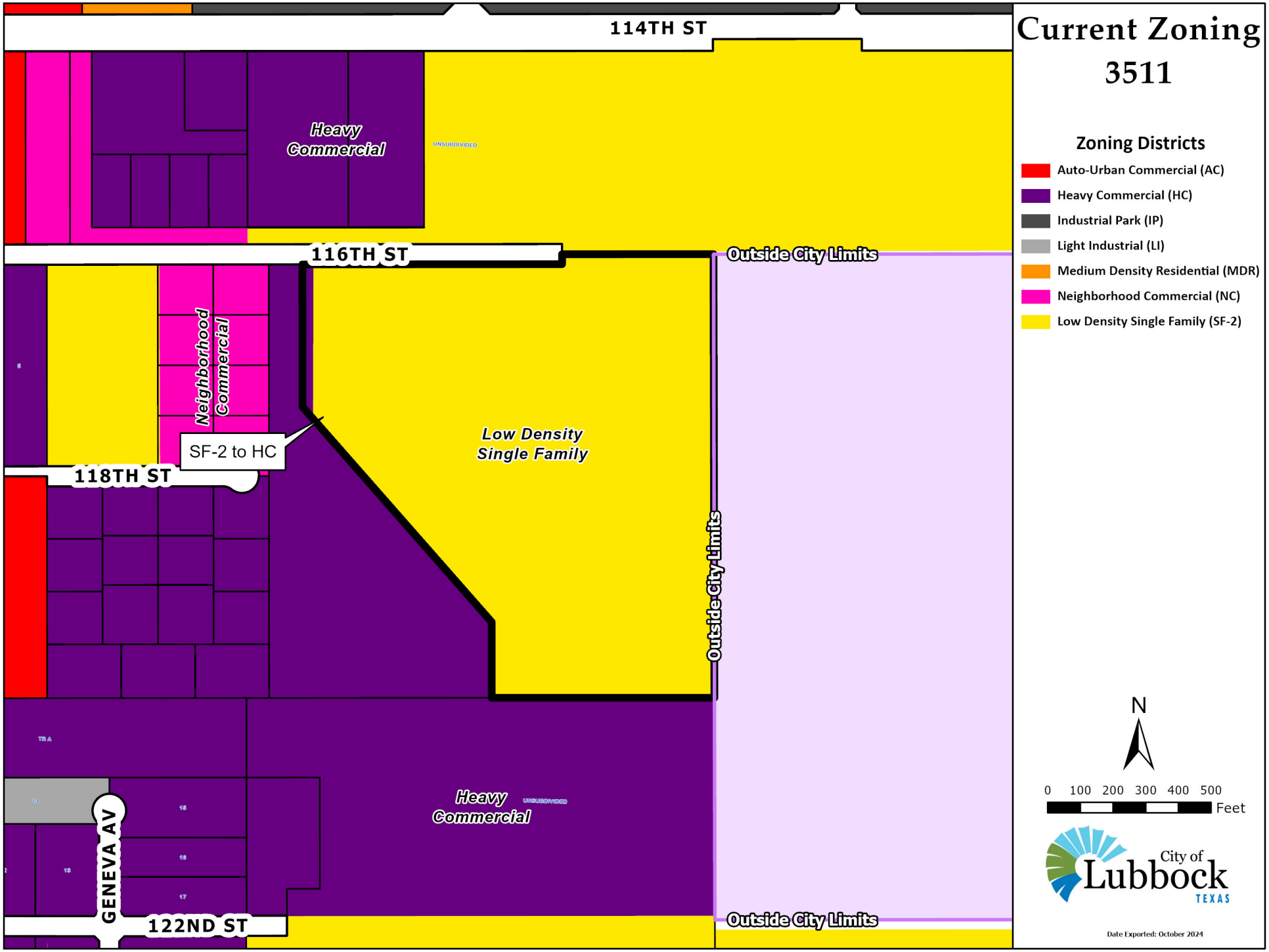
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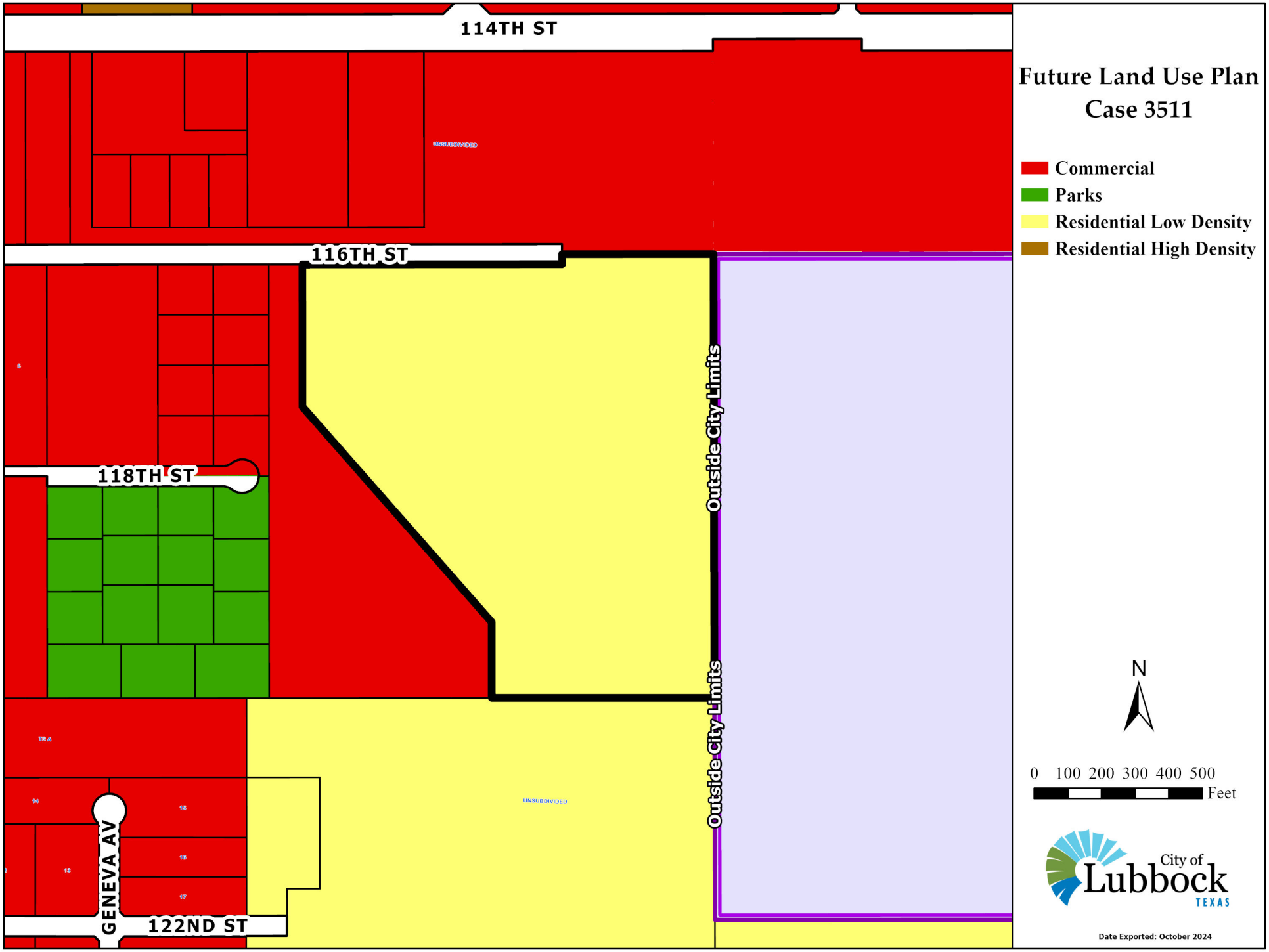
Date Exported: October 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3511
MailoutBuffer3511_200ft
MailoutBuffer3511_400ft
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 11/5/2024
0
205
410
820 Feet

Zoning Case 3511




114TH ST
Heavy Commercial
UNSUBDIVIDED
116TH ST
Outside City Limits
Neighborhood Commercial
Low Density Single Family
SF-2 to HC
118TH ST
Outside City Limits
Heavy Commercial
UNSUBDIVIDED
GENEVA AV
122ND ST
Outside City Limits
Current Zoning
3511
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
Industrial Park (IP)
Light Industrial (LI)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
N
0 100 200 300 400 500
Feet
City of Lubbock TEXAS
Date Exported: October 2024


114TH ST
116TH ST
118TH ST
122ND ST
GENEVA AV
Outside City Limits
Outside City Limits
UNSUBDIVIDED
UNSUBDIVIDED
TR A
Future Land Use Plan
Case 3511
Commercial
Parks
Residential Low Density
Residential High Density
N
0 100 200 300 400 500
Feet
City of
Lubbock
TEXAS
Date Exported: October 2024

3511



View south. Subject property.



View north.



View east.



View west.

Docusign Envelope ID: BE668B9F-6EBE-4D12-ACFD-D41375DFCC17

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3201 116th Street

Lots/Tracts: Unplatted-BLK E2 SEC 21 AB 270 TR A1B

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 29.61

Existing Land Use: _____ Existing Zoning: SF-2

Requested Zoning: HC

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th St. Suite 300 City: Lubbock State: Tx

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: W. Stephens

Date: 09/27/2024 Printed Name: Will Stephens

Owner Information

Firm Name: Barccc Ventures, LLC - Series C

Owner: Clay Cash

Address: 7717 Milwaukee Ave STE 500-402 City: Lubbock State: TX

ZIP Code: 79424 Telephone: +1 (806) 548-1881 Email: _____

Property Owner's Signature: Clay Cash
DocuSigned by: 3DAF5A4BD445421...

Date: 10/1/2024 Printed Name: 10/1/2024

Preparer Information

Preparer's Signature: W. Stephens

Date: 09/27/2024 Printed Name: Alice Melendez

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.

Authentisign ID: 1265C8F2-2B80-EF11-8473-002248299057

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3201 116th Street

Lots/Tracts: Unplatted-BLK E2 SEC 21 AB 270 TR A1B

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 29.61

Existing Land Use: Existing Zoning: SF-2

Requested Zoning: HC

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th St. Suite 300 City: Lubbock State: Tx

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 09/27/2024 Printed Name: Will Stephens

Owner Information

Firm Name: CROWTRACKS LLC

Owner: Greg Reynolds

Address: 7306 Ave X Lubbock, TX 79423 City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-577-0187 Email:

Property Owner's Signature: Greg Reynolds 10/01/24

Date: 10/01/24 Printed Name: Greg Reynolds

Preparer Information

Preparer's Signature:

Date: 09/27/2024 Printed Name: Alice Melendez

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3511***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Clay C. Cash

Signature: [signature]

Address: 7717 Milwaukee Ave Ste 500-403 Lubbock 79424

Address of Property Owned: 3201 116th St.

Phone Number: (806) 548-1881

Email: clay@barccc.com

Zone Case Number: **3511** R321291 Recipient 17 of 17

BARCCC VENTURES LLC - SERIES C
7717 MILWAUKEE AVE STE 500-402
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3511***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name DAVID PORTAR

Signature: D

Address: 1085 MIAMI AVE

Address of Property Owned: 1201G UNIVERSITY AVE

Phone Number: 806-789-6072

Email: GASgoyledave@YAHOO.COM

Zone Case Number: **3511** R97679 Recipient 11 of 17
STORAGE X WAREHOUSES & RV - STOCKYARDS LL
5625 COUNTY ROAD 7410
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3511***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Steve Turner

Signature: [signature]

Address: _____

Address of Property Owned: 11820 Univ & 3001-114th

Phone Number: 806 548 3721

Email: lonestar steve@nts-online.net

Zone Case Number: **3511** R84015 Recipient 10 of 17

TURNER STEVE & WESLEY SANDERS
11820 UNIVERSITY AVE
LUBBOCK TX 79423

RECEIVED
NOV 04 2024
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2024-O0155, for Zone Case 3207-A, a request of Hugo Reed and Associates, Inc. for West End Hotels, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Heavy Commercial District (HC), at 2909 Iola Avenue, located at the intersection of 29th Street and Iola Avenue, West End Addition, Tract K, and consider an ordinance.

Item Summary

On December 3, 2024, the City Council approved the first reading of the ordinance, unanimously.

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 November 7, 2024, 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 3207-A
Staff Report 3207-A
Documentation 3207-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3207-A; A ZONING CHANGE FROM SF-2 AND HC TO HC ZONING DISTRICT AT 2909 IOLA AVENUE, LOCATED AT THE INTERSECTION OF 29TH STREET AND IOLA AVENUE, WEST END 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, 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 39.07.007 of the Unified Development Code, 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. 3207-A

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2 and HC** to **HC** zoning district at **2909 Iola Avenue, located at the intersection of 29th Street and Iola Avenue, West End 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 39.09.004 of the Unified Development Code 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 _____.

MARK W. MCBRAYER, 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/ZC3207-A
November 7, 2024

Staff Report	Zone Case 3207-A
City Council Meeting	December 3, 2024

Applicant Hugo Reed and Associates, Inc.

Property Owner West End Hotels, LLC

Council District 6

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- July 11, 2013, Zone Case: 3207, Ordinance No. 2013-O0063: The eastern portion of the subject property was rezoned from R-1 to Interstate Highway Commercial District (IHC).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from R-1 and IHC to Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) with the adoption of the Unified Development Code (UDC).
- November 7, 2024, Zone Case 3207-A: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 and HC to HC by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 9
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted as West End Addition, Tract K on October 17, 2017. The property is currently developed with a hotel.

Adjacent Property Development

To the north is undeveloped land, zoned High Density Residential District (HDR). To the east, there is HC zoning developed as the West End Shopping Center. To the west, the land remains undeveloped and is zoned Auto-Urban Commercial District (AC). To the south is vacant land zoned HC.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2909 Iola Avenue, located at the intersection of 29th Street and Iola Avenue. The applicant requests a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2) and Heavy Commercial District (HC)**

Requested zoning: **Heavy Commercial District (HC)**

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide for two types of residential subdivisions:

A. Conventional. Smaller to moderately sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

The purpose of the Heavy Commercial (HC) District is "to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be located at the intersection of 29th Street and Iola Avenue. The Master Thoroughfare Plan, 2018, designates Iola Avenue as a Collector. Collector streets are designed for medium volumes of vehicles operating at lower speeds (i.e. 30-35mph).

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 property for commercial land uses. The proposed zone change to HC would be in conformance with the Future Land Use Plan and the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning of HC, and will not need any additional public improvements.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3207-A

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has a point of access from Iola Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Iola Avenue, *Collector Street*	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 64 feet, four-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 6

3.5 **Zone Case 3207-A:** Hugo Reed and Associates, Inc. for West End Hotels, LLC, request for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Heavy Commercial District (HC), at:

- 2909 Iola Avenue, located at the intersection of 29th Street and Iola Avenue, West End Addition, Tract K.

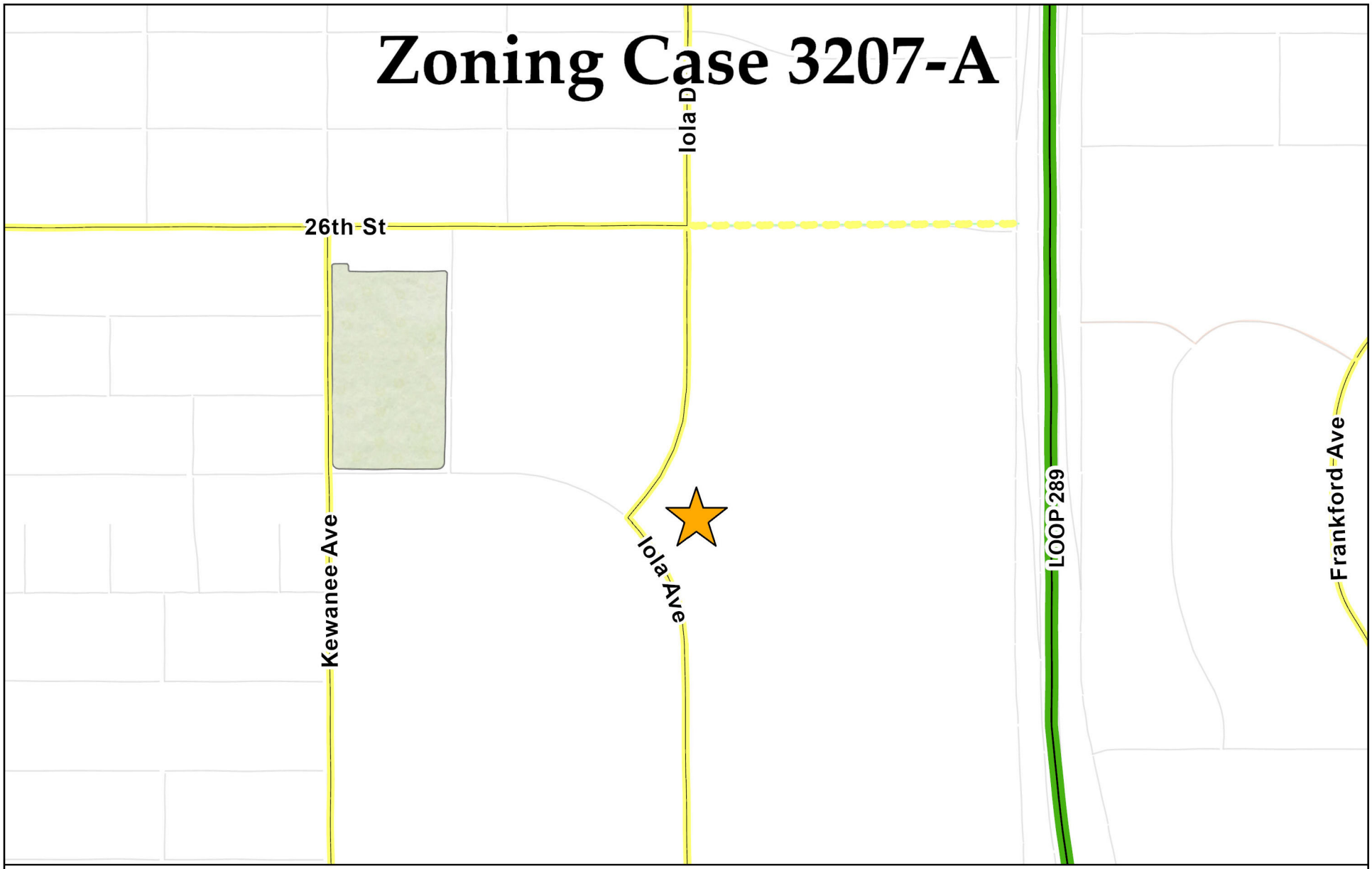
PLANNER CASSIE BERMEA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT TERRY HOLEMAN, Hugo Reed and Associates, Inc., 1601 Avenue N, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3207-A**, a motion was made by **JORDAN WHEATLEY** and seconded by **BRANDON HARDAWAY** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

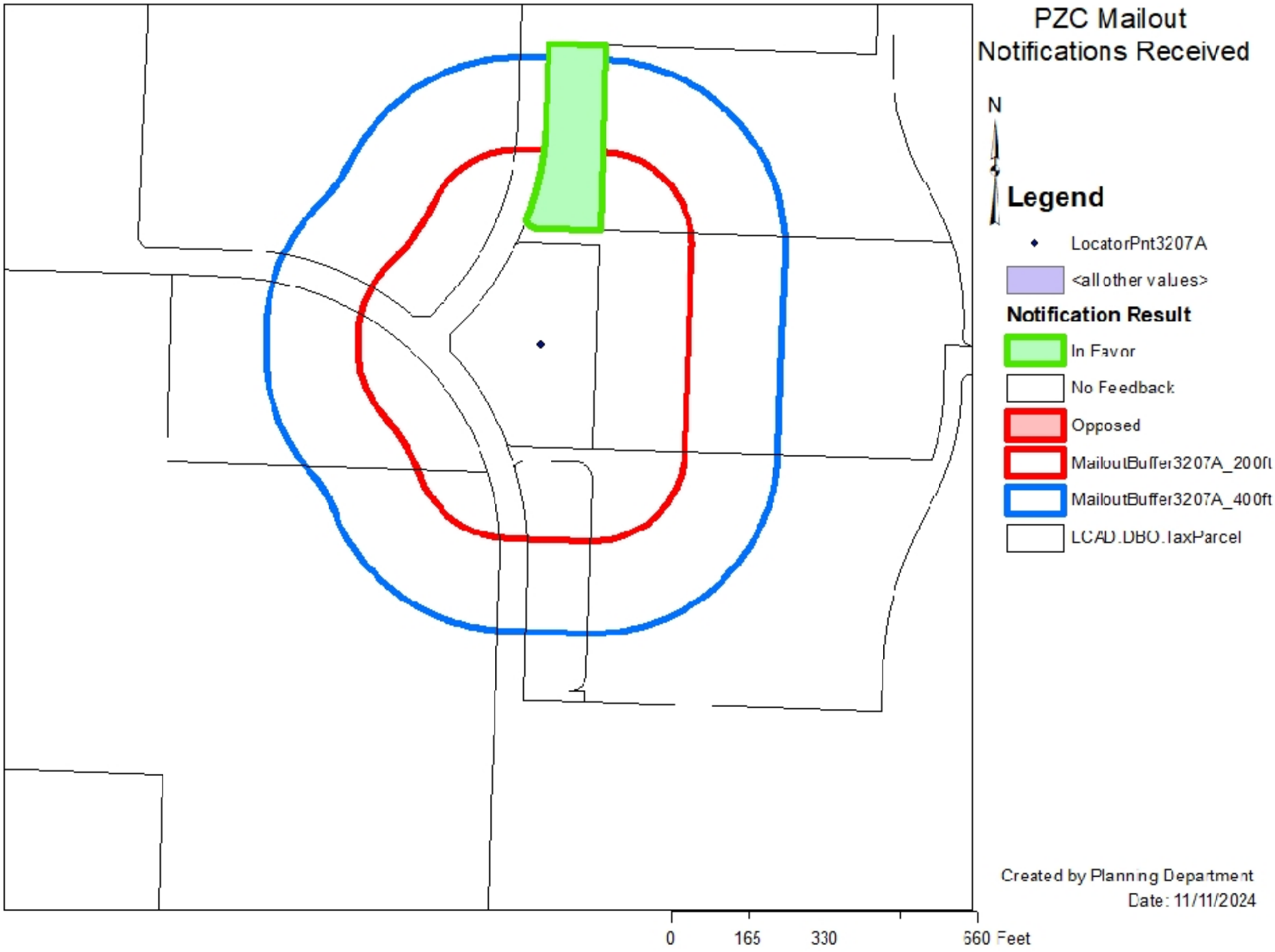
Zoning Case 3207-A



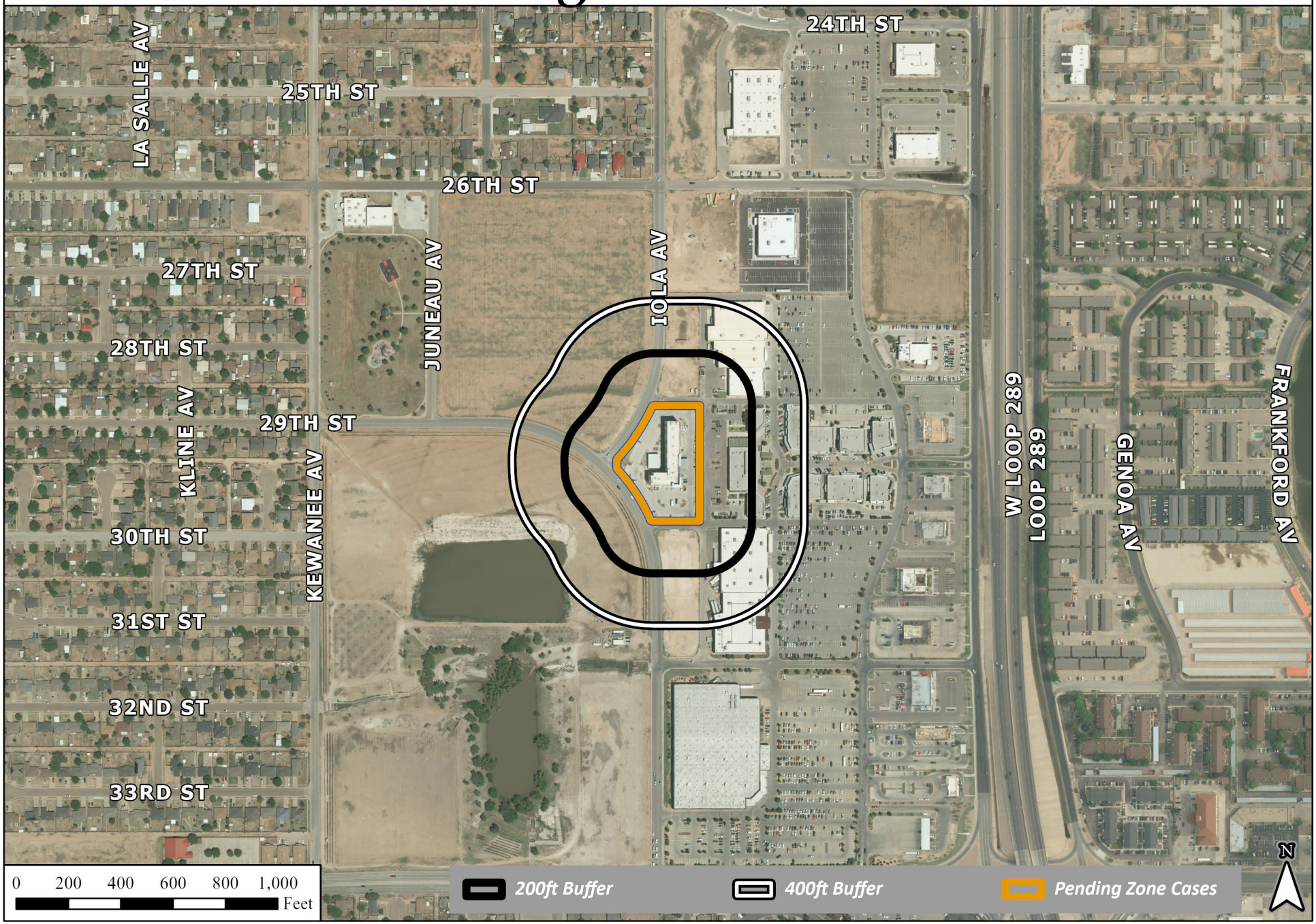
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

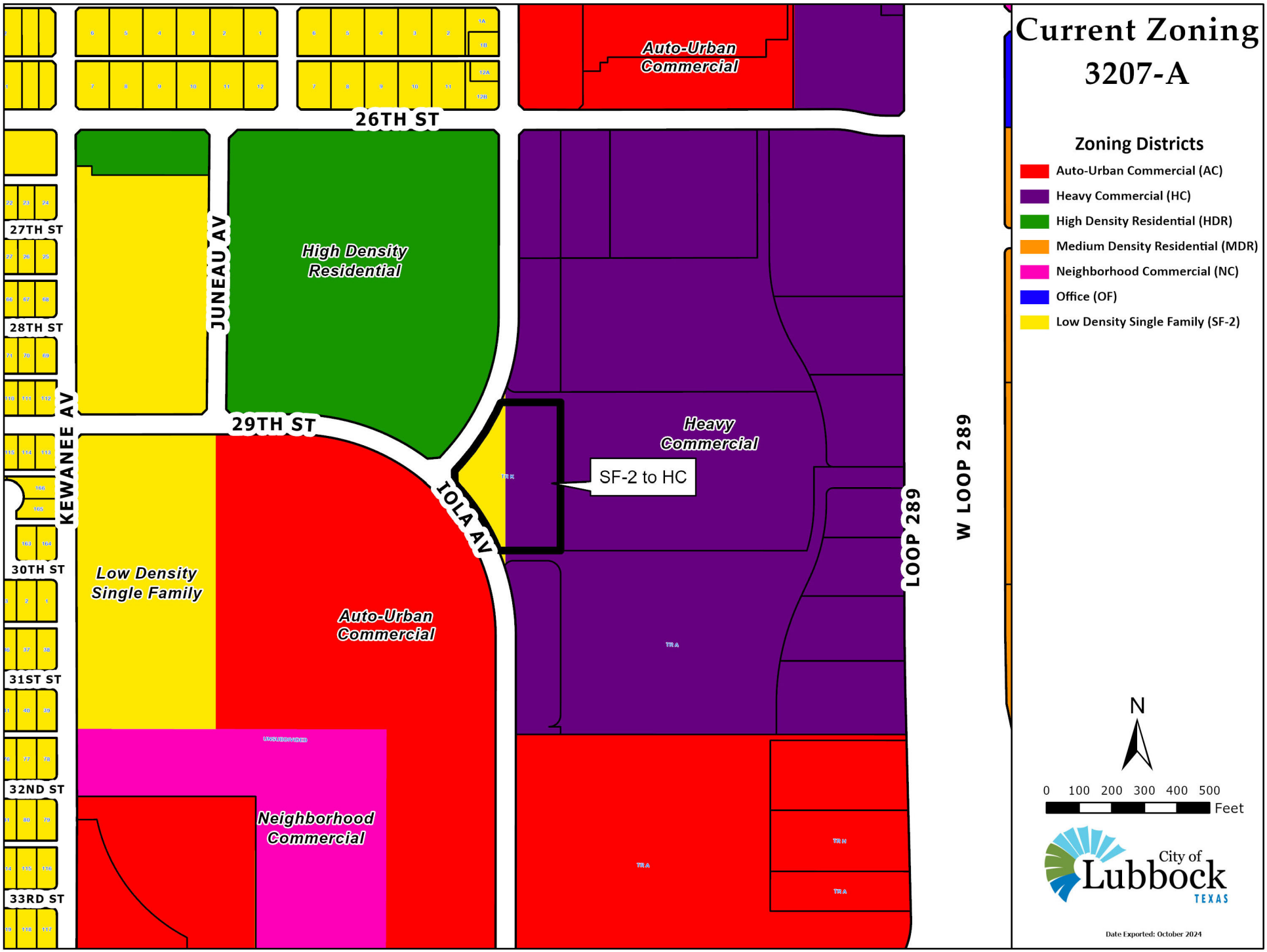
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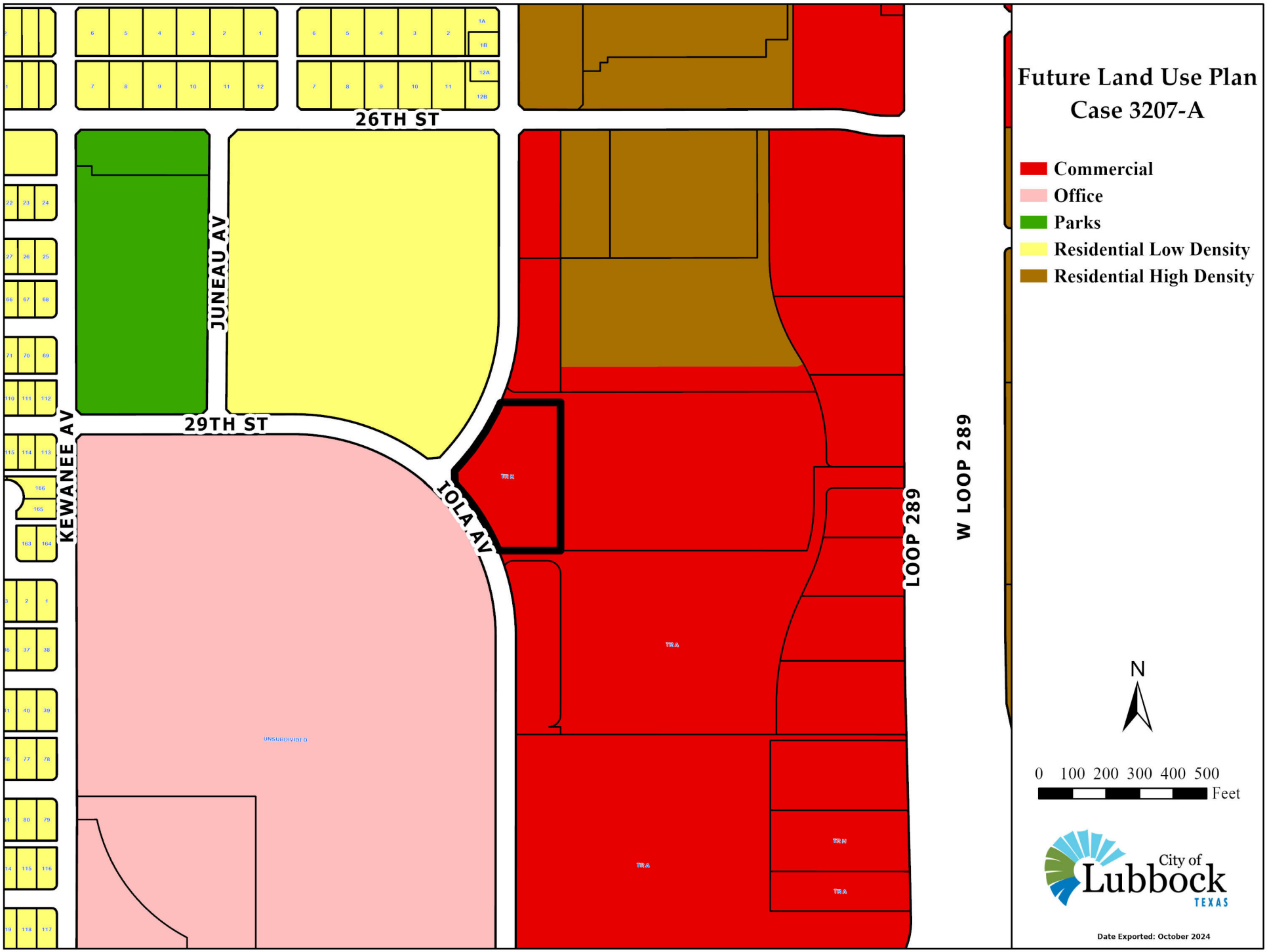
Date Exported: October 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3207A
<all other values>
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer3207A_200ft
MailoutBuffer3207A_400ft
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 11/11/2024
0
165
330
660 Feet

Zoning Case 3207-A




Current Zoning
3207-A
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
High Density Residential (HDR)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Office (OF)
Low Density Single Family (SF-2)
26TH ST
27TH ST
28TH ST
29TH ST
30TH ST
31ST ST
32ND ST
33RD ST
JUNEAU AV
KEWANEE AV
TOLA AV
LOOP 289
W LOOP 289
High Density Residential
Auto-Urban Commercial
Heavy Commercial
SF-2 to HC
Low Density Single Family
Auto-Urban Commercial
Neighborhood Commercial
Auto-Urban Commercial
N
0 100 200 300 400 500
Feet
City of Lubbock TEXAS
Date Exported: October 2024


26TH ST
JUNEAU AV
29TH ST
KEWANEE AV
IOLA AV
LOOP 289
W LOOP 289
UNSUBDIVIDED
TR A
TR N
TR A
TR A
TR K
Future Land Use Plan
Case 3207-A
Commercial
Office
Parks
Residential Low Density
Residential High Density
N
0 100 200 300 400 500
Feet
City of
Lubbock
TEXAS
Date Exported: October 2024



East View —Subject Property



South View



West View.



North View.—Subject Property

TRACT "K", WEST END,

An Addition to the City of Lubbock, Lubbock County, Texas

1874.10
P&D 2017037439

Notes:
Scale: 1" = 50'

Heavy lines indicate plat limits.

All streets, alleys and easements within plat limits are herein dedicated.

All easements dedicated hereby shall entitle the City or utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving or surfacing of the easement necessitated by such removal, repair or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.

All electrical service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas.

Any relocation or revision of existing facilities shall be at the developer's expense. Compensation shall be made prior to the recording of any portion of this final plat.

All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the developer's expense.

No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.

Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, Section 28.09.131, Section 28.14.004 and Section 30.03.073 of the Lubbock Code of Ordinances.

No portion of this surveyed property lies within a "Special Flood Hazard Boundary." These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Public Works Engineering, Lubbock, Texas and are open for public inspection.

The survey information shown hereon was prepared from the result of an on the ground survey of the property shown hereon, and has been completed substantially in compliance with the Professional and Technical Standards promulgated by the Texas Board of Professional Land Surveying Practices Act, Section 663.13.

Only those copies which bear an original ink impression seal or embossed seal will be considered a "valid" copy. AMD Engineering, LLC, will not be responsible for the content of anything other than a valid copy of this survey.

Tract "K" contains 2.48 acres (108,235 sq. ft.) within the plat limits.

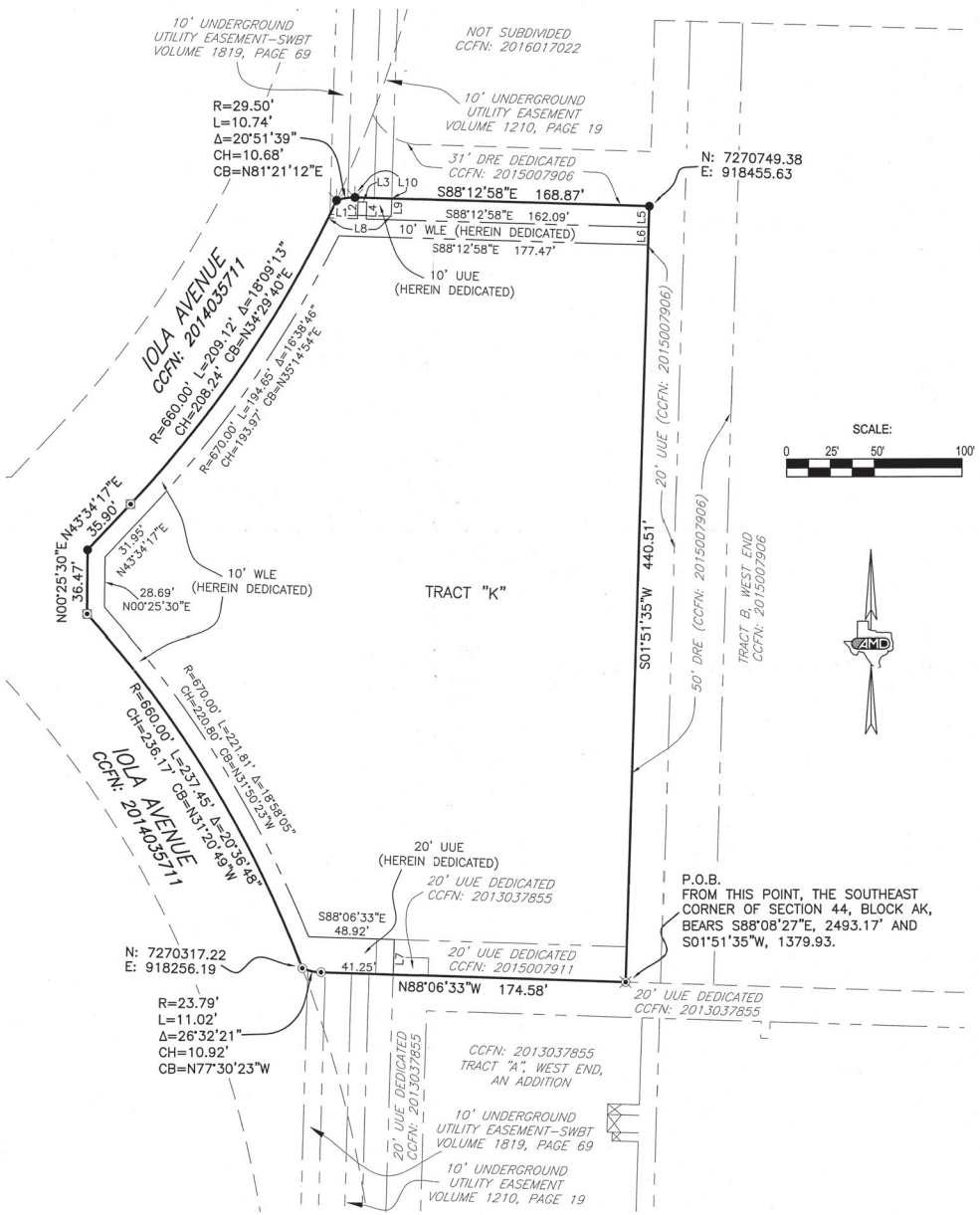
Bearings and Coordinates are based on the Texas North Central Zone Coordinate System. (NAD 83)

Blanket underground utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company. No other property, beyond the plat limits, will be entitled to use any portion of the property described herein for connection to or transmission of any utility service under the terms of this blanket easement.

Blanket underground utility easement as required of service within the plat limits is herein granted to SPEC, AT&T, Atmos Energy, NTS, West Texas Gas, and Suddenlink Communications. No other property, beyond the plat limits, will be entitled to use any portion of the property described herein for connection to or transmission of any utility service under the terms of this blanket easement.

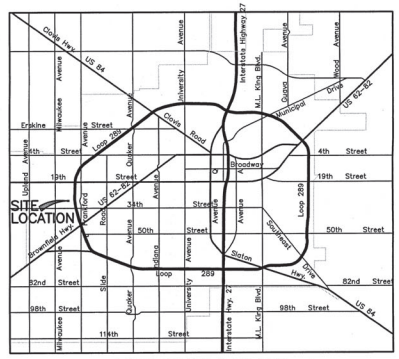
Blanket garbage collection easement as required for service within the plat limits is herein granted.

10' UUE–SWBT (V. 1819, P. 69) has been closed per Document Number 2016043361.



LINE TABLE		
LINE	LENGTH	BEARING
L1	16.78'	S88°12'58"E
L2	9.50'	N01°47'02"E
L3	5.00'	S88°12'58"E
L4	9.50'	S01°47'02"W
L5	12.00'	S01°51'35"W
L6	10.00'	S01°51'35"W
L7	20.00'	S01°53'27"W
L8	35.06'	S88°12'58"E
L9	10.00'	N01°45'00"E
L10	20.95'	S88°12'58"E

●	1/2" IRON ROD WITH CAP, SET
✱	CROW'S FOOT CHISELED IN CONCRETE, SET
⊙	1/2" IRON ROD WITH CAP, FD....CM
⊡	1/2" IRON ROD, FD....CM
⊗	"X" CHISELED IN CONCRETE, FD....CM
P.O.B.	POINT OF BEGINNING
CM	CONTROLLING MONUMENT
CCFN	COUNTY CLERK FILE NUMBER
UUE	UNDERGROUND UTILITY EASEMENT
DRE	DRAINAGE EASEMENT



VICINITY MAP
NOT TO SCALE

Metes and Bounds Description on a 2.48 acre (108,235 sq. ft.) tract of land out of Section 44, Block AK, Lubbock County, Texas, and being more particularly described as follows:

Beginning at an "x" chiseled in concrete, found in the North line of Tract A, West End, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013037855, Official Public Records of Lubbock County, Texas, for the Southeast and beginning corner of this tract, whence the Southeast corner of Section 44, Block AK bears S88°08'27"E, a distance of 2493.17 feet and S01°51'35"W, a distance of 1379.93 feet;

Thence N88°06'33"W, continuing along the North line of said Tract A, West End, an Addition, a distance of 174.58 feet to a 1/2" iron rod with cap, found for the most Southerly Southwest corner of this tract;

Thence Northwesterly, continuing along the North line of said Tract A, West End, an Addition and along the arc of a curve to the right, an arc distance of 11.02 feet to a 1/2" iron rod with cap, found in the East Right of Way line of Iola Avenue described in County Clerk File Number 2014035711, Official Public Records of Lubbock County, Texas, for the end of said curve to the right and for the most Westerly Southwest corner of this tract; said curve having a radius of 23.79 feet, a central angle of 26°32'21", a chord that bears N77°30'23"W, and a chord distance of 10.92 feet;

Thence Northwesterly, continuing along the East Right of Way line of Iola Avenue and along the arc of a curve to the left, an arc distance of 237.45 feet to a 1/2" iron rod, found for the end of said curve to the left and for a corner of this tract; said curve having a radius of 660.00 feet, a central angle of 20°36'48", a chord that bears N31°20'49"W, and a chord distance of 236.17 feet;

Thence N00°25'30"E, continuing along the East Right of Way line of Iola Avenue, a distance of 36.47 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°34'17"E, continuing along the East Right of Way line of Iola Avenue, a distance of 35.90 feet to a 1/2" iron rod, found for a corner of this tract;

Thence Northeasterly, continuing along the East Right of Way line of Iola Avenue and along the arc of a curve to the left, an arc distance of 209.12 feet to a crow's foot chiseled in concrete, set in the Plat Limits of Tract B, West End, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2015007906, Official Public Records of Lubbock County, Texas, for the end of said curve to the left and for the most Westerly Northwest corner of this tract; said curve having a radius of 660.00 feet, a central angle of 18°09'13", a chord that bears N34°29'40"E, and a chord distance of 208.24 feet;

Thence Northeasterly, continuing along the Plat Limits of said Tract B, West End, an Addition, an arc distance of 10.74 feet to a crow's foot chiseled in concrete, set for a corner of this tract; said curve having a radius of 29.50 feet, a central angle of 20°51'39", a chord that bears N81°21'12"E, and a chord distance of 10.68 feet;

Thence S88°12'58"E, continuing along the Plat Limits of said Tract B, West End, an Addition, a distance of 168.87 feet to a 1/2" iron rod with cap, set for the Northeast corner of this tract;

Thence S01°51'35"W, continuing along the Plat Limits of said Tract B, West End, an Addition, a distance of 440.51 feet to the Point of Beginning.

Containing 2.48 acres of land (108,235 sq. ft.)

Approved this 1st day of November, 20 16, by the City Planning and Zoning Commission of the City of Lubbock, Texas.

Approved _____ CHAIRMAN

Attest _____ SECRETARY

KNOW ALL MEN BY THESE PRESENTS:
That I, Charles Lynn Sawyer, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Charles Lynn Sawyer
Registered Professional Land Surveyor, No. 5809
Survey Date: November 30, 2016
Job No. 15229

STATE OF TEXAS REGISTERED CHARLES LYNN SAWYER 5809 PROFESSIONAL LAND SURVEYOR

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
TX. Lic. Surv. Firm # 101785-00

Accuracy - Efficiency - Integrity

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2909 Iola Avenue

Lots/Tracts: Tract "K", West End

Survey & Abstract: Section 44, Block AK

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 2.48

Existing Land Use: Hotel Existing Zoning: SF-2 and HC

Requested Zoning: HC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: October 2, 2024 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: West End Hotels, LLC

Address: PO Box 3007 City: Lubbock State: TX

ZIP Code: 79452-3007 Telephone: 806-438-6252 Email: henry@pn3t.com

Property Owner's Signature:

Date: October 2, 2024 Printed Name: Henry Patel

Preparer Information

Preparer's Signature:

Date: 10-2-2024 Printed Name: HENRY PATEL

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.

Received

NOV 0 7 2024

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3207-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Tyler Parr

Signature: [signature]

Address: 4010 82nd St. Lubbock, TX 79424

Address of Property Owned: 2631 W loop 289 Lubbock, TX 79407

Phone Number: 806-789-9740

Email: tyler@GRCO.DEV

Zone Case Number: **3207-A** R343844 Recipient 9 of 9

PAGOSA IOLA LTD
5307 W LOOP 289 SUITE 302
LUBBOCK TX 79414

AI# 13052
Regular City Council Meeting
12/10/2024:

6. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0152, Amendment 6, amending the FY 2024-25 Capital Program to create and appropriate the 2024 Street Bond Capital Projects approved by the voters.

Item Summary

On December 3, 2024, the City Council approved the first reading of the ordinance.

On November 5, 2024, Proposition A - $103.4 million bonds for streets projects was on the voting ballot. This streets bond initiative was approved by the voters.
There are a total of seven projects that were approved. This budget amendment will establish all seven of the projects. However, only five of these projects are scheduled to receive funding at this time.
The total amount to be appropriated for the current fiscal year is $19.4 million.
The schedule found below is the plan for the next five years. The $10 mllion inflation amount will be appropriated by the City Council to the specific projects as needed over the next five years.

	FY25	FY26	FY27	FY28	FY29	Total
Broadway, Avenue Q to Avenue E	$ 2,800,000	13,200,000	-	-	-	$ 16,000,000
University, 50th Street to Loop 289	7,100,000	0	-	-	-	7,100,000
Avenue P, 130th Street to 146th Street	2,400,000	8,800,000	-	-	-	11,200,000
Upland Avenue, 98th Street to 114th Street	-	-	15,600,000	-	-	15,600,000
146th Street, University Avenue to Avenue P	3,600,000	-	11,000,000	-	-	14,600,000
146th Street, Slide Road to Quaker Avenue	3,500,000	-	-	11,800,000	-	15,300,000
34th Street, Upland Avenue to Alcove Avenue	-	1,700,000	-	-	11,900,000	13,600,000
Annual Total	$19,400,000	23,700,000	26,600,000	11,800,000	11,900,000	$ 93,400,000
Inflation ($10,000,000 was earmarked for inflation over the life of the bond)						$ 10,000,000
Bond Total						$ 103,400,000

Fiscal Impact

The City Council will appropriate this voter-approved bond funding initiative of $103.4 million over the next five years.
The amount to be appropriated at this time is $19.4 million.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STREETS CAPITAL PROJECT FUND TO ESTABLISH APPROVED PROJECTS FROM THE 2024 STREET BOND ELECTION; 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 2024-25 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 2024-25 (Budget Amendment #6) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92896, Broadway: Ave Q to Ave E – 24B, and appropriate funding in the amount of $2,800,000 for the design of the project. This is an approved project from the 2024 Street Bond Election and the funding source is 2025 General Obligation Bonds.

II. Establish Capital Improvement Project 92897, University: 50th Street to Loop 289 – 24B, and appropriate funding in the amount of $7,100,000 for the construction of the project. This is an approved project from the 2024 Street Bond Election and the funding source is 2025 General Obligation Bonds.

III. Establish Capital Improvement Project 92898, Avenue P: 130th to 146th – 24B, and appropriate funding in the amount of $2,400,000 for the design of the project. This is an approved project from the 2024 Street Bond Election and the funding source is 2025 General Obligation Bonds.

IV. Establish Capital Improvement Project 92899, Upland: 98th to 114th Street – 24B. This is an approved project from the 2024 Street Bond election and appropriation of funding will occur in a future year.

V. Establish Capital Improvement Project 92900, 146th Street: University to Ave P – 24B, and appropriate funding in the amount of $3,600,000 for the design of the project. This is an approved project from the 2024 Street Bond Election and the funding source is 2025 General Obligation Bonds.

VI. Establish Capital Improvement Project 92901, 146th Street: Slide to Quaker – 24B, and appropriate funding in the amount of $3,500,000 for the design of the project. This is an approved project from the 2024 Street Bond Election and the funding source is 2025 General Obligation Bonds.

VII. Establish Capital Improvement Project 92902, 34th Street, Upland to Alcove – 24B. This is an approved project from the 2024 Street Bond election and appropriation of funding will occur in a future year.

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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY24-25 Amend6.ord
November 21, 2024

AI# 13074
Regular City Council Meeting
12/10/2024:

6. 1. 1.

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing intent to finance expenditures to be incurred in the General Fund for various capital projects approved by the City Council in the Fiscal Year 2024-25 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects.

Item Summary

The City will issue bonds during Fiscal Year 2024-25, to begin funding the 2024 Bond Election projects approved by citizens and the City Council. To allow capital projects to be completed within prescribed time frames, the design, engineering, and construction costs may be incurred prior to delivery of the bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

Total cost of $19,400,000 is divided into the following projects:

CIP #	Project Name	Amount
92896	Broadway - Avenue Q to Avenue E	$2,800,000
92897	University - 50th Street to Loop 289	$7,100,000
92898	Avenue P - 130th Street to 146th Street	$2,400,000
92900	146th Street - University Avenue to Avenue P	$3,600,000
92901	146th Street - Slide Road to Quaker Avenue	$3,500,000

The annual debt service is budgeted through the annual operating budget process and is included in long-term financial planning and rate models. The annual payments are made from the annual revenues of the Governmental Funds where the projects are incurred.

Fiscal Impact

The total cost of the projects funded is $19,400,000, and the maximum principal amount of obligations to be issued will not exceed $22,000,000.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Resolution

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, including obligations the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, the "Obligations");

WHEREAS, the Issuer will make or has made, not more than 60 days prior to the date hereof, payments for capital expenditures with respect to the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations to finance costs associated with the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the projects listed on Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, THAT:

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit A attached hereto will not exceed $22,000,000.

[Signature page follows]

ADOPTED THIS 3rd day of December, 2024 by the City Council of the City of Lubbock, Texas.

MARK MCBRAYER, MAYOR

ATTEST:

COURTNEY PAZ, City Secretary

APPROVED AS TO CONTENT:

CHERYL BROCK, Interim Chief Financial Officer

APPROVED AS TO FORM:

JERRY V. KYLE, JR., Bond Counsel

EXHIBIT A

The acquisition, construction, renovation, improvement and equipment of projects, including but not limited to:

Category & Project	Cost Estimate	Total
General Fund		
Broadway, Ave Q to Ave E	$2,800,000	
University, 50th Street to Loop 289	7,100,000	
Avenue P, 130th to 146th	2,400,000	
146th Street, University to Ave P	3,600,000	
146th Street, Slide to Quaker	3,500,000	
Total		**$19,400,000**

AI# 13076
Regular City Council Meeting 6. 2.
12/10/2024:

Information

Agenda Item

Finance - Resolution: Consider a resolution ratifying three American Rescue Plan Act (ACT) Memorandums of Understanding between the City Manager and Various City Departments, for the City to comply with the ACT which requires that all American Rescue Plan Act funding be committed by December 31, 2024.

Item Summary

The American Rescue Plan Act (ACT) requires that all American Rescue Plan Act (ARPA) funding be committed by December 31, 2024, or the City of Lubbock will lose the funding. This item is the ratification of Memorandums of Understandings (MOU) between the City Manager and Parks and Recreation, Human Resources, and Engineering. These MOUs comply with the ACT by committing the ARPA funds prior to December 31, 2024, and require the department responsible to comply with reporting and recordkeeping requirements, as set forth in 2 CFR Part 200, Subpart D. The MOUs are as follows:

• Human Resources MOU - This MOU commits $300,000 for the Field and Office Internship Program, $45,000 for the CDL Training Program, and $250,000 for the Education Reimbursement Program. The total amount of the MOU is $595,000.

• Parks and Recreation MOU - This MOU commits $82,403 for the plumbing and site work at Maxey Park and Clapp Park, to ensure ADA compliance.

• Engineering - This MOU commits $4,038,836 for the purchase of land for Lake 7.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Resolution
MOU1 Human Resources
MOU2 Parks and Rec
MOU3 Engineering

RESOLUTION

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

THAT the act of the City Manager in executing, on behalf of the City of Lubbock, three (3) American Rescue Plan Act (the "ACT") Memorandums of Understanding with various City Departments for the City to comply with the Act's requirements, and all related documents is hereby ratified in full. 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Acknowledge & Ratify- 3 ARPA MOUs City Depts

American Rescue Plan Act (ARPA) Funding
Memorandum of Understanding
Between City of Lubbock, Texas and
City of Lubbock Human Resources Department

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous public health and economic issues throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide funding to the Performing Agency to provide funding to perform certain services that meet the requirements of CLFRF Fund, and

WHEREAS, the City has determined the funds the City is providing to the Performing Agency under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency and to prevent, prepare for and respond to those who have experienced economic harm due to the COVID-19 pandemic; and

I. AGENCIES:

The Granting Agency: City of Lubbock, Texas
The Performing Agency: City of Lubbock Human Resources Department

II. STATEMENT OF SERVICES TO BE PERFORMED:

Services to be provided by the Granting Agency (the "Services") are:

1) CDL Training Program

2) Field and Office Internship Program

3) Education Reimbursement Program

Detailed program descriptions on the services are attached as Exhibit A

III. OBLIGATIONS OF THE GRANTING AGENCY

The Granting Agency shall provide SLFRF funding to the Receiving Agency in the amount not to exceed Five Hundred and Ninety-Five Thousand and NO/100 dollars ($595,000.00) to be utilized by the Receiving Agency for performing the Services.

IV. OBLIGATIONS OF THE RECEIVING AGENCY

(a) Receiving Agency shall comply with reporting and recordkeeping requirements as set forth in 2 CFR Part 200, Subpart D to facilitate the Granting Agency's compliance with the SLFRF program requirements.

(b) Receiving Agency agrees to comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the Services under this Memorandum of Understanding, and any amendments thereto.

RECEIVING AGENCY

CITY OF LUBBOCK, TEXAS:

W. Jarrett Atkinson, City Manager

GRANTING AGENCY

CITY OF LUBBOCK HUMAN RESOURCES DEPARTMENT:

Elizabeth Lara,
Director of Human Resources

APPROVED AS TO CONTENT:

Joe Jimenez,
Chief Financial Officer

APPROVED AS TO FORM

Amy Sims, Assistant City Attorney

EXHIBIT A
DESCRIPTION OF SERVICES

City of Lubbock Field and Office Internship Program $300,000

Overview:

The City of Lubbock Field and Office Internship Program is a paid internship program designed for young adults between the ages of 17-21. The programs offer diverse opportunities for applicants to explore positions in either the field services program or the office staff program. The program is designed to provide participants with an opportunity to explore public service careers through job assignments with City departments, gain valuable hands-on work experience and acquire employability skills necessary for success in future careers. Participating departments include Facilities Management, Codes, Parks and Recreation, Fleet, and Public Works.

Candidates who are selected for one of the programs, and successfully complete the internship program, have the opportunity to apply and potentially come to work for the City of Lubbock.

Requirements:

- Be 17-21 years of age at the start of the program
- Be currently enrolled in high school and/or a recent high school graduate

Program Timeline:

This is a 7 week program that occurs in the summer.

CDL Training Program $45,000

Overview:

The CDL Program allows the City of Lubbock to register employees in the program to receive training approved by the Federal Motor Carriers Safety Administration to receive a CDL-A or a CDL-B Commercial Driver's License. The City of Lubbock has many positions that require a CDL in various departments including the Solid Waste Department, Traffic Department, Parks Department, and Water/Wastewater Utilities. Eligible employees are provided with the required training, both classroom and driving, and will receive a CDL Commercial Driver's License upon successful completion of the course.

Requirements:

- Employees must be in a City position that requires a CDL-A or CDL-B Commercial Driver's License in order to perform the job duties.

Program Timeline:

The CDL-B Program is a 4-week program. The CDL-A is an 8 week program.

Education Reimbursement Program $250,000

STATEMENT OF PURPOSE: The Education Reimbursement Program is to provide an opportunity and an incentive for employees to increase their individual level of education and expertise in their related job duties, thereby enhancing their job skills and degree of professionalism and subsequently improving the ability for staff to provide continued quality service to the community. The City makes this investment in the employee with

the expectation that it will improve the employee's productivity and that the employee is committed to continued employment with the City.

EMPLOYEE ELIGIBILITY: Participation in the Education Reimbursement Program is subject to availability of funds in the City's annual operating budget and prior written approval of the Human Resources Director, Organizational Development Manager, or her/his designee. Participation in the program is subject to approval and is not guaranteed. Only full-time employees are eligible for reimbursement after successful completion of their new hire probationary period. Employees who have been placed on a Performance Improvement Plan (PIP) are not eligible for reimbursement until successful completion of the Performance Improvement Plan (PIP).

REIMBURSEMENT CATEGORIES:

a. This section defines the categories used in the Education Reimbursement Program. The employee should review this section to determine which category applies.

- College Courses for Associates, Bachelor's, and Master's degree plans
- GED
- English as a Second Language courses
- Vocational Education/Professional Certification

COURSE ELIGIBILITY:

a. The City of Lubbock may aid when the courses or employee's degree programs meet one or more of the following criteria:
   - Relates to current job duties;
   - Provides new knowledge and skills to enhance job performance and/or support the City's mission;
   - Are required for a job-related degree program;
   - Enhances the City's ability to respond to current and future needs; or
   - Supports the documented employee development plan of the employee's Performance Evaluation.
   - Please be aware that all Approval Forms are subject to review and final approval.

b. Individual courses outside of the degree plan, but which are directly related to the employee's present or potential position with the City, may be considered for reimbursement under this plan on a case-by-case basis, with the final determination or written approval made by the Human Resources Director or Organizational Development Manager.

American Rescue Plan Act (ARPA) Funding
Memorandum of Understanding
Between City of Lubbock, Texas and
City of Lubbock Parks and Recreation Department

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous public health and economic issues throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide funding to the Performing Agency to provide funding to perform certain services that meet the requirements of CLFRF Fund, and

WHEREAS, the City has determined the funds the City is providing to the Performing Agency under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency and to prevent, prepare for and respond to those who have experienced economic harm due to the COVID-19 pandemic; and

I. AGENCIES:

The Granting Agency: City of Lubbock, Texas
The Performing Agency: City of Lubbock Parks and Recreation

II. STATEMENT OF SERVICES TO BE PERFORMED:

Services to be provided by the Granting Agency (the "Services") are:

1) Restroom Replacement/Renovation (Project No. 92768)

Descriptions of the services are attached as Exhibit A

III. OBLIGATIONS OF THE GRANTING AGENCY

The Granting Agency shall provide SLFRF funding to the Receiving Agency in the amount not to exceed Eighty-Two Thousand Four Hundred and Four and NO/100 dollars ($82,403.00) to be utilized by the Receiving Agency for performing the Services.

IV. OBLIGATIONS OF THE RECEIVING AGENCY

(a) Receiving Agency shall comply with reporting and recordkeeping requirements as set forth in 2 CFR Part 200, Subpart D to facilitate the Granting Agency's compliance with the SLFRF program requirements.

(b) Receiving Agency agrees to comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in

any way, manner or form, to the Services under this Memorandum of Understanding, and any amendments thereto.

RECEIVING AGENCY

CITY OF LUBBOCK, TEXAS:

W. Jarrett Atkinson, City Manager

GRANTING AGENCY

CITY OF LUBBOCK PARKS AND RECREATION DEPARTMENT:

Colby VanGundy
Director of Parks and Recreation

APPROVED AS TO CONTENT:

Joe Jimenez,
Chief Financial Officer

APPROVED AS TO FORM

Amy Sims, Assistant City Attorney

EXHIBIT A
DESCRIPTION OF SERVICES

Restroom Replacement/Renovations $82,403

Overview: The additional ARPA funds will be utilized to complete the Park Restrooms project by covering essential plumbing and site work expenses. Specifically, the funds will pay for plumbing work contracted to Hub City Plumbing and site work at Maxey Park and Clapp Park to ensure ADA compliance. The Parks and Recreation construction crew will handle the site work, which includes dirt, concrete, and retaining wall work at Clapp Park. The total anticipated cost for all plumbing, electrical, and site work is $27,400 for Maxey Park and $55,000 for Clapp Park. With the additional $61,535 in funding and the current remaining $20,868, the total budget of $82,400 will be sufficient to complete both restroom projects. Upon completion, project 92768 will be officially closed.

American Rescue Plan Act (ARPA) Funding
Memorandum of Understanding
Between City of Lubbock, Texas and
City of Lubbock Engineering Department

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous public health and economic issues throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide funding to the Performing Agency to provide funding to perform certain services that meet the requirements of CLFRF Fund, and

WHEREAS, the City has determined the funds the City is providing to the Performing Agency under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency and to prevent, prepare for and respond to those who have experienced economic harm due to the COVID-19 pandemic; and

I. AGENCIES:

The Granting Agency: City of Lubbock, Texas
The Performing Agency: City of Lubbock Engineering

II. STATEMENT OF SERVICES TO BE PERFORMED:

Services to be provided by the Granting Agency (the "Services") are:

1) Lake 7 Design and Land Acquisition (Project No. 92617)

Descriptions of the services are attached as Exhibit A

III. OBLIGATIONS OF THE GRANTING AGENCY

The Granting Agency shall provide SLFRF funding to the Receiving Agency in the amount not to exceed Four Million Thirty-Eight Thousand and Eight Hundred and Thirty-Six and NO/100 dollars ($4,038,836.00) to be utilized by the Receiving Agency for performing the Services.

IV. OBLIGATIONS OF THE RECEIVING AGENCY

(a) Receiving Agency shall comply with reporting and recordkeeping requirements as set forth in 2 CFR Part 200, Subpart D to facilitate the Granting Agency's compliance with the SLFRF program requirements.

(b) Receiving Agency agrees to comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the Services under this Memorandum of Understanding, and any amendments thereto.

RECEIVING AGENCY

CITY OF LUBBOCK, TEXAS:

W. Jarrett Atkinson, City Manager

GRANTING AGENCY

CITY OF LUBBOCK
ENGINEERING DEPARTMENT

John Turpin
Director of Engineering/City Engineer

APPROVED AS TO CONTENT:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM

Amy Sims, Assistant City Attorney

EXHIBIT A
DESCRIPTION OF SERVICES

Lake 7 Design and Land Acquisition

Overview: The 2018 Strategic Water Supply Plan estimates that the City of Lubbock may need a new water supply between 2027 and 2032. Subsequent updates estimates that the next water supply will be necessary by 2033. The City of Lubbock considers the construction of Lake 7 as the most viable water supply project. The ARPA funding is for the acquisition of the land for Lake 7.

The Lake 7 water supply will be owned and operated by the City of Lubbock. This water supply will be the closest supply to the city when constructed on the North Fork of the Double Mountain Fork of the Brazos River Basin. The upstream end of the reservoir will be located just outside the southeast Loop 289 at 50th Street. Water owned by the City (Water Rights Permit #5921) impounded and diverted from this reservoir will consist of Lubbock's treated effluent, developed stormwater discharged into the Brazos River, and some state water. This water supply is renewable, drought resistant, and sustainable in perpetuity.

Information

Agenda Item

Resolution - City Council: Consider a resolution approving the 2025-26 Legislative Agenda for the 89th Texas Legislative Session and the 119th United States Congress, for the purpose of defining the position of the City of Lubbock on State and Federal Legislative issues.

Item Summary

Communicating with state and federal representatives and tracking legislative issues is important to ensure the Lubbock City Council has a strong voice in legislation and rule-making that impacts City governance and operations.

Action under this item is to review, discuss, and modify the draft legislative agenda as needed, and consider a resolution to adopt the same.

Fiscal Impact

None

Staff/Board Recommending

City Council

Attachments

Resolution - Legislative Agenda

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby adopts a Legislative Package for the 89th Texas Legislative Session and 119th United States Congress for the purpose of defining the position of the City of Lubbock on State and Federal Legislative issues, respectively. Said Legislative Package is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of City Council.

Passed by the City Council on _____.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/Res.Legislative Package -- COL position on State and Federal legislative issues
December 10, 2024