

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, December 17, 2015**

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



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

<http://www.mylubbock.us>

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

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

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.5.1.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.12.

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. *United States of America v. City of Lubbock, Texas* filed in the Northern District of Texas, Lubbock Division, Civil Action No: 5:15-cv-234
1. 1. 2. Discuss Texas Government Code Chapter 411 and the legal authorities related thereto.
1. 1. 3. Discuss the terms and provisions of the Commitment Agreement with the College Baseball Hall of Fame.
1. 1. 4. Discuss Chapter 1, Article X. of the City of Lubbock Charter.
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. 1502 Mac Davis Lane.
1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

1. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 1. 4. 1. City Attorney
 1. 4. 2. City Manager
 1. 4. 3. City Secretary
1. 5. 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 hereinabove.
 1. 5. 1. Report by the Lubbock Economic Development Alliance.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Rich Jones, Hillside Christian Church
2. 2. Pledges of Allegiance
2. 3. Presentation of a special recognition honoring "The Hub City of the CrossIn+American Trail".
2. 4. Presentation of special recognition to Jane Clausen and Larry Barnhill for 40 years of service at the City of Lubbock.
2. 5. Presentation of a holiday music performance by members of the Lubbock High School choir.
2. 6. Board Recognitions:

Planning and Zoning Commission:

Jesus Mendoza
Joe Rose

West Texas Municipal Power Board:

Don Boatman

3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

[Public Comments Sign-Up Form](#)

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

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

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

- 4. 1. October 20, 2015 Special City Council Meeting (Electric Utility Board)
November 3, 2015 Special City Council Meeting (Electric Utility Board)
November 19, 2015 Regular City Council Meeting

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

- 5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-00121 Amendment 7 amending the FY 2015-16 budget for municipal purposes respecting the Cemetery Fund to modify the fee schedules for revenue derived from Lot Sales and Grave Services; providing for filing; and providing for a savings clause.

- 5. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-00122 Amendment 9 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project 92254, North Overton TIF Public Improvements; providing for filing; and providing for a savings clause.

- 5. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-00123 Amendment 10 amending the FY 2015-16 budget for municipal purposes respecting the Electric Utility Capital Program to amend Capital Improvement Project (CIP) 92373, Dispatch Control Room Upgrade/Remodel; CIP 92319, Transmission Loop; providing for filing; and providing for a savings clause.

- 5. 4. **Ordinance 2nd Reading - Public Works Traffic Engineering:** Consider Ordinance 2015-00124 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.

- 5. 5. **Ordinance Amendment 1st Reading – Water Utilities:** Consider an Ordinance Amendment to Chapter 22.03.091 of the Code of Ordinances related to wholesale water service to specified areas outside of the City boundaries.

- 5. 6. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 12048 with Eagle Contracting, L.P., for the construction of the Northwest Water Reclamation Plant.

- 5. 7. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement 12653 with Agri-Waste Technology (AWT) for modeling and reporting of water and nitrogen balances at the City Land Application sites.

- 5. 8. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to reject all bids on contract 12259 for construction of Pump Station 16.

5. 9. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12431 with ACME Electric Company for Construction of Southeast Water Reclamation Plant (SEWRP) Emergency Generator and Switchgear Project.
5. 10. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12623 with Freese and Nichols Inc., for providing Construction Phase Services for the Southeast Water Reclamation Plant (SEWRP) Emergency Generator Project.
5. 11. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to approve a street design which will include islands in the street in accordance with City of Lubbock Code of Ordinances Chapter 38, Section 38.01.005(17).
5. 12. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a blanket easement located in Tract K, Elm Park Addition, 32nd and Milwaukee Avenue.
5. 13. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a deed without warranty transferring 7.86 acres located at 1502 Mac Davis Lane to the College Baseball Foundation for the public purpose of construction and operation of the National College Baseball Hall of Fame.
5. 14. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute service agreement 12531 for the building automation system and three Trane centrifugal chillers at Lubbock Preston Smith International Airport with Trane U.S., Inc. dba Trane.
5. 15. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute a lease agreement extension for real property located at 1601 Mac Davis Lane under contract 9596 between the City of Lubbock and HMOT Properties, LLC of Lubbock.
5. 16. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute a job order contract 16-12575-JOC with Collier Construction Company of Lubbock, Texas for the water damage repair at Lubbock Business Center (LBC), 1301 Broadway.
5. 17. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12555 with Tecta America CS, for the roof replacement at Fire Station 4 located at 2504 Cornell, RFP 16-12555-JM.
5. 18. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Contract 12548 with Tommy Klein Construction, Inc., of Lubbock, Texas for the repairs to various restrooms at the Municipal Square, 916 Texas Avenue, RFP 16-12548-JM.
5. 19. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Amendment 1 to professional services contract 12496 with Brinkley Sargent Wiginton Architects (BSWA) for the design of the new Lubbock Emergency Operations Center located at 1515 Ursuline, Lubbock, Texas.
5. 20. **Resolution - Fire:** Consider a resolution authorizing the Mayor to execute purchase order contract 10015619 with Daco Fire Safety Equipment for three Rosenbauer custom mount pumpers.
5. 21. **Resolution - Fire:** Consider a resolution to authorize the City Manager to apply for a State Homeland Security Program Grant.

5. 22. **Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute purchase order contract 27111214 with National Bus Sales & Leasing, Inc. for the purchase of two Arboc Spirit Mobility paratransit vans.
6. **Regular Agenda**
6. 1. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0125 for Zone Case 2821-A, a request of Ralph Carlisle, for Carlisle Motors, for a zoning change from R-1 to C-4 on Lot 3, Block 8, Southport Addition, 1706 43rd Street.
6. 2. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0126 for Zone Case 3266, a request of Day & Company, Inc. for a zoning change from T to C-3 on 9.16 acres of unplatted land out of Block E2, Section 21, 3101 114th Street.
6. 3. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0127 for Zone Case 3267, a request of Day & Company, Inc. for a zoning change from T to C-2 on 5 acres of unplatted land out of Block E2, Section 21, 3101 114th Street.
6. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0128 for Zone Case 3268, a request of Day & Company, Inc. for a zoning change from T to C-3 on 6.41 acres of unplatted land out of Block E2, Section 21, 3101 114th Street.
6. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0129 for Zone Case 3269, a request of AMD Engineering, LLC., for MRXNO, for a zoning change from R-1 to C-3 on 7.27 acres of unplatted land out of Block AK, Section 44, 3206 West Loop 289.
6. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0130 for Zone Case 3049-C, a request of AMD Engineering, LLC., for Wooded Forest, for a zoning change from R-1 Specific Use and R-2 Specific Use to R-2 Specific Use on 2.045 acres of unplatted land out of Block E, Section 10, 9802 Avenue U.
6. 7. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0131 for Zone Case 3126-B, a request of Tommy J. Swann, for South Frankford Commercial Park, LLC., for a zoning change to amend conditions of Ordinance 2012-O0123 on Tracts A, B, and C, Mel Abbe Addition, 5910, 5914 and 6010 130th Street.
6. 8. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0132 for Zone Case 3089-E, a request of CLCL Development for a zoning change from Apartment-Medical District (AM) to Garden Office District (GO) on 1.19 acres of unplatted land out of Block AK, Section 21, 10208 Frankford Avenue.
6. 9. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant RR Grill Concepts, LLC located at 1625 University Avenue, for an alcoholic beverage permit.
6. 10. **Resolution - Mayor Robertson:** Consider a resolution concerning the rights of certain eligible City of Lubbock employees to carry concealed handguns in the workplace.

6. 11. **Resolution - Councilwoman Latrelle Joy:** Consider a resolution authorizing the posting of the appropriate and required signage and notice to prohibit concealed handguns from the open meetings of the City of Lubbock as provided by state law and establishing an effective date.
6. 12. **Resolution - Councilwoman Latrelle Joy:** Consider a resolution authorizing the posting of the appropriate and required signage and notice to prohibit open carry handguns from the open meetings of the City of Lubbock as provided by state law and establishing an effective date.

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 20, 2015
2:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 20th of October, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 2:00 p.m.

2:04 P.M. CITY COUNCIL CONVENED

**Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room,
Lubbock, Texas**

Present: Mayor Glen C. Robertson; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Latrelle Joy; Assistant City Manager Mark Yearwood; City Secretary Rebecca Garza; First Assistant City Attorney Mitch Satterwhite

Absent: Mayor Pro Tem Jim Gerlt; Council Member Victor Hernandez; Council Member Floyd Price

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

Note: The Electric Utility Board addressed agenda items in the following order:

- *1.1; Executive Session; Public Comment; 4.1-4.6; and 5.1-5.4.*

1. MINUTES

- 1. 1.** The Board will approve the minutes from the Regular Electric Utility Board Meeting on September 15, 2015 and Special Electric Utility Board Meeting on September 24, 2015.

Motion by Charles Dunn, seconded by Don Boatman to approve the minutes of September 15, 2015 and September 24, 2015.

Vote: 7 - 0 Motion carried by the Board
Clayton Isom (ABSENT)
Jane Henry (ABSENT)

Clayton Isom and Jane Henry, Electric Utility Board members, arrived in Executive Session.

2. **EXECUTIVE SESSION**

The meeting was called into a closed session at 2:05 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:22 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
 2. 1. 1. Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
 2. 1. 3. Discuss, deliberate and the Board, and the City Council, will take action regarding bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies.
 2. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (Natasha Young, individually and as next friend of Akeelah Lockett, a minor child v. the City of Lubbock, d/b/a Lubbock Power and Light and Cameron Communities, LLC, d/b/a Falcon Cove Townhomes v. Peggy Green, Cheryl Young and Ronnie Byrd, Cause No. 2014-511, 607, 237th District Court, Lubbock County, Texas).
3. **PUBLIC COMMENT** - This period, of up to thirty minutes, is dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

4. **REGULAR AGENDA**

4. 1. Update/report by the Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, and LP&L staffing and performance.

David McCalla, Director of Electric Utilities/CEO for LP&L, gave comments and answered questions from the Board.

4. 2. Discuss financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, and revenue and expense projections of Lubbock Power & Light.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation and answered questions from the Board.

4. 3. Report related to refunds of deposits to eligible customers, as provided in Electric Rate/Tariff Schedule, General Terms and Conditions, Section 6.e., as recommended by the Electric Utility Board on June 16, 2015 and as adopted by the City Council of the City of Lubbock on September 10, 2015, by Resolution No. 2015-R0310.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation and answered questions from the Board.

4. 4. EUB Resolution No. 2015-R0052 and City Council Resolution No. 2015-R0346, authorizing and directing the Director of Electric Utilities to execute and file, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”), all pleadings, reports, studies or other filings at the Electric Reliability Council of Texas (“ERCOT”) and/or the Public Utility Commission of Texas (“PUC”) toward migration of a portion of LP&L’s load to ERCOT, and to present testimony and otherwise provide support before ERCOT and/or the PUC related to same.

Richard Casner, General Counsel for Lubbock Power & Light, gave comments and answered questions from the Board and City Council.

Electric Utility Board: Motion by Don Boatman, seconded by Jerry Bell to approve EUB Resolution No. 2015-R0052.

Vote: 8 - 0 Motion carried by the Board
Clayton Isom (AWAY)

City Council: Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Resolution No. 2015-R0346.

Vote: 4 - 0 Motion carried
Mayor Pro Tem Jim Gerlt (ABSENT)
Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

4. 5. EUB Resolution No. 2015-R0055, an EUB resolution recommending to the City Council five (5) appointments to the Electric Utility Board, in accordance with Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas.

Motion by Charles Dunn, seconded by James Conwright to recommend to the City Council the reappointment of Greg Taylor, Jerry Bell, Don Boatman, James Conwright, and Charles Dunn to the Electric Utility Board.

Vote: 8 - 0 Motion carried by the Board
Clayton Isom (AWAY)

4. 6. Discuss and the Board will take minuted action setting the date and place of the November 2015 meeting of the Electric Utility Board.

Motion by Don Boatman, seconded by Stephanie Hill to set the date of the November 2015 meeting to Wednesday, November 18, 2015.

Vote: 8 - 0 Motion carried by the Board
Clayton Isom (AWAY)

5. CONSENT AGENDA

Motion by Jerry Bell, seconded by Stephanie Hill to approve items 5.1-5.4.

Vote: 8 - 0 Motion carried by the Board
Clayton Isom (AWAY)

5. 1. EUB Resolution No. 2015-R0053, an EUB resolution authorizing the Director of Electric Utilities to execute for and on behalf of the City of Lubbock, acting by and through LP&L, a Professional Services Contract, by and between LP&L and NewGen Strategies and Solutions, LLC, for services related to rate design, financial modeling and accounting studies.
5. 2. EUB Resolution No. 2015-R0054, an EUB resolution approving a form Interconnection Agreement to be executed by LP&L customers that have distributed generation on the customer side of the LP&L meter, in accordance with Rate 5 of the LP&L Tariff, and authorizing the Director of Electric Utilities, or his designee, to execute the various Interconnection Agreements for and on behalf of the City of Lubbock, acting by and through LP&L.
5. 3. EUB Resolution No. 2015-R0051, an EUB resolution authorizing the Director of Electric Utilities to execute a contract, ITB# 7142-15-ELD, to Kisatchie Treating, LLC for LP&L Wood Poles-Annual Pricing.
5. 4. EUB Resolution No. 2015-R0056, an EUB resolution authorizing the Director of Electric Utilities to execute a contract, RFP# 7141-15-ELD, to PowerSecure Inc. for LP&L Underground Cable Replacement from Indiana Substation to Marsha Sharp Freeway.

4:00 P.M. CITY COUNCIL ADJOURNED

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

The October 20, 2015 Special City Council Meeting minutes were approved by the City Council on the 17th day of December, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 3, 2015
1:30 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 3rd of November, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 1:30 p.m.

1:33 P.M. CITY COUNCIL CONVENED

**Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room,
Lubbock, Texas**

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

Absent: Council Member Karen Gibson; Council Member Latrelle Joy; Council Member
Floyd Price

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

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

- *Executive Session.*
- *No quorum, of the City Council, was present for all other items.*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 1:34 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:48 p.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:

1. 1. 1. Discuss, deliberate and the Board will take action regarding proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider); and discuss, deliberate and the Board will take action regarding bidding and pricing information for purchased power, generation and fuel; purchased power agreements, and related

services and strategies.

1. 1. 1. 1. Discuss and the Board will take action on a contract for engineering services regarding purchased power strategies and system improvements.

2. **REGULAR AGENDA**

2. 1. The Board will consider a resolution recommending to the City Council one (1) appointment to the West Texas Municipal Power Agency, in accordance with Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas.

***This item was deleted.**

2. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to terminate that certain Contract, dated on or about February 17, 2015, EUB Resolution No. 2015-R0013, by and between the City of Lubbock, acting by and through Lubbock Power & Light and College Fund Power Wash, related to mobile car wash services.

***This item was deleted.**

1:48 P.M. CITY COUNCIL ADJOURNED

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

The November 3, 2015 Special City Council Meeting minutes were approved by the City Council on the 17th day of December, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

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

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 19, 2015
1:30 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 19th of November, 2015, in City Council Conference Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 1:30 p.m.

1:30 P.M. CITY COUNCIL CONVENED

City Council Conference Room 103, 1625 13th Street, Lubbock, Texas

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

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

- 1.1; Executive Session; 3.1-3.4; Citizen Comments (Sign-ups) 4.1; 5.1; 6.1; 6.3-6.6; 6.8-6.9; 6.12-6.15; 6.2; 6.7; 6.10-6.11; and 7.1-7.6.
- Item 6.7 was postponed to the December 3, 2015 Regular City Council Meeting.

1. Work Session - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda item. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.

1. 1. Discuss and hear a presentation from Perkins & Will on the space planning study and the space use analysis of the Citizen's Tower, formerly known as the Omni Building located at 1208 14th Street and the City Hall facilities.

Mark Yearwood, Assistant City Manager; and Wes Everett, Director of Facilities Management, gave comments and answered questions from City Council.

Phil Callison and John Strasius, both with Perkins & Will Architectural Firm, gave a presentation on the space planning study and the space use analysis of the Citizen's Tower, formerly known as the Omni Building located at 1208 14th Street and the City Hall facilities and answered questions from City Council.

2. Executive Session

The meeting recessed at 2:16 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

2. 1. 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 Planning and Zoning Commission and West Texas Municipal Power Agency.
2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 2. 2. 1. City Attorney
 2. 2. 2. City Manager
 2. 2. 3. City Secretary

3. Proclamations and Presentations

3. 1. Invocation by Reverend Dustin McEwen, The Well

Reverend Dustin McEwen, The Well, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a special recognition recognizing November 28th as Small Business Saturday in Lubbock.

Council Member Karen Gibson presented a special recognition recognizing November 28, 2015 as Small Business Saturday in Lubbock. Beth Bridges, Property Manager for the South Plains Mall; and Eddie McBride, President and CEO of the Lubbock Chamber of Commerce, appeared to accept the recognition. Ms. Bridges thanked the City Council and the Mayor for the recognition.

3. 4. **Board Recognitions:** Presented by Council Member Karen Gibson

Airport Board:
David Quintanilla

Animal Services Board:
Tammi Wood (unable to attend)

Annexation and Growth Advisory Committee:
Jack Benton

Kyle Carruth
Greg Garrison (unable to attend)
Terry Holeman
George McMahan (unable to attend)
Maurice Stanley (unable to attend)
Trey Strong (unable to attend)

Board of Health:

Dr. Ryan Lewis

Citizens Traffic Commission:

Jamyae Moore

Lake Alan Henry Board of Appeals:

Christopher St.Clair
Lori Manning (unable to attend)

Lubbock Economic Development Alliance Board of Directors:

Regina Johnston

Lubbock Water Advisory Commission:

Dr. Melanie Barnes (unable to attend)

Market Lubbock, Inc. Board of Directors:

Regina Johnston

Reese Redevelopment Authority:

Todd McKee (unable to attend)

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink: [Public Comments Sign-Up Form](#) and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

4. 1. Sign-ups:
• Mikel Ward appeared before the City Council to speak on item 6.2 (Budget Amendment 4) and item 6.12 (Stormwater).

5. **Minutes**

5. 1. October 22, 2015 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve the October 22, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve items 6.1; 6.3-6.6; 6.8-6.9; and 6.12-6.15.

Vote: 7 - 0 Motion carried

6. 1. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance No. 2015-O0114, Amendment 3, amending the FY 2015-16 budget for municipal purposes respecting the Fire Pay Plan; providing for filing; and providing for a savings clause.

6. 2. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance No. 2015-O0115, Amendment 4, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 8599, Storm Water Utility Fee Restructure; and respecting the Storm Water Operating Budget to increase the Transfer to Storm Water Capital; providing for filing; and providing for a savings clause.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0115.

Vote: 7 - 0 Motion carried

6. 3. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance No. 2015-O0116, Amendment 5, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92289, 98th Street - University Avenue to US 87; and CIP 92265, Erskine - MLK to East Loop 289; providing for filing; and providing for a savings clause.

6. 4. Budget Amendment Ordinance 1st Reading - Finance: Ordinance No. 2015-O0119, Amendment 6, amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) - Direct Purchase of Services grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Community Prevention System (CPS) one-time discretionary Public Health Emergency Preparedness (PHEP) Grant; accept and appropriate funding from the United States Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG); providing for filing; and providing for a savings clause.

6. 5. Budget Amendment Ordinance 1st Reading - Finance: Ordinance No. 2015-O0120, Amendment 8, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 8543, Lake Alan Henry Repairs/Maintenance, and CIP 92255, BCWF Supply Line/Pumping System; providing for filing; and providing for a savings clause.

6. 6. **Resolution - Risk Management:** Resolution No. 2015-R0379 authorizing the Mayor to execute for and on behalf of the City of Lubbock, the Settlement Agreement in the case styled Natisha Young, individually and as next friend of Akeelah Lockett, a minor child v. the City of Lubbock, d/b/a Lubbock Power and Light and Cameron Communities, LLC, d/b/a Falcon Cove Townhomes v. Cheryl Young, Ronnie Byrd, and Daphne Johnson Cause No. 2014-511,607,237th District Court, Lubbock County, Texas.
6. 7. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a lease agreement with Boomer Development LLC, at Lubbock Preston Smith International Airport for a hotel.

This item was postponed to the December 3, 2015 Regular City Council Meeting.

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to postpone this item to the December 3, 2015 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 8. **Ordinance Amendment 2nd Reading - Public Works Traffic Engineering:** Ordinance No. 2015-O0117 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.
6. 9. **Resolution – Public Works Streets:** Resolution No. 2015-R0380 authorizing the Mayor to execute contract 12550 with West Texas Paving, Inc. for the Upland Avenue Mill and Relay Project, ITB 15-12550-TF.
6. 10. **Resolution – Public Works Engineering:** Resolution No. 2015-R0385 authorizing the Mayor to execute an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the construction of Phase 3 of the North University Enhancement Project.

Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0385.

Vote: 7 - 0 Motion carried

6. 11. **Resolution - Public Works Engineering:** Resolution No. 2015-R0386 authorizing the Mayor to execute contract 12551 with Lone Star Dirt & Paving, LTD for roadway and drainage improvements for East Erskine Street, ITB 16-12551-TF.

Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0386.

Vote: 7 - 0 Motion carried

6. 12. **Resolution - Stormwater Engineering:** Resolution No. 2015-R0381 authorizing the Mayor to execute a professional services contract with Freese and Nichols, Inc. of Lubbock, Texas for the Storm Water Utility Fee Revision.
6. 13. **Resolution - Fire Rescue:** Resolution No. 2015-R0382 authorizing the Mayor to execute a First Responder Agreement between the Lubbock County Hospital District d/b/a UMC EMS and Lubbock Fire Rescue.
6. 14. **Resolution - Facilities:** Resolution No. 2015-R0383 authorizing the Mayor to execute Addendum 2 for contract 12001 with West Texas Abatement of Lubbock, TX for the asbestos abatement of the building located at 1601 13th St. Lubbock, TX 79401.
6. 15. **Resolution - Community Development:** Resolution No. 2015-R0384 revising Community Development Services Board (CDSB) member term expiration dates.

7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0118 designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a saving clause and providing for publication; said reinvestment zone to be located at South Plains Industrial, Tract A, City of Lubbock, Lubbock County, Texas.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2015-O0118.

Vote: 7 - 0 Motion carried

7. 2. **Resolution - Finance:** Resolution No. 2015-R0387 of the City Council of the City of Lubbock nominating United Supermarkets, LLC, to the Office of the Governor, Economic Development & Tourism through the Economic Development Bank for designation as an enterprise project under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0387.

Vote: 7 - 0 Motion carried

7. 3. **Resolution - Finance:** Resolution No. 2015-R0388 giving Notice of Intent to enter into a tax abatement agreement with United Supermarkets, L.L.C. and Safeway, Inc.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0388.

Vote: 7 - 0 Motion carried

7. 4. **Board Appointments - City Secretary:** Consider one appointment to the West Texas Municipal Power Agency.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Don Boatman to replace David McCalla to the West Texas Municipal Power Agency.

Vote: 7 - 0 Motion carried

7. 5. Board Appointments - City Secretary: Consider two appointments to the Planning and Zoning Commission.

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to appoint Joe Rose to replace Tony Renteria on the Planning & Zoning Commission.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Jesus Mendoza to replace Maggie Trejo on the Planning & Zoning Commission.

Vote: 7 - 0 Motion carried

7. 6. Board Appointment - City Secretary: Consider the appointment of the Chairperson and Vice Chairperson for the Lubbock Water Advisory Commission.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Ken Rainwater to serve as the Chairperson for the Lubbock Water Advisory Commission.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Carmon McCain to serve as the Vice Chairperson for the Lubbock Water Advisory Commission.

Vote: 7 - 0 Motion carried

5:43 P.M. CITY COUNCIL ADJOURNED

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

The November 19, 2015 Regular City Council Meeting minutes were approved by the City Council on the 17th day of December, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 12/17/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0121 Amendment 7 amending the FY 2015-16 budget for municipal purposes respecting the Cemetery Fund to modify the fee schedules for revenue derived from Lot Sales and Grave Services; providing for filing; and providing for a savings clause.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

- I. Amend the fee schedule for Lot Sales to include Section 7 of the City of Lubbock Cemetery grounds with a fee of \$800 per burial plot.
- II. Amend the fee schedule for Lot Sales to include a fee of \$150 for County Adult and Infant Cremains.
- III. Amend the fee schedule for Grave Services to include a fee of \$250 for County Adult and Infant Cremains.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CEMETERY FUND TO MODIFY THE FEE SCHEDULES FOR REVENUE DERIVED FROM LOT SALES AND GRAVE SERVICES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 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 2015-16 (Budget Amendment #7) for municipal purposes, as follows:

- I. Amend the fee schedule for Lot Sales to include Section 7 of the City of Lubbock Cemetery grounds with a fee of \$800 per burial plot.
- II. Amend the fee schedule for Lot Sales to include a fee of \$150 for County Adult and Infant Cremains.
- III. Amend the fee schedule for Grave Services to include a fee of \$250 for County Adult and Infant Cremains.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

5. 2.

Meeting Date: 12/17/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0122 Amendment 9 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project 92254, North Overton TIF Public Improvements; providing for filing; and providing for a savings clause.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92254, North Overton TIF Public Improvements, by increasing the appropriation by \$1,500,000, from \$747,031 to \$2,247,031. The funding will be 10-Year TIF Revenue Certificates of Obligation.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

[Ordinance - Budget Amendment 9](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92254, NORTH OVERTON TIF PUBLIC IMPROVEMENTS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 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 2015-16 (Budget Amendment #9) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92254, North Overton TIF Public Improvements, by increasing the appropriation by \$1,500,000, from \$747,031 to \$2,247,031. The funding will be 10-Year TIF Revenue Certificates of Obligation.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

5. 3.

Meeting Date: 12/17/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-00123 Amendment 10 amending the FY 2015-16 budget for municipal purposes respecting the Electric Utility Capital Program to amend Capital Improvement Project (CIP) 92373, Dispatch Control Room Upgrade/Remodel; CIP 92319, Transmission Loop; providing for filing; and providing for a savings clause.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92373, Dispatch Control Room Upgrade/Remodel, by increasing the appropriation by \$1,563,662, from \$500,000 to \$2,063,662, and increasing the FY 2014 LP&L Revenue Bonds by \$1,563,662, from \$0.00 to \$1,563,662. The funding source will be FY 2014 LP&L Revenue Bonds that will be moved from Capital Improvement Project 92319, Transmission Loop.

- II. Amend Capital Improvement Project 92319, Transmission Loop, by decreasing the appropriation by \$1,563,662, from \$7,300,000 to \$5,736,338, and decreasing the FY 2014 LP&L Revenue Bonds by \$1,563,662, from \$6,300,000 to 4,736,338.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 10

Resolution - LP&L

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ELECTRIC UTILITY CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92373, DISPATCH CONTROL ROOM UPGRADE/REMODEL; CIP 92319, TRANSMISSION LOOP; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 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 2015-16 (Budget Amendment #10) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92373, Dispatch Control Room Upgrade/Remodel, by increasing the appropriation by \$1,563,662, from \$500,000 to \$2,063,662, and increasing the FY 2014 LP&L Revenue Bonds by \$1,563,662, from \$0.00 to \$1,563,662. The funding source will be FY 2014 LP&L Revenue Bonds that will be moved from Capital Improvement Project 92319, Transmission Loop.
- II. Amend Capital Improvement Project 92319, Transmission Loop, by decreasing the appropriation by \$1,563,662, from \$7,300,000 to \$5,736,338, and decreasing the FY 2014 LP&L Revenue Bonds by \$1,563,662, from \$6,300,000 to 4,736,338.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

RESOLUTION

WHEREAS, the City of Lubbock has a responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently manage Lubbock Power & Light's municipal finances, and plan for the adequate funding of services by Lubbock Power & Light;

WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and to achieve a long-term stable and positive financial position of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council for adoption pursuant to Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

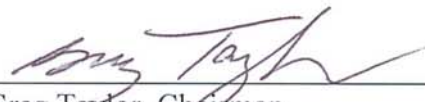
BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2015-2016, as follows:

Amend Capital Improvement Project 92373 – "Dispatch Control Room Upgrade", by increasing the appropriation and funding in the amount of \$1,563,662, from \$500,000 to \$2,063,662.

Amend Capital Improvement Project 92319 - "Transmission Loop", by decreasing the appropriation and funding in the amount of \$1,563,662, from \$7,300,000 to \$5,736,338.

Passed by the Electric Utility Board this 18th day of November, 2015.



Greg Taylor, Chairman

ATTEST:



James Conwright, Board Secretary

APPROVED AS TO CONTENT:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

Richard Casner, LP&L General Counsel



Regular City Council Meeting

5. 4.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading - Public Works Traffic Engineering: Consider Ordinance 2015-00124 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

Section 20.05.103 of the Code of Ordinances is being revised to add one flashing school zone and one sign assembly school zone. The flashing school zone is located on Fulton Avenue near 101st Street for Lubbock-Cooper West Elementary School. The sign assembly school zone is located on Norfolk Avenue near 133rd Street for Lubbock-Cooper Central Elementary School.

At the request of Lubbock-Cooper Independent School District, Traffic Engineering conducted pedestrian counts at L-C West and L-C Central Elementary Schools. The counts revealed that the number of students crossing the street met the criteria to install a school zone.

Fiscal Impact

Equipment and materials for building the new flashing school zone total approximately \$30,000. Materials for the sign assembly school zone costs approximately \$2,000. \$2,000,000 is appropriated in Capital Improvement Project 92172, Traffic Signals/Controllers, with \$32,000 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Ordinance - 2015 Speed Zone

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.103, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.103 School Zone Designations and Reduced Speed Limits.

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours or the reduced speed limit sign assembly is present upon the streets or highways or portions thereof within the city limits shall be as follows:

Item	Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
1	11th Place	East/ West	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	Flashing Beacon	20	FISD Northridge Elementary
2	19th Street (US 62 / SH 114)	East/ West	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	Flashing Beacon	20	Lubbock High School
3	East 24th Street	East/ West	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	Flashing Beacon	20	LISD Project Intercept
4	30th Street	East/ West	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
5	34th Street	East/ West	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
6	34th Street	East/ West	Beginning at a point 12 feet East of the North leg of Avenue X extending to a point 100 feet West of the South leg of Avenue X	Flashing Beacon	20	Brown Elementary

Item	Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
7	34th Street	East/ West	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	Flashing Beacon	20	Coronado High School
8	43rd Street	East/ West	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	Flashing Beacon	20	FISD Westwind Elementary
9	50th Street	East/ West	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	Flashing Beacon	20	Hodges Elementary
10	50th Street	East/ West	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	Flashing Beacon	20	Monterey High School
11	58th Street	East/ West	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	Flashing Beacon	20	Bayless Elementary
12	58th Street	East/ West	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	Flashing Beacon	20	Parsons Elementary
13	58th Street	East/ West	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	Flashing Beacon	20	Williams Elementary
14	73 rd Street	East/ West	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	Flashing Beacon	20	Heritage Middle School
15	78th Street	East/ West	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	Flashing Beacon	20	Waters Elementary
16	79th Street	East/ West	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	Flashing Beacon	20	FISD Crestview Elementary
17	108th Street	East/ West	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	Flashing Beacon	20	Lubbock-Cooper North Elementary
18	Avenue L	North/ South	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	Flashing Beacon	20	Bean Elementary

Item	Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
19	Avenue P	North/ South	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	Flashing Beacon	20	Guadalupe Elementary
20	Avenue P	North/ South	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	Flashing Beacon	20	Roberts Elementary
21	Avenue Q (US 84)	North/ South	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	Flashing Beacon	30	O.L. Slaton Middle School
22	Avenue T	North/ South	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	Flashing Beacon	20	Dupree Elementary
23	Avenue U	North/ South	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	Flashing Beacon	20	Jackson Elementary
24	Avenue U	North/ South	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	Flashing Beacon	20	Atkins Middle School
25	Avenue U	North/ South	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	Flashing Beacon	20	Bayless Elementary
26	Boston Avenue	North/ South	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	Flashing Beacon	20	McWhorter Elementary
27	Broadway	East/ West	Beginning at a point 261 feet West of Avenue U and extending to a point 211 feet East of Avenue U	Flashing Beacon	20	Ramirez Charter School
28	Chicago Avenue	North/ South	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	Flashing Beacon	20	Hardwick Elementary
29	Chicago Avenue	North/ South	Beginning at a point 93 feet North of 32nd Street and extending to a point 10 feet South of 29 th Drive	Flashing Beacon	20	Bowie Elementary
30	Chicago Avenue	North/ South	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	Flashing Beacon	20	Wester Elementary
31	Chicago Avenue	North/ South	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	Flashing Beacon	20	Smith Elementary

Item	Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
32	Elgin Avenue	North/South	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	Flashing Beacon	20	Wheelock Elementary
33	Elgin Avenue	North/South	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	Flashing Beacon	20	Parsons Elementary
34	Elgin Avenue	North/South	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	Flashing Beacon	20	Waters Elementary
35	Erskin Street	East/West	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	Flashing Beacon	20	Wolffarth Elementary
36	Flint Avenue	North/South	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet North of 43rd Street	Flashing Beacon	20	Wheelock Elementary
37	Fulton Avenue	North/South	Beginning at a point 112 feet South of 100th Street extending to a point 295 feet South of 101st Street	Flashing Beacon	20	Lubbock-Cooper West Elementary
38	Joliet Drive	North/South	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	Flashing Beacon	20	Miller Elementary
39	Dr. M. L. King, Jr., Boulevard *	North/South	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	Flashing Beacon	20	Estacado High School
40	Dr. M. L. King, Jr., Boulevard *	North/South	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	Flashing Beacon	20	Ervin Elementary
41	Memphis Avenue	North/South	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	Flashing Beacon	20	Overton Elementary
42	Memphis Avenue	North/South	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	Flashing Beacon	20	Maedgen Elementary
43	Memphis Avenue	North/South	Beginning at a point 145 feet South of 60th Street extending to a point 160 feet North of 58th Street	Flashing Beacon	20	Haynes Elementary

Item	Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
44	Memphis Avenue	North/South	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	Flashing Beacon	20	Honey Elementary
45	Norfolk Avenue	North/South	Beginning at a point 595 feet South of 130th Street extending to a point 200 feet South of 133rd Street	Sign Assembly	20	Lubbock-Cooper Central Elementary
46	Parkway Drive (US 82)	East/West	Beginning at a point 560 feet southwest of Zenith Ave extending 600 feet to a point 115 feet southwest of Walnut Avenue	Flashing Beacon	30	Alderson Elementary
47	Quaker Avenue	North/South	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	Flashing Beacon	20	Smylie Wilson Middle School
48	Teak Avenue	North/South	Beginning at a point 200 feet North of East 29 th Street extending to a point 250 feet South of East 29 th Street	Flashing Beacon	20	Ervin Elementary
49	Toledo Avenue	North/South	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	Flashing Beacon	20	Rush Elementary
50	North University Avenue	North/South	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	Flashing Beacon	20	Cavazos Middle School
51	North Utica Avenue	North/South	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	Flashing Beacon	20	Centennial Elementary
52	Utica Avenue	North/South	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	Flashing Beacon	20	Stewart Elementary
53	Utica Avenue	North/South	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	Flashing Beacon	20	Williams Elementary

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT, in accordance with Chapter 545 of the Transportation Code, signs be attached to existing school crossing zone signs informing drivers that the use of hand-held wireless communication devices is prohibited , subject to a fine not to exceed two hundred dollars (\$200.00).

SECTION 4. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00).

SECTION 5. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\ORD-2015(dec)SchoolZone_Speed.doc



Regular City Council Meeting

5. 5.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance Amendment 1st Reading – Water Utilities: Consider an Ordinance Amendment to Chapter 22.03.091 of the Code of Ordinances related to wholesale water service to specified areas outside of the City boundaries.

Item Summary

Changes to Chapter 22.03.091 are proposed in order to allow the City Council the flexibility of permitting the Village of Buffalo Springs to serve customers outside of their Village limits if it is in the best interest of the City of Lubbock. In addition, the corporate limits that the Town of Ransom Canyon and the Village of Buffalo Springs can serve without additional approval from Lubbock’s City Council have been updated to include boundaries as of January 1, 2015.

This amendment to Section 22.03.091 of the Water Code authorizes the proposed changes.

Fiscal Impact

None.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Wholesale - BuffaloSprings Ordinance- Final - Clean

Wholesale - BuffaloSprings Ordinance - Redline Final

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO WHOLESAL WATER SERVICE TO SPECIFIED AREAS OUTSIDE OF THE CITY BOUNDARIES AND CONDITIONS AND RATES RELATED TO SAME; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it in the best interest of the health, safety and welfare of the citizens of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, with regard to wholesale water service to specified areas outside of the City boundaries and conditions and rates related to same;

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

SECTION 1. THAT Section 22.03.091, subsections (b), (c), and (e) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Section 22.03.091. Wholesale water service to specified areas outside city; conditions, rates.

- (b) In order to compromise and settle protests and threatened litigation regarding the disposal of treated municipal effluent by city, the City Council authorizes the city's water department to extend the city's water distribution facilities outside the corporate limits and to offer to sell water (i) to the Town of Ransom Canyon for resale (a) within its corporate limits as of January 1, 2015; (b) in any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; and (c) to the Roosevelt Independent School District; and (ii) to Lubbock County Water Control and Improvement District No. 1 for resale within the corporate limits of the Village of Buffalo Springs as those limits existed as of January 1, 2015, and other such locations as permitted by the City Council of the City of Lubbock, provided the offer to sell water and the sale of water shall be subject to the conditions and limitations specified in the provisions of this section, the applicable provisions of City Code, Chapter 22, where such provisions are not inconsistent with this section, and the agreements approved and accepted by the City Council. By adopting and implementing Section 22.03.091 of the Code of Ordinances of the City of Lubbock, it is not the intention of the city to offer to sell water to persons located outside the City of Lubbock's corporate limits other than the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, unless otherwise specifically permitted by City Council of the City of Lubbock.

- (c) The authority to extend city's water distribution system outside the corporate limits and to offer to sell water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall be subject to the conditions and limitations, as follows:
- (1) In order to accept the city's offer to sell water, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, each shall request service and each shall enter into a written contract approved and accepted and signed by the mayor on behalf of the city.
 - (2) As a part of the written contract for water service, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall agree to limit the volume of water delivered, pursuant to such contract, to each entity respectively, during any twenty-four (24) consecutive hours; and any three hundred sixty-five (365) consecutive days. The volume limitation for each value shall be agreed to between the city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, but in no event shall such volume exceed that which is necessary to allow complete service (i) by the Town of Ransom Canyon (a) within the corporate limits of the Town of Ransom Canyon as such limits exist as of January 1, 2015; (b) within any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; or (c) to Roosevelt Independent School District; or (ii) by the Lubbock Water Control and Improvement District No. 1, within the service area of the Lubbock County Water Control and Improvement District No. 1 actively being served by such district in the corporate limits of the Village of Buffalo Springs as such limits existed on January 1, 2015, and other such locations as authorized by the City Council of the City of Lubbock.
 - (3) As part of the application, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to provide retail service only and to limit service to consumers located within their respective service area, as described in Section 28-59 (c)(2) of the Code of Ordinances of the City of Lubbock and other such locations as authorized by the City Council of the City of Lubbock.
 - (4) As part of the application and agreement, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to pay for water delivered by city at the rate established from time to time by the city council. The city,

acting through the city council, reserves the right to adjust the rate from time to time based upon the methodology recommended by the city's consultants.

- (5) As part of the resolution approving the agreements between this city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, the City Council shall expressly find that there is adequate untreated water supply and water treatment capacity and treated water storage, pumping, and distribution capacity within the city's water system to satisfy the demands of the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 to the extent described in their respective agreements, together with all other service commitments of the city that are existing or anticipated at the time the wholesale customer applies for service.
- (6) The water department of the City of Lubbock is hereby authorized to adopt policies and procedures, not inconsistent with the terms of this section, as may be necessary to implement the provisions for the intent of the City Council herein expressed.
- (e) The authority granted to the water department to offer the sale of water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 and any offer made by the water department pursuant to this authority, shall cease at midnight, August 19, 2038, unless the offer is accepted. Any offer shall be accepted by delivery to city of a contract acceptable to the city, signed by the authorized representatives of the prospective customer. Acceptance of the offer by one of the two (2) prospective customers shall not extend the authority or the offer to sell water to the other prospective customer.

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

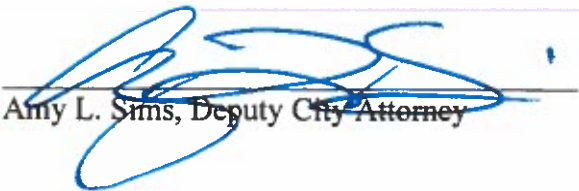


L. Wood Franklin, P.E., Director of Public Works



Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO WHOLESALE WATER SERVICE TO SPECIFIED AREAS OUTSIDE OF THE CITY BOUNDARIES AND CONDITIONS AND RATES RELATED TO SAME; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it in the best interest of the health, safety and welfare of the citizens of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, with regard to wholesale water service to specified areas outside of the City boundaries and conditions and rates related to same;

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

SECTION 1. THAT Section 22.03.091, subsections (b), (c), and (e) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Section 22.03.091. Wholesale water service to specified areas outside city; conditions, rates.

(b) In order to compromise and settle protests and threatened litigation regarding the disposal of treated municipal effluent by city, the City Council authorizes the city's water department to extend the city's water distribution facilities outside the corporate limits and to offer to sell water (i) to the Town of Ransom Canyon for resale (a) within its corporate limits as of January 1, 2015; (b) in any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; and (c) to the Roosevelt Independent School District; and (ii) to Lubbock County Water Control and Improvement District No. 1 for resale within the corporate limits of the Village of Buffalo Springs as those limits existed as of January 1, 2015, and other such locations as permitted by the City Council of the City of Lubbock, provided the offer to sell water and the sale of water shall be subject to the conditions and limitations specified in the provisions of this section, the applicable provisions of City Code, Chapter 22, where such provisions are not inconsistent with this section, and the agreements approved and accepted by the City Council. By adopting and implementing Section 22.03.091 of the Code of Ordinances of the City of Lubbock, it is not the intention of the city to offer to sell water to persons located outside the City of Lubbock's corporate limits other than the Town of Ransom Canyon and Lubbock County Water

Control and Improvement District No. 1, unless otherwise specifically permitted by City Council of the City of Lubbock.

(c) The authority to extend city's water distribution system outside the corporate limits and to offer to sell water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall be subject to the conditions and limitations, as follows:

(1) In order to accept the city's offer to sell water, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, each shall request service and each shall enter into a written contract approved and accepted and signed by the mayor on behalf of the city.

(2) As a part of the written contract for water service, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall agree to limit the volume of water delivered, pursuant to such contract, to each entity respectively, during any twenty-four (24) consecutive hours; and any three hundred sixty-five (365) consecutive days. The volume limitation for each value shall be agreed to between the city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, but in no event shall such volume exceed that which is necessary to allow complete service (i) by the Town of Ransom Canyon (a) within the corporate limits of the Town of Ransom Canyon as such limits exist as of January 1, 2015; (b) within any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; or (c) to Roosevelt Independent School District; or (ii) by the Lubbock Water Control and Improvement District No. 1, within the service area of the Lubbock County Water Control and Improvement District No. 1 actively being served by such district in the corporate limits of the Village of Buffalo Springs as such limits existed on January 1, 2015, and other such locations as authorized by the City Council of the City of Lubbock.

(3) As part of the application, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to provide retail service only and to limit service to consumers located within their respective service area, as described in Section 28-59 (c)(2) of the Code of Ordinances of the City of Lubbock and other such locations as authorized by the City Council of the City of Lubbock. (4) As part of the application and agreement, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to

pay for water delivered by city at the rate established from time to time by the city council. The city, acting through the city council, reserves the right to adjust the rate from time to time based upon the methodology recommended by the city's consultants.

(5) As part of the resolution approving the agreements between this city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, the City Council shall expressly find that there is adequate untreated water supply and water treatment capacity and treated water storage, pumping, and distribution capacity within the city's water system to satisfy the demands of the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 to the extent described in their respective agreements, together with all other service commitments of the city that are existing or anticipated at the time the wholesale customer applies for service.

(6) The water department of the City of Lubbock is hereby authorized to adopt policies and procedures, not inconsistent with the terms of this section, as may be necessary to implement the provisions for the intent of the City Council herein expressed.

(e) The authority granted to the water department to offer the sale of water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 and any offer made by the water department pursuant to this authority, shall cease at midnight, **August 19, 2038**, unless the offer is accepted. Any offer shall be accepted by delivery to city of a contract acceptable to the city, signed by the authorized representatives of the prospective customer. Acceptance of the offer by one of the two (2) prospective customers shall not extend the authority or the offer to sell water to the other prospective customer.

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E., Director of Public Works

Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney



Regular City Council Meeting

5. 6.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 12048 with Eagle Contracting, L.P., for the construction of the Northwest Water Reclamation Plant.

Item Summary

This project is for the construction of a new Northwest Water Reclamation Plant for treating 3 million gallons per day of wastewater produced in the north and west areas within the City of Lubbock.

On December 18, 2014 City Council authorized construction contract 12048 with Eagle Contracting, L.P., of Fort Worth, Texas with a contract price of \$53,685,000 and 900 calendar days for construction time. Notice to Proceed was issued on February 23, 2015.

There are a total of 15 items included in Change Order 1, of which nine were initiated by the project consulting engineer due to design simplification and six by the Contractor as necessitated by changes in the field. The net change of Change Order 1 is \$438,217 credit due to the City and 17 days of additional days of construction time. The new contract amount is \$53,246,783.

Fiscal Impact

\$94.3 million is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Plant. The original contract amount of \$53,685,000 will be reduced by a credit of \$438,217.

Staff/Board Recommending

L. Wood Franklin, P.E. Director of Public Works

Attachments

Resolution

Change Order - Eagle Contracting, LP

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 12048 by and between the City of Lubbock and Eagle Contracting, LP, for the Northwest Water Reclamation Plant Phase 1A, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.ChgOrd#1, Contract-Eagle Contracting, LP
11.24.15

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 12048 Contractor: Eagle Contracting, LP
 Change Order No. CO-1 Contract Title: Northwest Water Reclamation Plant Phase 1A
 BID/RFP No. RFP 14-12048-TF Project Number: 92221.9242.30000

1. "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 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 the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed 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 (attach additional pages if necessary):

This change order covers 15 items which include items removed from the project scope, items added due to changes in the field, and items added to improve the performance and/or operation of the treatment plant. See attached for breakdown.

2. 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.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.	ORIGINAL CONTRACT VALUE:	\$ 53,685,000.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ -438,217.43
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	-0.82% %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ -438,217.43
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	-0.82% %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 53,246,782.57

3. 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 Contract Cover Sheet to Purchasing and Contract Management Department):

Andy Havel 11/20/15 Date (1) CONTRACTOR
[Signature] 11/23/15 Date (2) PROJECT ARCHITECT/ENGINEER
 Approved as to Content Approved as to Form
John Jumper 11/24/15 Date (3) OWNER'S REPRESENTATIVE
[Signature] 12/1/15 Date (4) CITY ATTORNEY
Chef Bruce 12/1/15 Date (5) CAPITAL PROJECTS MANAGER
[Signature] 12/7/2015 Date (6) PURCHASING AND CONTRACT MANAGER

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK ATTEST:
 (7) MAYOR Date (8) CITY SECRETARY Date
 Council Date: _____ Agenda Item #: _____ Resolution #: _____

**City of Lubbock
Northwest Water Reclamation Plant Phase 1A
Change Order No. 1**

I. DESCRIPTION OF CHANGE ORDER

- a. Per PCM No. 1, for reducing the protective coating system thickness at the PTU (Preliminary Treatment Unit).
- b. Per PCM No. 2, for reducing the extent of select fill used for backfill at the Raw Wastewater Pump Station.
- c. Per PCM No. 3, for deleting diesel engine Generator No. 2 and related appurtenances.
- d. Per PCM No. 4, for reducing FRP (fiberglass reinforced plastic) ductwork flanges thickness and deleting selected flanges from the FRP ductwork.
- e. Per PCM No. 5, add a backflow preventer, and associated appurtenances, to the south potable water line connection.
- f. Per PCM No. 6, for changing fiberglass lined concrete manholes to fiberglass manholes.
- g. Per PCM No. 7, for deleting redundant post-aeration blower VFDs (variable frequency drives).
- h. Per PCM No. 8, for pipeline scope modifications at the Diversion Box.
- i. Per PCM No. 9, for reducing the protective coating system thickness at the Raw Wastewater Pump Station.
- j. Per CMR No. 1, for substituting joint restraint manufacturers.
- k. Per CMR No. 2, for pipe encasement modifications.
- l. Per CMR No. 5, for adding flange coupling adapters to drain valves in the MBR (Membrane Bioreactor) Basin.
- m. Per CMR No. 6, for adding flange coupling adapters to drain valves in the CLBR (Closed Loop Biological Reactor).
- n. Per CMR No. 9, for overhead door modifications at the PTU.
- o. Per CMR No. 10, for modifying the embedment/backfill of the 48-inch raw sewage pipe entering the plant and connecting to the Raw Wastewater Pump Station.

II. EFFECT OF CHANGE

	<u>Item Description</u>	<u>Unit</u>	<u>Extended Cost</u>	<u>Additional Days</u>
a.	PCM No. 1	Lump Sum	\$ -45,041.72	0
b.	PCM No. 2	Lump Sum	\$ -47,265.00	0
c.	PCM No. 3	Lump Sum	\$ -202,763.00	0
d.	PCM No. 4	Lump Sum	\$ -49,525.00	0
e.	PCM No. 5	Lump Sum	\$ 27,569.37	*0
f.	PCM No. 6	Lump Sum	\$ -89,316.00	0
g.	PCM No. 7	Lump Sum	\$ -18,600.00	0
h.	PCM No. 8	Lump Sum	\$ -72,260.66	0
i.	PCM No. 9	Lump Sum	\$ -13,576.49	0
j.	CMR No. 1	Lump Sum	\$ -5,000.00	0
k.	CMR No. 2	Lump Sum	\$ 37,115.48	*0
l.	CMR No. 5	Lump Sum	\$ 2,203.33	0
m.	CMR No. 6	Lump Sum	\$ 2,203.31	0
n.	CMR No. 9	Lump Sum	\$ 10,224.72	0
o.	CMR No. 10	Lump Sum	\$ 25,814.23	*0
Total			\$ -438,217.43	0

* These items included a request for additional time if the available float is used up, per the provision in specification section 01250 paragraph 1.4 A.2.d. If the project schedule float is used up this time will be added to a future change order.

PCM-5: 5 days

CMR-2: 9 days and an additional \$5,187.29.

CMR-10: 3 days and an additional \$974.96.

**City of Lubbock
Capital Project
Project Cost Detail
December 17, 2015**

Capital Project Number: 92221
 Capital Project Name: Northwest Water Reclamation Plant

	Budget
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	71,245
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	23,621
Land Acquisition	1,244,027
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item December 17, 2015</i>	
Eagle Contracting Change Order 1	(438,217)
<i>Encumbered/Expended To Date</i>	70,630,095
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	23,669,905
<i>Remaining Appropriation</i>	23,669,905
Total Appropriation to Date	\$ 94,300,000

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

\$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.

\$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

Reduced by \$700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.

\$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	70,800,000	18,500,000	0	0	0	0	0	89,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	75,800,000	18,500,000	0	0	0	0	0	94,300,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2008 Wastewater Revenue CO's	2,257,726	0	0	0	0	0	0	2,257,726
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	5,089,098	0	0	0	0	0	0	5,089,098
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	47,953,176	0	0	0	0	0	0	47,953,176
FY 2016 Wastewater Revenue CO's	0	18,500,000	0	0	0	0	0	18,500,000
Total Funding Sources	75,800,000	18,500,000	0	0	0	0	0	94,300,000



Regular City Council Meeting

5.7.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute Professional Services Agreement 12653 with Agri-Waste Technology (AWT) for modeling and reporting of water and nitrogen balances at the City Land Application sites.

Item Summary

In December 2001, the City executed a professional services agreement with AWT for services necessary to maintain regulatory permit compliance with the Texas Commission on Environmental Quality (TCEQ) at the Lubbock and Hancock Land Application Sites. Since 2001, the City has executed annual contracts for the required services to remain compliant. These services include implementing, updating, and operating the water and nitrogen balance model for both Land Application Site as required in the City of Lubbock's wastewater discharge permit issued by the TCEQ. The model helps staff monitor the uptake of water and nitrates into the crops at both Land Application Sites. The proper nitrate and water loading on the crops ensures that the farming activities do not increase existing nitrate concentrations in the soil and groundwater.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Staff recommends that this contract be awarded to AWT of Raleigh, North Carolina, based on demonstrated competence and qualifications. The contract term expires on January 1, 2017, and the fees for services shall not exceed \$153,800.

Fiscal Impact

\$153,800 is available in the Adopted FY 2015-16 Wastewater Fund Operating Budget for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution & Contract - Agri-Waste Technology, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Professional Services Agreement by and between the City of Lubbock and Agri-Waste Technology, Inc., 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 Council.

Passed by the City Council this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES.Agri-Waste Technology 11.9.15
11.9.15

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into this 1st day of January, 2016, by and between the City of Lubbock (the “City”), a Texas home rule municipal corporation, and Agri-Waste Technology, Inc. (the “Engineer” or “AWT”), a North Carolina corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in the fields of agronomy and soil science and the management, evaluation and remediation of land application of effluent (the “Activities”);

WHEREAS, after consideration of the work experience and other qualifications, of Engineer, City has determined that Engineer possesses significant abilities and experience in regard to the Activities and has agreed to perform services related to the Activities for a fair and reasonable price;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer agree as follows:

ARTICLE I

Services

1.01 Engineer shall conduct all activities, as set forth on Exhibit “A”, “Scope of Services”, attached hereto (the “Services”). The Services shall be completed by Engineer as provided in the Scope of Service. In addition to the specifically described tasks, Engineer

shall also conduct the activities described in the Scope of Services relating to described specific tasks (the "Additional Services"), as requested by the City.

- 1.02 The services related to the Activities, including any product deliverable thereof, is performed at the direction of the City Attorney of the City and such work is privileged under the attorney-client privilege and the attorney work product privilege. The work, or any aspect thereof, related to the Activities shall not be disclosed to any other party or entity without the express approval of the City Attorney of the City.

ARTICLE II

Compensation and Term

- 2.01 The consideration to be paid for the Services to be provided to the City as described in Article I shall be as provided on Exhibit "A", attached hereto, not to exceed the sum of One Hundred Thirty-Five Thousand Eight Hundred and 00/100 (\$135,800). The Additional Services shall be payable upon the hourly rates and fees as set forth in Exhibit "A"; provided, however, Engineer agrees to obtain City's prior approval of all fees and charges for Additional Services shall not exceed the total accumulated sum of Eighteen Thousand and 00/100 (\$18,000). If, during the term of this Agreement, it is determined that Engineer's total accumulated fees and charges for Additional Services will exceed the sum of Eighteen Thousand and 00/100 (\$18,000), then, upon mutual agreement of the parties at such time, this Agreement may be amended setting forth the payment of compensation to Engineer for Additional Services in excess of said sum. The amount payable hereunder shall be invoiced to the City on a monthly basis as the work is performed, and shall be payable by the City within thirty (30) days after receipt of same.

Except as differentiated in Section 1.01 and Section 2.01, the terms “Services” and “Additional Services” shall be collectively referred to herein as “Services”.

2.02 This Agreement shall expire on January 1, 2017. Either party may terminate this Agreement for convenience by providing written notice to the other party at least five (5) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so terminated, the City shall pay Engineer only for services actually performed by Engineer up to and including the effective date of termination.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as a reasonable and prudent engineer; and Engineer hereby warrants to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its services, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer’s employees shall 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 IV

Events of Default/Remedies

4.01 Engineer's Defaults/City's Remedies. In the event either party shall default in the performance of any term or provision of this Agreement for any reason other than failure by the other party to perform hereunder, the non-defaulting party may, if said default shall be continuing after five (5) days notice of such default is delivered to the defaulting party, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, the right to terminate this Agreement without additional notice.

The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V

Insurance/Indemnity

5.01 Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to 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.

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the state of Texas. The insurance companies

must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability (to include Environmental Liability):

Combined Single Limit: \$1,000,000

The City shall be listed as an additional insured on a primary of non-contributory basis with respect to the Commercial General Liability. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice to City of cancellation. A copy of the primary and non-contributory additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, 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 of Lubbock.

Employer's Liability with limits of at least \$100,000 each accident, \$500,000 by disease policy limit, and \$100,000 by disease each employee shall also be obtained and maintained throughout the term of this Agreement.

If at any time during the life of the Agreement or any extension hereof, Engineer fails to maintain the required insurance in full force and effect, Engineer shall be in breach hereof and all work under this Agreement shall be discontinued immediately.

ENGINEER HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS, FOR ITSELF, ITS EMPLOYEES AND AGENTS, AND SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, AS A RESULT OF, RELATED TO, ARISING FROM, OR RELATED TO ENGINEER'S USE OR OCCUPATION OF CITY OWNED LANDS, AND/OR ANY MATTER RELATED TO ENGINEER'S ACTIVITIES, PERFORMANCES, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT.

ARTICLE VI

Miscellaneous

- 6.01 Engineer shall comply with all laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.
- 6.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's

address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:
Craig Henderson, Wastewater System Supervisor
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Facsimile: 806-775-3246

For Engineer:
Chris Mosley
5400 Etta Burke Court
Raleigh, NC 27606
Facsimile: (919) 233-1970

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

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

- 6.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.
- 6.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.
- 6.07 Any and all work product prepared by Engineer as part of the Services hereunder, shall become the property of the City when Engineer has been compensated as set forth in Section 2.01, above.
- 6.08 A waiver by either City or Engineer of a breach of this Agreement shall be in writing. 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.
- 6.09 Engineer may not assign this Agreement, in whole or in part, without the written consent of such assignment by the City. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.
- 6.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.
- 6.11 Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms

and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.

6.12 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, the former shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK

AGRI-WASTE TECHNOLOGY, INC.

GLEN C. ROBERTSON, MAYOR

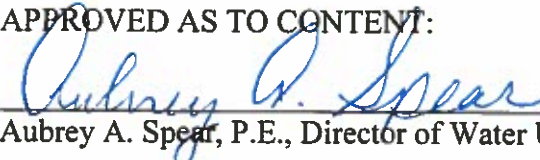


By: Chris Mosely, Principal

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

AWT Contract 2016
11.3.15



Regular City Council Meeting

5. 8.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to reject all bids on contract 12259 for construction of Pump Station 16.

Item Summary

The City's Pump Station 7 is located at 29th Drive and Marsha Sharp Freeway. This pump station was constructed in the early 1950's and has equipment that is outdated and obsolete. In addition, the Public Works Engineering Department has recently constructed a new pipeline to supply this pump station from the Bailey County Well Field. Pump Station 7 provides water to west and central Lubbock and is a core pump station for the City's distribution system. Pump Station 16 will replace Pump Station 7. The construction project for Pump Station 16 includes the installation of pump station equipment, necessary piping, electrical equipment, pumps, motors, and instrumentation. This project will also include the construction of an eight million gallon storage tank, and an emergency generator for backup power to the facility.

Proposals were received on October 1, 2015. They are as follows:

Utility Contractors of America, Inc., of Lubbock, Texas	\$17,602,866.64
Red River Construction Company, of Wylie, Texas	18,339,221.00
Archer Western Construction, LLC of Irving, Texas	20,994,101.00
Garney Companies, Inc., of Kansas City, Missouri	21,249,000.00

Staff recommends rejection of all bids due to bid prices being higher than expected for the proposed project. The project will be evaluated and bid with modifications to the plans and specifications.

Fiscal Impact

None.

Staff/Board Recommending

L. Wood Franklin P.E., Director of Public Works

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 Pump Station No. 16 and Storage Tank to RFP 15-12259-TF and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Rejection of Bids-Pump Station No. 16 and Storage Tank
10.21.2015



Regular City Council Meeting

5. 9.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12431 with ACME Electric Company for Construction of Southeast Water Reclamation Plant (SEWRP) Emergency Generator and Switchgear Project.

Item Summary

The purpose of this project is to improve reliability of the wastewater pumping and disinfection systems at the SEWRP during power outages. The SEWRP during power outages has shown the need for enhancement of the backup power systems to ensure continuous reliable operation. This project includes construction of a new electrical building to house the plant's 15kV switchgear, procurement and installation of 150kW/188kVA portable emergency generator for the Intermediate Lift Station and a 300kW/375 kVA emergency generator for Plant 4 UV disinfection unit.

Proposals were received and opened on September 22, 2015. They are as follows:

Contractor	Amount
ACME Electric Company of Lubbock, TX	\$ 1,846,000
B&D Industries, Inc. of Albuquerque, NM	1,913,000
Walker Engineering, Inc. of Irving, TX	2,137,760

The proposals were evaluated using the following criteria: 60% for Price, 30% for Contractor Qualifications, 5% for Safety Record, and 5% for Construction Time for SEWRP Emergency Generator and Switchgear. The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Points
ACME Electric Company of Lubbock, TX	87.3 (Max 100)
Walker Engineering, Inc. of Irving, TX	84.1 (Max 100)
B&D Industries, Inc. of Albuquerque, NM	76.3 (Max 100)

In order to reduce cost Staff negotiated with the highest ranked proposer for the elimination of the generator factory witness testing bid line items resulting in a \$30,000 reduction of the bid proposal price for a revised total contract amount of \$1,846,000.

Fiscal Impact

The total cost of \$1,846,000 for this project is being provided from two separate capital improvements accounts. \$2,200,000 is appropriated in 92311, SEWRP Emergency Generator and Switchgear, with \$1,491,000 available for this purpose; and \$2,085,000 is appropriated in Capital Improvement Project 90346, Lift Station Rehabilitation, with \$355,000 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution & Contract - Acme Electric Company

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12431 for Southeast Water Reclamation Plant Emergency Generator and Switchgear construction services, by and between the City of Lubbock and Acme Electric Company, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

sj:ccdops/RES.Acme Electric Company
10.23.15

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: 9/22/15

PROJECT NUMBER: RFP 15-12431-TF – Southeast Water Reclamation Plant Emergency Generator and Switchgear

Proposal of ACME ELECTRIC (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of the Southeast Water Reclamation Plant Emergency Generator and Switchgear, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED AMOUNT
1	MOBILIZATION				
1a	Mobilization	LS	1	\$ 30,000	\$ 30,000
2	MAIN SUBSTATION ELECTRICAL BUILDING				
2a	Main Substation Electrical Building completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$ 695,000	\$ 695,000
2b	Trench Safety Systems *	LF			\$ 5,000
3	INTERMEDIATE LIFT STATION PORTABLE GENERATOR				
3a	Intermediate Lift Station Portable Generator completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$ 330,000	\$ 330,000
3b	Furnish, test, deliver, and provide competent service technician for one Portable Engine Generator Set at the Intermediate Lift Station suitable for starting and operating the lift station electrical loads as specified herein.	EA	1	\$ 20,000	\$ 20,000

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

1

Offeror's Initials: [Signature]

Accepted By: [Signature] Date: 10/23/15

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED AMOUNT
3c	Cost for witnessed tests of Portable Engine Generator Set for the Intermediate Lift Station by two representatives of the Owner	LS	1		
3d	Trench Safety Systems *	LF			\$ 5,000
4	LIFT STATION 48 GATE OPERATOR				
4a	Lift Station 48 Gate Operator completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$ 70,000	\$ 70,000
4b	Trench Safety Systems *	LF			\$ 2,000
5	PLANT 4 UV GENERATOR				
5a	Plant 4 UV Generator completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$ 306,000	\$ 306,000
5b	Furnish, test, deliver, and provide competent service technician for one Packaged Engine Generator for Plant IV UV System suitable for starting and operating the electrical loads as specified herein.	EA	1	\$ 20,000	\$ 20,000
5c	Cost for witnessed tests of Packaged Engine Generators for Plant IV UV System by two representatives of the Owner	LS	1		
5d	Trench Safety Systems *	LF			\$ 5,000
6	HEADWORKS GENERATOR FEED SUBSTATION				
6a	Headworks Generator Feed Substation completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$ 290,000	\$ 290,000
6b	Trench Safety Systems *	LF			\$ 1,000
7	LIFT STATION 48 SUMP				
7a	Lift Station 48 Sump completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$ 66,000	\$ 66,000
7b	Trench Safety Systems *	LF			\$ 1,000

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

Offeror's Initials: 

Accepted By: 

Date: 10/23/10

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED AMOUNT
	TOTAL PROJECT BID (ITEMS 1a through 7b)				\$1,846,000 1,547,500
**	Add (+) [] or Deduct (-) [] (Please select one.)				\$
8	TOTAL PROJECT BID ADJUSTED (with Add(+) or Deduct (-) applied)				\$

* Contractor shall estimate the quantity required for Trench Safety and include in the space provided.

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for items 2a, 3a, 4a, 5a, 6a, and 7a.

Note: Mobilization shall be no more than 5% of the Total Project Bid Price.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

The proposed number of consecutive calendar days to substantial completion (Number followed by written):

270 days TWO HUNDRED SEVENTY

The proposed number of consecutive calendar days to final completion (Number followed by written):

300 days THREE HUNDRED

 Offeror's Initials

Accepted By: Date: 10/23/11

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 **300 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$1,000, (One-Thousand Dollars) for Substantial Completion and \$1,000, (One-Thousand Dollars) for Final Completion for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of *sixty (60)* calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

 h Offeror's Initials

Accepted By: *h* Date: 10/23/15

Enclosed with this proposal is a Cashier's Check or Certified Check for Dollars (\$) or a Proposal Bond in the sum of 5% Greatest Amount Bid (GAB) 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.**

Date: September 21, 2015


Authorized Signature

Barry Brown
(Printed or Typed Name)

Acme Electric Company

Company
108 E 82nd St

Address
Lubbock, Lubbock

City, County
TX, 79404

State Zip Code


Telephone: 806 - 745-7720

Fax: 806 - 745-3102

Email: bbrown@acmeelect.com

FEDERAL TAX ID or SOCIAL SECURITY No.
75-1450152

(Seal if Offeror is a Corporation)


ATTEST: 
Secretary

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 9/10/15
- Addenda No. 2 Date 9/16/15
- Addenda No. 3 Date 9/18/15
- Addenda No. _____ Date _____

MAYBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Accepted By:  Date: 10/23/15

**City of Lubbock, TX
Capital Project
Project Cost Detail
December 17, 2015**

Capital Project Number: 92311
 Capital Project Name: SEWRP Emergency Generator & Switch Gear

Capital Project Number: 90346
 Capital Project Name: Lift Station Rehabilitation

	Budget	
	92311	90346
<i>Encumbered/Expended</i>		
City of Lubbock staff time	\$ 10,371	53,037
Freese and Nichols Inc	96,485	-
Bid Cost	827	813
Freese and Nichols Inc Contract 12004 - Design & Bidding	204,615	-
Sewer System Improvements		559,722
Recreation System Improvements		33,601
X8 Environmental		17,887
Kimley Horn and Associates		49,500
Berl Huffman Lift Station		282,320
West Texas Paving - Lift Station 54		89,700
CCTV Sewer Camera		116,500
 <i>Agenda Item December 17, 2015</i>		
Freese and Nichols Inc. Contract 12623	177,334	
Acme Electric Company Contract 12431	1,491,000	355,000
<i>Encumbered/Expended To Date</i>	<u>1,980,632</u>	<u>1,558,080</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Construction	219,368	526,920
<i>Remaining Appropriation</i>	<u>219,368</u>	<u>526,920</u>
Total Appropriation	<u><u>\$ 2,200,000</u></u>	<u><u>2,085,000</u></u>

Managing Department **Wastewater Collection**

Project Manager **Mary Gonzales**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Purchase and install new equipment; modify and/or rehabilitate existing equipment, facility, and piping system; and other major maintenance activities.

Project Justification

Over time, gases and other materials commonly found in lift and pump stations cause a breakdown in building materials causing odors, sewer backups, and spills. Replacing aging infrastructure reduces emergency maintenance and system failures.

Project History

The project is part of an annual replacement program that ensures continuous and reliable pumping, compliance with the City's Texas Pollution Discharge Elimination permit, and overall performance.

\$200,000 was appropriated in FY 2003-04, Ord. No. 2003-00100, September 18, 2003.

\$100,000 was appropriated in FY 2004-05, Ord. No. 2005-00066, June 23, 2005.

\$425,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.

Reduced funding by \$160,000, transfer to 91040, in FY 2006-07 Budget Amendment No. 15, Ord. No. 2007-00059, June 27, 2007.

\$260,000 was appropriated in FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.

\$310,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

Reduced funding by \$300,000 in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.

\$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

Reduced by \$500,000 in FY 2010-11, management reduction, December 21, 2010.

\$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.

\$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	2,045,000	0	750,000	250,000	250,000	250,000	250,000	3,795,000
Design and Engineering	40,000	0	0	0	0	0	0	40,000
Total Project Appropriation	2,085,000	0	750,000	250,000	250,000	250,000	250,000	3,835,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
FY 2007 10-Year Wastewater Revenue CO's	312,699	0	0	0	0	0	0	312,699
FY 2008 Wastewater Revenue CO's	322,301	0	0	0	0	0	0	322,301
FY 2012 10-Year Wastewater Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2013 10-Year Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2017 10-Year Wastewater Revenue CO's	0	0	750,000	0	0	0	0	750,000
FY 2018 10-Year Wastewater Revenue CO's	0	0	0	250,000	0	0	0	250,000
FY 2019 10-Year Wastewater Revenue CO's	0	0	0	0	250,000	0	0	250,000
FY 2020 10-Year Wastewater Revenue CO's	0	0	0	0	0	250,000	0	250,000
FY 2021 10-Year Wastewater Revenue CO's	0	0	0	0	0	0	250,000	250,000
Wastewater Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
Total Funding Sources	2,085,000	0	750,000	250,000	250,000	250,000	250,000	3,835,000

Managing Department **Wastewater Treatment**

Project Manager **Mary Gonzales**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construct a generator facility to ensure electrical power to Lift Station 48 prior to the headworks and the Plant 4 intermediate lift station to maintain pump capacity during power outages. Design and install automatic switch gear on effluent pump station 2 to ensure automatic start of effluent pumps during power outages.

Project Justification

The ability to have generators to start influent and effluent pumps in emergency situations ensures the ability to pump raw wastewater into the Southeast Water Reclamation Plant and compliance with the City's Texas Pollution Discharge Elimination permit.

Project History

The project will ensure continuous reliable pumping of wastewater during power outages and emergency situations.

\$450,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

\$1,500,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

\$250,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-00094, September 10, 2015.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	1,800,000	250,000	0	0	0	0	0	2,050,000
Design and Engineering	150,000	0	0	0	0	0	0	150,000
Total Project Appropriation	1,950,000	250,000	0	0	0	0	0	2,200,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
FY 2013 10-Year Wastewater Revenue CO's	450,000	0	0	0	0	0	0	450,000
FY 2014 10-Year Wastewater Revenue CO's	926,517	0	0	0	0	0	0	926,517
FY 2016 10-Year Wastewater Revenue CO's	0	250,000	0	0	0	0	0	250,000
Wastewater Capital Project Fund	573,483	0	0	0	0	0	0	573,483
Total Funding Sources	1,950,000	250,000	0	0	0	0	0	2,200,000



Regular City Council Meeting

5. 10.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12623 with Freese and Nichols Inc., for providing Construction Phase Services for the Southeast Water Reclamation Plant (SEWRP) Emergency Generator Project.

Item Summary

The purpose of this project is to improve reliability of the wastewater pumping and disinfection systems at the Southeast Water Reclamation Plant (SEWRP) during power outages due to severe weather and other emergencies. Past power outages have shown the need for enhancing the backup power systems at the SERWP to ensure continuous reliable operation of the influent and effluent pumping stations and Plant 4 UV disinfection unit. Main components of the project include construction of a new electrical building to house the plant's 15kV switchgear, procurement and installation of 150kW/188kVA portable emergency generator for the Intermediate Lift Station and procurement and installation of 300kW/375 kVA emergency generator for Plant 4 UV disinfection unit.

On September 11, 2014, the City of Lubbock contracted with Freese and Nichols (FNI), Inc. of Fort Worth, Texas, in the amount of \$204,615 for the purpose of performing design and bidding of SEWRP Emergency Generator and Switchgear Project.

Upon completion of design phase on September 22, 2015 bids were opened and the Evaluation committee under a separate agenda item is recommending award of the construction contract to the highest ranked proposer, ACME Electric Company of Lubbock, TX for \$1,846,000.

Due to their expertise and in-depth working knowledge of the project, Freese and Nichols Inc., was asked to submit a proposal for Construction Phase Services for this project. Contract negotiations were conducted and fair and reasonable hourly rates were determined for a total contract amount of \$177,334. The scope of the construction phase services will include general construction administration and Resident Project Representative (RPR) services for construction. Construction administration services will include preparation of monthly pay applications, conducting progress meetings, consulting with the contractor and the City throughout the project, reviewing submittals, coordinating testing and the efforts of the RPR. RPR services will include a part time inspector for the 600 calendar day project to verify proper installation of critical project components.

Fiscal Impact

\$2,200,000 is appropriated in Capital Improvement Project 92311, SEWRP Emergency Generator and Switch Gear, with \$177,334 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement related to the general construction administration of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project, by and between the City of Lubbock and Freese & Nichols, Inc., 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 _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.PSC-Freeze & Nichols, Inc-Southeast Water Reclamation Plant
11.24.15

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2015 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Freese and Nichols, Inc. , ("CONSTRUCTION REPRESENTATIVE") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain construction phase professional engineering services related to the general construction administration of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project (the "Activities");

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

WHEREAS, the CITY desires to contract with CONSTRUCTION REPRESENTATIVE to provide professional engineering services related to the Activities and CONSTRUCTION REPRESENTATIVE desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the CITY and CONSTRUCTION REPRESENTATIVE hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 600 days. If the CONSTRUCTION REPRESENTATIVE determines that additional time is required to complete the Services, the CITY Engineer, may in his discretion, but is not obligated to, execute an agreement to grant up to an additional six (6) months of time to complete the Services so long as the amount of the monetary consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the monetary consideration must be approved by the CITY acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. CONSTRUCTION REPRESENTATIVE shall receive as consideration to be paid for the performance of the Services set forth in the Basic Services, and if directed by CITY, the Additional Services and/or Special Services, based on hourly rates, not to exceed \$177,334 per Exhibit "A," Exhibit "B," and Exhibit "C."

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event CONSTRUCTION REPRESENTATIVE breaches any term and/or provision of this Contract, the CITY shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract 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 document, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. CONSTRUCTION REPRESENTATIVE 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. CONSTRUCTION REPRESENTATIVE has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

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

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

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

F. Use of Copyrighted Material. CONSTRUCTION REPRESENTATIVE warrants that any materials provided by CONSTRUCTION REPRESENTATIVE for use by CITY pursuant to this Contract 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. CONSTRUCTION REPRESENTATIVE shall be solely responsible for ensuring that any materials provided by CONSTRUCTION REPRESENTATIVE pursuant to this Contract satisfy this requirement and CONSTRUCTION REPRESENTATIVE agrees to indemnify and hold CITY harmless from all liability or loss caused to CITY or to which CITY is exposed on account of CONSTRUCTION REPRESENTATIVE's failure to perform this duty.

ARTICLE VI. SCOPE OF SERVICES

CONSTRUCTION REPRESENTATIVE shall accomplish the following:

Professional Construction Phase Engineering Services related to the general construction administration of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project, as defined and provided in Exhibit "A," "Scope of Services."

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

CONSTRUCTION REPRESENTATIVE and CITY agree that CONSTRUCTION REPRESENTATIVE shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. CONSTRUCTION REPRESENTATIVE 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, CONSTRUCTION REPRESENTATIVE and CONSTRUCTION REPRESENTATIVE's employees and/or subconsultants, 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

CONSTRUCTION REPRESENTATIVE 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 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. CONSTRUCTION REPRESENTATIVE shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of CONSTRUCTION REPRESENTATIVE 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. All policies will be written on per occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

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

Employer's Liability \$1,000,000

CONSTRUCTION REPRESENTATIVE shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, insurance coverage, as specified above for CONSTRUCTION REPRESENTATIVE, including without limitation protecting CITY against direct losses caused by the professional negligence of the approved subcontractor or subconsultant. 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. CONSTRUCTION REPRESENTATIVE 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 will be included in the Certificate. CONSTRUCTION REPRESENTATIVE shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, CONSTRUCTION REPRESENTATIVE 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 CONSTRUCTION REPRESENTATIVE maintains said coverage. The CONSTRUCTION REPRESENTATIVE 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, CONSTRUCTION REPRESENTATIVE fails to maintain the required insurance in full force and effect, CONSTRUCTION REPRESENTATIVE 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 CONSTRUCTION REPRESENTATIVE's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than ten (10) years after the completion of work specified in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

CONSTRUCTION REPRESENTATIVE may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of CONSTRUCTION REPRESENTATIVE, as set forth on Exhibit "A," attached hereto, under this Contract, provided that the CITY approves the retaining of Subconsultants. CONSTRUCTION REPRESENTATIVE is at all times responsible to CITY to perform the Services as provided in this Agreement and CONSTRUCTION REPRESENTATIVE is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by CONSTRUCTION REPRESENTATIVE shall be required by CONSTRUCTION REPRESENTATIVE to

carry, for the protection and benefit of the CITY and CONSTRUCTION REPRESENTATIVE and naming said third parties as additional insureds, insurance as required of CONSTRUCTION REPRESENTATIVE, as described above in this Contract.

CONSTRUCTION REPRESENTATIVE 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

CONSTRUCTION REPRESENTATIVE 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

CONSTRUCTION REPRESENTATIVE 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 CONSTRUCTION REPRESENTATIVE, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF 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

CONSTRUCTION REPRESENTATIVE 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 Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from CONSTRUCTION REPRESENTATIVE to CITY or CITY to CONSTRUCTION REPRESENTATIVE is required or permitted by this Contract 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. CONSTRUCTION REPRESENTATIVE's Address. CONSTRUCTION REPRESENTATIVE's address and numbers for the purposes of notice are:

Freese and Nichols, Inc.
Attn: Jeffrey N. Hensley, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone:(817) 735-7300
Facsimile: (817) 735-7491

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

City of Lubbock
Attn: John Turpin, P.E.
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775 – 2342
Facsimile: (806) 775 – 3344

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 Contract, 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

CITY shall furnish CONSTRUCTION REPRESENTATIVE non-confidential studies, reports, and other available data in the possession of the CITY pertinent to CONSTRUCTION REPRESENTATIVE's Services, so long as CITY is entitled to rely on such studies, reports, and other data for the performance of CONSTRUCTION REPRESENTATIVE's Services under this Contract (the "Provided Data"). CONSTRUCTION REPRESENTATIVE 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 Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

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

C. Records. CONSTRUCTION REPRESENTATIVE shall maintain records that are necessary to substantiate the Services provided by CONSTRUCTION REPRESENTATIVE.

D. Assignability. CONSTRUCTION REPRESENTATIVE may not assign this Contract without the prior written approval of the CITY.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and CONSTRUCTION REPRESENTATIVE, and in the case of CITY, its respective successors, legal representatives, and assigns, and in the case of CONSTRUCTION REPRESENTATIVE, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT 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 CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract 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 Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by CONSTRUCTION REPRESENTATIVE and CITY.

I. Entire Agreement. This Contract, including Exhibits "A," "B," and "C," attached hereto, contains the entire agreement between the CITY and CONSTRUCTION REPRESENTATIVE, 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 CONSTRUCTION REPRESENTATIVE and the CITY.

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

L. Notice of Waiver. A waiver by either CITY or CONSTRUCTION REPRESENTATIVE 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 CITY and CONSTRUCTION REPRESENTATIVE.

N. 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 non-appropriation of funds by the CITY Council of the CITY of Lubbock for the goods or services provided under this 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 services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). 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 Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

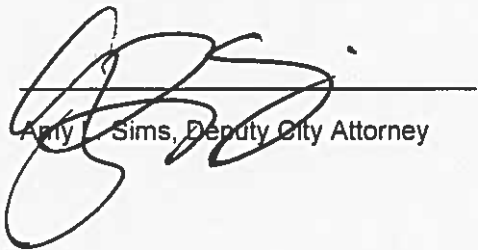


Michael G. Keenum, P.E., City Engineer



John Turpin, P.E., Chief Water Utilities Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

FREESE AND NICHOLS, INC.

By: Nicholas Lester

Name: Nicholas Lester, P.E.

Title: Principal

FREESE AND NICHOLS, INC.

EXHIBIT A

This Exhibit A is part of the Agreement between Freese and Nichols, Inc. (FNI) (the "CONSTRUCTION REPRESENTATIVE") and the City of Lubbock (the "CITY") for a project generally described as:

SOUTHEAST WATER RECLAMATION PLANT EMERGENCY GENERATOR AND SWITCHGEAR

CONSTRUCTION REPRESENTATIVE CONSTRUCTION PHASE SERVICES

The purpose of this Agreement is to furnish services that are unique to the Construction Representative so that, in cooperation with the CITY, complete construction phase services are provided.

SCOPE OF SERVICES

The Construction Representative agrees to furnish the City with the following services.

1. Construction Representative

The Construction Representative for this project shall be Freese and Nichols, Inc.

2. Bid and Award Phase Services

Upon completion of the design services and approval of "Final" plans and specifications by CITY, FNI will proceed with the performance of services in this phase as follows:

- 2.1. Assist CITY in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts as appropriate.
- 2.2. Assist City in conforming the plans and specifications. FNI will conform the plans and specifications and provide seven copies for use by the Contractor, CITY, and CONSTRUCTION REPRESENTATIVE. The seven copies will include two full size copies and five half size copies. A PDF of the conformed plans and specifications will also be produced and provided to the CITY and Contractor.
- 2.3. The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

3. Construction Phase Services Conditions

- 3.1. The CONSTRUCTION REPRESENTATIVE's responsibility to provide Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the project including startup and testing.
- 3.2. Construction Phase duties, responsibilities, and limitations of the CONSTRUCTION REPRESENTATIVE shall not be restricted, modified, or extended without agreement of the CITY and CONSTRUCTION REPRESENTATIVE in writing.
- 3.3. The CONSTRUCTION REPRESENTATIVE shall be a representative of and shall advise and consult the CITY during construction. The CONSTRUCTION REPRESENTATIVE shall have the authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 3.4. CONSTRUCTION REPRESENTATIVE's Personnel at Construction Site
 - 3.4.1. The presence and duties of CONSTRUCTION REPRESENTATIVE's personnel at a construction site, whether as onsite representative or otherwise, do not make the CONSTRUCTION REPRESENTATIVE or its personnel in any way responsible for those duties that belong to the CITY per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions by such construction work.
 - 3.4.2. The CONSTRUCTION REPRESENTATIVE and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except CONSTRUCTION REPRESENTATIVE's own personnel.
 - 3.4.3. The limited presence of the CONSTRUCTION REPRESENTATIVE's personnel at a construction site is for the purpose of providing the CONSTRUCTION REPRESENTATIVE and the CITY a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The CONSTRUCTION REPRESENTATIVE neither guarantees the performance of any construction contractor nor

assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

4. Engineer of Record Cooperation

- 4.1. The Engineer of Record for this project is Freese and Nichols, Inc. CONSTRUCTION REPRESENTATIVE – Freese and Nichols, Inc.
- 4.2. The CONSTRUCTION REPRESENTATIVE will interface with CITY per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.
- 4.3. The CONSTRUCTION REPRESENTATIVE will communicate and coordinate with the CITY per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to accomplish the Construction Phase Services tasks identified in this scope of services.
- 4.4. The CONSTRUCTION REPRESENTATIVE shall receive data from the CITY for entry into the online project management system.
- 4.5. The CONSTRUCTION REPRESENTATIVE shall supply project documentation to the CITY for review and approval as the Engineer of Record per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.
- 4.6. The CONSTRUCTION REPRESENTATIVE shall receive from the CITY the timely response and necessary approvals to submittals, Requests For Information (RFI), Change Orders (CO), Contract Modification Requests (CMR), and all other project actions coordinated by the CONSTRUCTION REPRESENTATIVE.
- 4.7. The CONSTRUCTION REPRESENTATIVE shall administer the construction contract and manage communication, documentation, and correspondence while communicating and coordinating with the CITY per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

5. Specific Construction Representative Tasks

- 5.1. Review shop drawings and answer any RFIs associated with the design for the project.
- 5.2. Provide construction management and administration tasks separate from and supplemental to those tasks being performed by the CITY, in conjunction with the requirements of construction contract documents.
- 5.3. Communication - Establish communication procedures with the CITY and Contractor. Submit monthly reports of construction progress to CITY describing construction progress in general terms and summarize project costs, schedule, contract modifications, and major outstanding issues.

- 5.4. Schedule Management - Review baseline and monthly construction progress schedules prepared by the Contractor. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor.
- 5.5. Cost Management - Review proposed schedule of values and payment request format prepared by Contractor. Establish procedure for review of monthly quantities of work in place and payment requests. Based on observations of ongoing construction during site visits, review payment requests and supporting documentation submitted by Contractor and determine the amount that is recommended Contractor be paid.
- 5.6. Document Management – Process Contractor submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of submittals in the review process. Perform initial cursory reviews of submittals when appropriate, and transmit submittals to the CITY for the detailed review and response. Monitor the progress of the Contractor in sending and processing submittals and of the ENGINEER in reviewing and responding to submittals, to verify that documentation is being processed properly and timely.
- 5.7. Issues Management – Provide initial interpretation of the drawings and specifications and coordinate with the CITY to develop official interpretation for the Contractor. Receive and evaluate notices of Contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of the information submitted by the Contractor. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Mediation, arbitration, litigation and/or other related subsequent claims review assistance is not included in this scope of services.
- 5.8. Change Management - Establish procedures for administering constructive changes to the construction contract. Coordinate with the CITY to get its technical review and approval of any design modifications. Process contract modifications and negotiate with the Contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Prepare field orders where cost to OWNER or time is not impacted. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the Contractor and approved by the CITY are not included in this scope of services.
- 5.9. Quality Assurance - Make visits to the site at appropriate stages of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort, endeavor to protect the CITY against defects and deficiencies in the work of Contractor, and prepare a Site Visit Report documenting visit including any observed deficiencies. Notify Contractor of non-conforming work observed, review quality related documents provided by the Contractor such as test reports,

equipment installation reports or other documentation required by the construction contract documents. Coordinate the work of the materials testing laboratory required for the testing or inspection of materials.

5.10. Site Visits

5.10.1. The CONSTRUCTION REPRESENTATIVE shall visit the site on a regular basis coordinating with the Contractor and the City's Project Manager. This scope of services includes 30 site visits over a project duration of approximately 12 months (average of one (1) site visit every other week). The actual number and length of visits per week will vary based on ongoing construction activities during a particular week, communication with the contractor and the ENGINEER, and coordination with the City's Project Manager.

5.10.2. The CONSTRUCTION REPRESENTATIVE will communicate with the City's Project Manager and the ENGINEER when it is determined, and approved by the CITY, that the ENGINEER will visit the site, and will coordinate the visit with appropriate parties.

5.10.3. The CONSTRUCTION REPRESENTATIVE will coordinate with the City's Project Manager to schedule and conduct a visit to perform a substantial completion observation for determining if the project was constructed in accordance with the plans and specifications. This visit will be scheduled after the facilities have been placed into service. The CONSTRUCTION REPRESENTATIVE will compile a list of items of work to be completed by contractor based on the observations performed by the CITY and the CONSTRUCTION REPRESENTATIVE.

5.11. Meetings and Phone Conferences

5.11.1. Progress Meetings – The CONSTRUCTION REPRESENTATIVE will schedule and conduct progress meetings and conference calls.

5.11.2. The CONSTRUCTION REPRESENTATIVE, along with the ENGINEER, shall attend monthly construction meetings over the duration of the project duration approximately 12 months.

5.11.3. Additional Phone Conferences – The CONSTRUCTION REPRESENTATIVE will schedule and conduct additional phone conferences as needed and directed by the CITY's Project Manager.

5.12. Power System Study

5.12.1. Perform Power System Study for the electrical systems in the areas where electrical modifications are being made as part the Southeast Water Reclamation Emergency Generator and Switchgear Project.

5.12.2. Power System will include: 1) Short Circuit and Protective Device Coordination Study, 2) Load Flow Study, and 3) Arc Flash Hazard Analysis. Arc flash labels will be provided by the Engineer to the Contractor to be installed on the electrical equipment in the field.

5.12.3. The Study will be sealed by a licensed professional Engineer in the State of Texas.

5.12.4. The CITY will receive three (3) bound color copies of the Power System Study and one PDF copy of the Study on a CD. The CITY will also receive one electronic copy of the Power System software files on a CD.

5.13. Record Drawings

5.13.1. Record drawings are defined as the set of drawings produced by the CONSTRUCTION REPRESENTATIVE that incorporate modifications from the original design drawings made during the construction. Record Drawings shall reflect constructed facilities "as-built" based on the information provided by the Contractor and the CITY's CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

The CONSTRUCTION REPRESENTATIVE will review the contractor's as-built drawings on a regular basis to confirm that they are being updated promptly and adequately. When construction is complete, the CONSTRUCTION REPRESENTATIVE will receive and review the as-built drawings from the contractor, and will then furnish these drawings, field notes, and other documents as needed to the ENGINEER for preparation of the Record Drawings that will reflect changes to the project made during construction.

The CONSTRUCTION REPRESENTATIVE will revise the construction drawings for the changes made in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-sized sets and Two (2) full-sized sets of prints of "Record Drawings" shall be provided by Freese and Nichols, Inc. to the CITY.

6. Conservation of Funding

- 6.1. Budgeted fees calculated in each of the task categories listed above which go unused may be carried over into other task categories, but not applied to tasks outside the scope of this agreement.
- 6.2. All transfer for fees for services that go unused must be communicated to the CITY's Project Manager.

- 6.3. All unused fees that are not transferred to other tasks are expected to be reflected on invoices as unspent budget.

7. Internet Based Construction Management

- 7.1. The CONSTRUCTION REPRESENTATIVE will provide, for use by the CITY and selected Contractor, an internet-based construction management system. This system will be eBuilder, ProjectMates or approved equal.
- 7.2. The CONSTRUCTION REPRESENTATIVE will establish and maintain the project construction management system consistent with the requirements of the construction contract documents. The CONSTRUCTION REPRESENTATIVE will monitor the processing of contractor's submittals and provide for distribution, filing and retrieval of project documents, and provide monthly reports indicating the status of all submittals in the review process.
- 7.3. The CONSTRUCTION REPRESENTATIVE will monitor the process of the Contractor in sending and processing submittals to see that documentations is being processed in accordance with schedules.
- 7.4. The CONSTRUCTION REPRESENTATIVE will provide password protected access to the system for CITY, ENGINEER, Contractor, and other parties as needed.

8. Additional Services

- 8.1. Additional services may be performed by the CONSTRUCTION REPRESENTATIVE, if authorized by the CITY, and include any services not specifically included in the proposed scope of services in this contract.
- 8.2. Additional services, which may be required by the CITY, shall be based on the actual hours and costs in accordance with Exhibit C. No work will be undertaken with this item without specific written authorization from the CITY.

9. Other Provisions

- 9.1. The CONSTRUCTION REPRESENTATIVE's compensation is based on immediate authorization to proceed and timely completion of the project. If the project timing deviates from the assumed schedule for causes beyond the CONSTRUCTION REPRESENTATIVE's control, the CONSTRUCTION REPRESENTATIVE reserves the right to request renegotiation of the rates for those portions affected by the time change according to the hourly rates listed in Exhibit C.

FREESE AND NICHOLS, INC.

EXHIBIT B

This Exhibit B is part of the Agreement between Freese and Nichols, Inc. (the "CONSTRUCTION REPRESENTATIVE") and the City of Lubbock (the "CITY") for a Project here in so called generally described as:

SOUTHEAST WATER RECLAMATION PLANT EMERGENCY GENERATOR AND SWITCHGEAR

1. Budget Amount for Basic Construction Representation Services:

Not to Exceed: \$177,334

2. Terms of Payment

Payments to the CONSTRUCTION REPRESENTATIVE will be made as follows:

- A. The CONSTRUCTION REPRESENTATIVE shall provide the CITY sufficient documentation to reasonably substantiate the invoices.
- B. The CONSTRUCTION REPRESENTATIVE will issue monthly invoices for all work performed under this Agreement. Invoices are due and payment within 30 days of approved receipt.
- C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- D. If the CITY fails to make payment in full to the CONSTRUCTION REPRESENTATIVE for billings contested in good faith within 60 days of the amount due, the CONSTRUCTION REPRESENTATIVE may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the CONSTRUCTION REPRESENTATIVE shall have no liability to the CITY for delays or damages caused the CITY because of such suspension of services.

3. Direct Expenses (Reimbursable)

- A. The CONSTRUCTION REPRESENTATIVE's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CITY's project, including, but not limited to: necessary transportation costs, including CONSTRUCTION REPRESENTATIVE's current rates for CONSTRUCTION REPRESENTATIVE's vehicles; meals and lodging; laboratory test and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by the CONSTRUCTION REPRESENTATIVE. CONSTRUCTION REPRESENTATIVE and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.
- B. The CONSTRUCTION REPRESENTATIVE will be paid on an hourly basis rate, as shown in Exhibit C, and any subcontractor personnel services will be billed at cost as shown in Exhibit C. CONSTRUCTION REPRESENTATIVE and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.
- C. The CONSTRUCTION REPRESENTATIVE shall keep records on the basis of generally accepted accounting practices of costs and expenses and such records shall be available for inspection by the CITY during normal business hours.

4. Not to Exceed Compensation

The CONSTRUCTION REPRESENTATIVE will perform the Services described in Exhibit A at a "Not to Exceed" total compensation amount of \$177,334 unless this Agreement is amended otherwise by the City Council.

COMPENSATION

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Seventy Seven Thousand Three Hundred Thirty Four Dollars (\$177,334). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>	<u>Position</u>	<u>Rate</u>
PRINCIPAL	389	3D VISUALIZATION COORDINATOR	190
GROUP MANAGER	272	ENVIRONMENTAL SCIENTIST VII	243
ENGINEER VIII	295	ENVIRONMENTAL SCIENTIST VI	212
ENGINEER VII	289	ENVIRONMENTAL SCIENTIST V	179
ENGINEER VI	251	ENVIRONMENTAL SCIENTIST IV	156
ENGINEER V	196	ENVIRONMENTAL SCIENTIST III	134
ENGINEER IV	179	ENVIRONMENTAL SCIENTIST II	94
ENGINEER III	159	ENVIRONMENTAL SCIENTIST I	93
ENGINEER II	150	ARCHITECT VI	214
ENGINEER I	124	ARCHITECT V	194
ELECTRICAL ENGINEER VI	238	ARCHITECT IV	156
ELECTRICAL ENGINEER V	192	ARCHITECT III	150
ELECTRICAL ENGINEER IV	158	ARCHITECT II	121
ELECTRICAL ENGINEER III	145	ARCHITECT I	104
ELECTRICAL ENGINEER II	140	PLANNER VI	226
ELECTRICAL ENGINEER I	133	PLANNER V	174
MECHANICAL ENGINEER VI	228	PLANNER IV	137
MECHANICAL ENGINEER V	202	PLANNER III	125
MECHANICAL ENGINEER IV	177	PLANNER I	103
MECHANICAL ENGINEER III	156	HYDROLOGIST V	196
PROGRAM MANAGER II	233	HYDROLOGIST IV	154
CONSTRUCTION CONTRACT ADMIN III (Manager)	195	HYDROLOGIST III	142
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	160	HYDROLOGIST II	130
CONSTRUCTION CONTRACT ADMIN III (CM)	145	SENIOR GEOLOGIST	152
CONSTRUCTION CONTRACT ADMIN III (RPR)	111	GEOTECHNICAL ENGINEER VI	251
CONSTRUCTION CONTRACT ADMIN II (RPR)	126	PUBLIC INVOLVEMENT COORDINATOR	143
CONSTRUCTION CONTRACT ADMIN I (DCS II)	118	WEB SERVICES ADMINISTRATOR	167
CONSTRUCTION CONTRACT ADMIN I (DCS)	106	WORD PROCESSING/SECRETARIAL	86
DOCUMENT CONTROL CLERK	110	OPERATIONS ANALYST	155
SR DESIGNER	197	CONTRACT ADMINISTRATOR	98
DESIGNER II	168	INFORMATION SERVICES ADMINISTRATOR	85
DESIGNER I	141	INFORMATION SERVICES CLERK III	67
CADD DESIGNER	168	INFORMATION SERVICES CLERK II	63
TECHNICIAN IV	145	INFORMATION SERVICES CLERK I	62
TECHNICIAN III	115	CO-OP	75
TECHNICIAN II	96	STORMWATER ENGINEER VII	215
TECHNICIAN I	74	STORMWATER ENGINEER VI	198
GIS COORDINATOR	148	STORMWATER ENGINEER V	175
GIS ANALYST IV	138	STORMWATER ENGINEER IV	150
GIS ANALYST III	114	STORMWATER ENGINEER III	131
GIS ANALYST II	97	STORMWATER ENGINEER II	113
GIS ANALYST I	75	STORMWATER ENGINEER I	106

Rates for In-House ServicesTechnology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White \$0.10 per copy

Color \$0.25 per copy

Plot - Bond \$2.50 per plot

Plot - Color \$5.75 per plot

Plot - Other \$5.00 per plot

Binding \$0.25 per binding

OTHER DIRECT EXPENSES:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
December 17, 2015**

Capital Project Number: 92311
 Capital Project Name: SEWRP Emergency Generator & Switch Gear

Capital Project Number: 90346
 Capital Project Name: Lift Station Rehabilitation

	Budget	
	92311	90346
<i>Encumbered/Expended</i>		
City of Lubbock staff time	\$ 10,371	53,037
Freese and Nichols Inc	96,485	-
Bid Cost	827	813
Freese and Nichols Inc Contract 12004 - Design & Bidding	204,615	-
Sewer System Improvements		559,722
Recreation System Improvements		33,601
X8 Environmental		17,887
Kimley Horn and Associates		49,500
Berl Huffman Lift Station		282,320
West Texas Paving - Lift Station 54		89,700
CCTV Sewer Camera		116,500
 <i>Agenda Item December 17, 2015</i>		
Freese and Nichols Inc. Contract 12623	177,334	
Acme Electric Company Contract 12431	1,491,000	355,000
<i>Encumbered/Expended To Date</i>	<u>1,980,632</u>	<u>1,558,080</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Construction	219,368	526,920
<i>Remaining Appropriation</i>	<u>219,368</u>	<u>526,920</u>
Total Appropriation	<u>\$ 2,200,000</u>	<u>2,085,000</u>

Managing Department **Wastewater Treatment**

Project Manager **Mary Gonzales**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construct a generator facility to ensure electrical power to Lift Station 48 prior to the headworks and the Plant 4 intermediate lift station to maintain pump capacity during power outages. Design and install automatic switch gear on effluent pump station 2 to ensure automatic start of effluent pumps during power outages.

Project Justification

The ability to have generators to start influent and effluent pumps in emergency situations ensures the ability to pump raw wastewater into the Southeast Water Reclamation Plant and compliance with the City's Texas Pollution Discharge Elimination permit.

Project History

The project will ensure continuous reliable pumping of wastewater during power outages and emergency situations.

\$450,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

\$1,500,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

\$250,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-00094, September 10, 2015.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	1,800,000	250,000	0	0	0	0	0	2,050,000
Design and Engineering	150,000	0	0	0	0	0	0	150,000
Total Project Appropriation	1,950,000	250,000	0	0	0	0	0	2,200,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
FY 2013 10-Year Wastewater Revenue CO's	450,000	0	0	0	0	0	0	450,000
FY 2014 10-Year Wastewater Revenue CO's	926,517	0	0	0	0	0	0	926,517
FY 2016 10-Year Wastewater Revenue CO's	0	250,000	0	0	0	0	0	250,000
Wastewater Capital Project Fund	573,483	0	0	0	0	0	0	573,483
Total Funding Sources	1,950,000	250,000	0	0	0	0	0	2,200,000



Regular City Council Meeting

5. 11.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to approve a street design which will include islands in the street in accordance with City of Lubbock Code of Ordinances Chapter 38, Section 38.01.005(17).

Item Summary

Myers Development Corporation has requested that medians and islands be allowed in the final phase of Lakeridge Estates of Lubbock, Lots 315-352. This property is a continuation of eight previous phases of a residential subdivision that is located south of 98th Street and west of Quaker Avenue. The plat and corresponding letter attached herein state that the maintenance and ownership of these islands will remain with the Homeowners Association of Lakeridge Estates of Lubbock.

In accordance with Chapter 38 of the City of Lubbock Code of Ordinances, Section 38.01.005(17), islands or medians are only allowed in public streets upon approval by the City Council. Concrete pavement is the minimum pavement structure allowed around irrigated medians, and all design and construction details of the pavement structure around these irrigated islands or medians must be submitted to the City Engineer for approval.

Staff supports the installation of these medians based on the plat layout, the pavement structure requirements, and the maintenance and ownership stipulations described previously.

Fiscal Impact

None.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution

Developer letter

Plat

RESOLUTION

WHEREAS, Chapter 38, Section 38.01.005(17) of the Code of Ordinances of the City of Lubbock (Subdivision Regulations) requires City Council approval of a street design which will include an island within the street; and

WHEREAS, the Owner/Developer of Lakeridge Estates has requested that the City Council approve a street design that will include islands in streets within the boundaries of this development, platted as Tracts E and F, Lots 315 through 352, Lakeridge Estates, an addition to the City of Lubbock, Texas; and

WHEREAS, said islands are to remain under private ownership and will be owned and maintained as open space area by a homeowner's association; NOW THEREFORE:

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

THAT, the City Council of the City of Lubbock hereby approves the inclusion of islands in the streets within the boundaries of Lakeridge Estates, namely located on Topeka Avenue and 104th Street to 105th Street as shown on Exhibit "A" attached hereto and incorporated herein by reference to be owned and maintained by the Lakeridge Estates Property Owner's Association in accordance with the request of Myers Development Corporation ("Developer"), which request is attached hereto as Exhibit "A" and made a part hereof for all intents and purposes.

THAT, as a condition of approval, if any, of islands in the streets located within Lakeridge Estates, the Developer shall be required to present to the City Engineer the design and construction of a street pavement structure adjacent to such islands that exceeds the minimum standard specifications for street paving, and that design and construction proposal must be approved by the City Engineer.

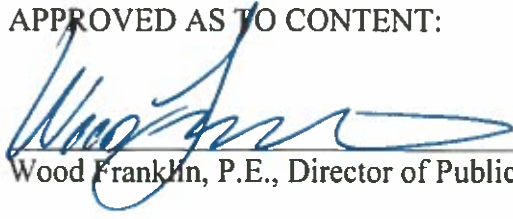
Passed by the City Council on the _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



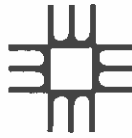
Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Subdivision Regs-Lakeridge Estates
December 1, 2015



MYERS DEVELOPMENT CORPORATION

Real Estate Development

October 21, 2015

Honorable Mayor and City Council
City of Lubbock, TX
1625 13th Street
Lubbock, TX 79457

Re: Proposed Medians in Lakeridge Estates of Lubbock, Lots 315-352

Dear Honorable Mayor and City Council;

Lakeridge Estates of Lubbock, Lots 315-352 is a proposed residential development within the city limits of the City of Lubbock bound on the west by the alley east of Utica Avenue, the east by Savannah Avenue, the north by the alley north of 104th Street, and the south by the alley south of 105th and 106th Street.

The property is owned by Myers Development and is a continuation of eight previous phases of Lakeridge south of 98th Street and west of Quaker Avenue.

On the face of the plat that we will submit we state that the medians and islands will be permanently owned and maintained by the Home Owners Association that is currently in place for the other phases. The Homeowners Association will be used to pay for maintenance, mowing, watering, electricity for the street lights, and any decorative feature.

We asking at this time that any medians and islands proposed for the final phase of Lakeridge Estates of Lubbock be allowed with the understanding that a proposed Homeowners Association will permanently own and maintain these features.

We are also requesting at this time that a “mock gate” be allowed to be constructed in the median as an entry feature. This gate will not be operable but serve only as a decoration and the sense of a “gated community” without the ability to close the gate. This gate will be built entirely within the limits of the platted median and outside of the street R-O-W.

If you should have any questions for me concerning this request please do not hesitate to call me at 806-789-7909 or you can contact our land planner and civil engineer, Cory Dulin, P.E. with AMD Engineering, LLC at 806-771-5976.

Thank you for your consideration,



Robert E. Myers
President
Myers Development Corporation

**LOTS 315-352 AND
TRACTS "E" & "F",
LAKERIDGE ESTATES
OF LUBBOCK**
an Addition to the City of Lubbock,
Lubbock County, Texas

PRELIMINARY: THIS DOCUMENT SHALL
NOT BE RECORDED OR ANY PURPOSE
THIS DOCUMENT IS INTENDED FOR
REVIEW PURPOSES ONLY FOR
RELEASE DATE: NOVEMBER 2, 2015



- 1/2" FOR ROAD WITH CAP, FT. OR
- 1/2" FOR ROAD, FT. OR
- 1" CHECKED IN CONCRETE, FT. OR
- 1/2" FOR ROAD WITH CAP, SET
- 1/2" CHECKED IN CONCRETE, SET
- POINT OF BEGINNING
- CDN COUNTY DEED FILE NUMBER
- CDN COUNTY DEED FILE NUMBER
- INCHES (MAY BE LOCATED) X 1/2"
- INCHES (MAY BE LOCATED) X 1/2"
- CONTROLLING SURROUND

Approved the _____ day of _____, 2015, by the
City Planning and Zoning Commission of the City of Lubbock, Texas.
Approved: _____ CHAIRMAN
ATTEST: _____ SECRETARY

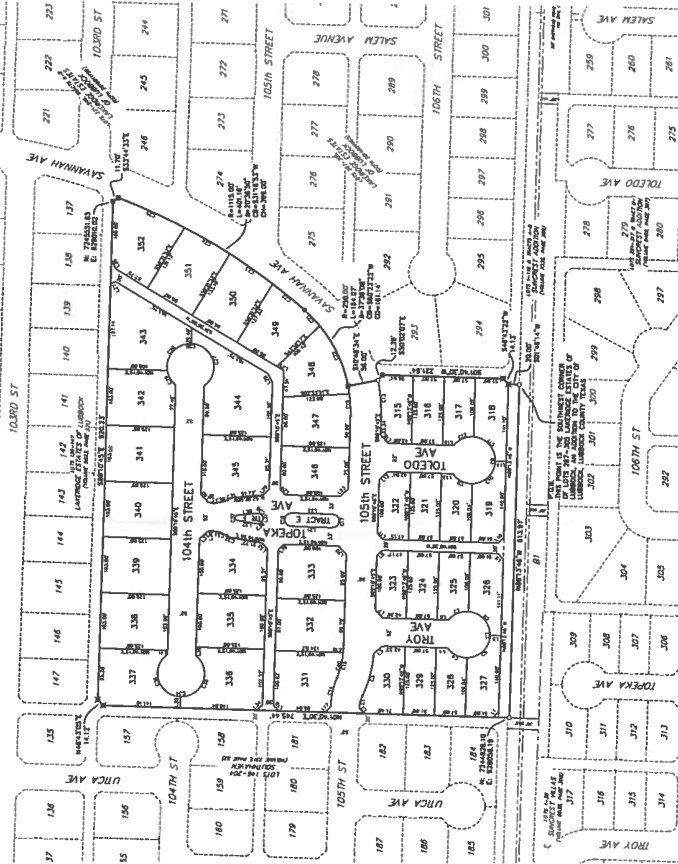
SHOW ALL LOTS BY THESE PRESENTS:
The undersigned, _____, of the County of _____, State of _____, do hereby certify that the above described property is a portion of the Lakeridge Estates of Lubbock, an addition to the City of Lubbock, Texas, as recorded on _____.

COLUMBIA ENGINEERING
2007 H.W. Street, Suite 5
Lubbock, TX 79401
Tel: 806-771-7635
Fax: 806-771-7635



CIVIL ENGINEERING
LAND SURVEYING
LAND DEVELOPMENT
LUBBOCK, TEXAS
TEL: 806-771-7635
FAX: 806-771-7635

Accuracy - Integrity



LINE	LENGTH	BEARINGS
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Regular City Council Meeting

5. 12.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a blanket easement located in Tract K, Elm Park Addition, 32nd and Milwaukee Avenue.

Item Summary

This ordinance abandons a blanket easement located in Tract K, Elm Park Addition. The easement is no longer needed due to new development on the tract. Public Works Engineering and all utility companies are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Ordinance & Map - Elm Park Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A BLANKET EASEMENT LOCATED IN TRACT K, ELM PARK ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement hereinafter described in the body of this Ordinance is 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 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 as follows:

All blanket easements granted within Tract "K", Elm Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded under County Clerk File Number 2013021186, Official Public Records of Lubbock County, Texas.

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 _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

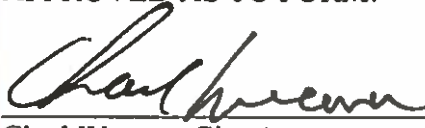
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

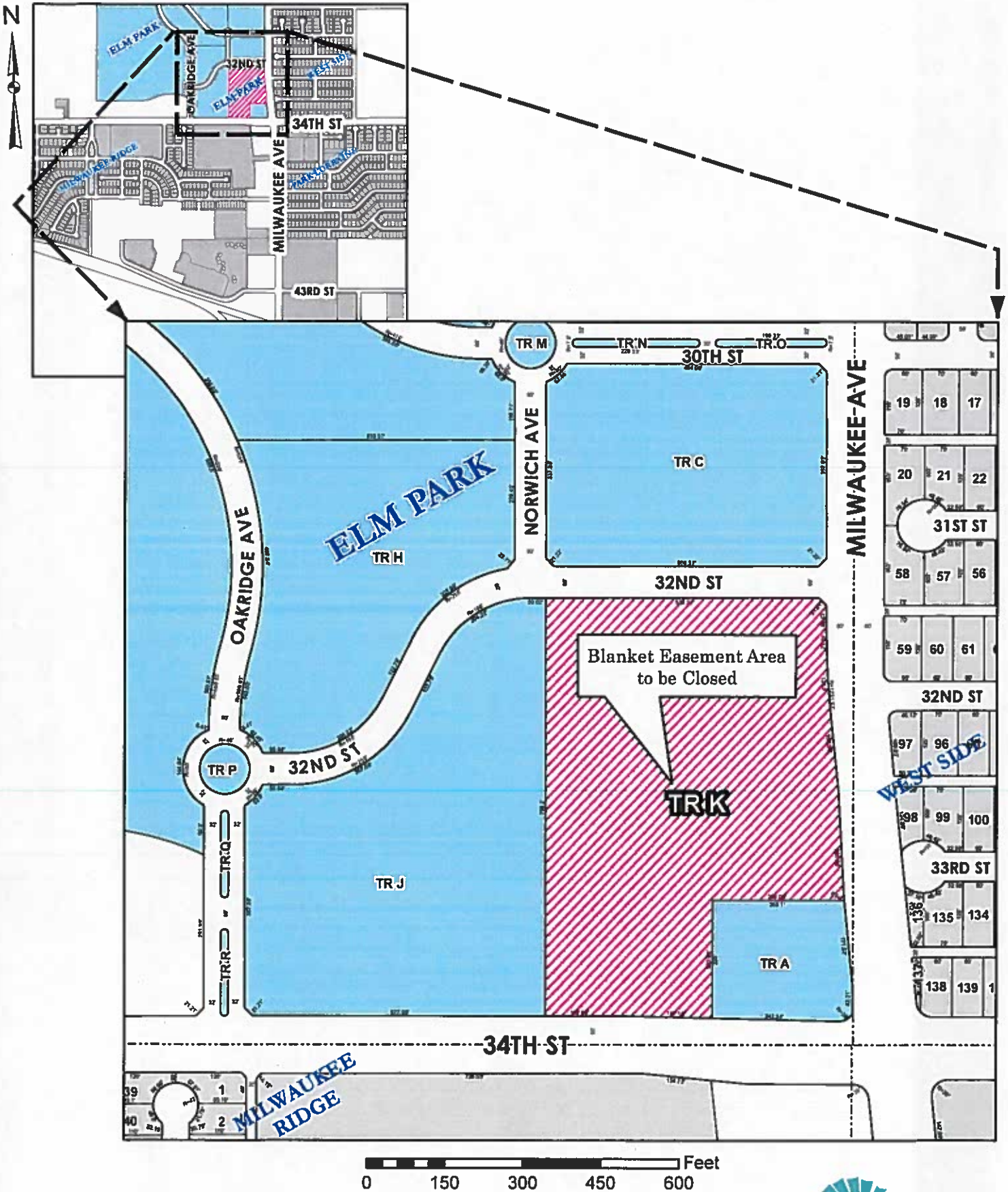
APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-UUE-Elm Park Addn.ord 11.5.15

Proposed Closing of All Blanket Easements within Tract K, Elm Park Addition



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries



Regular City Council Meeting

5. 13.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a deed without warranty transferring 7.86 acres located at 1502 Mac Davis Lane to the College Baseball Foundation for the public purpose of construction and operation of the National College Baseball Hall of Fame.

Item Summary

In 2010, by Resolution 2010-R0300, the City of Lubbock (City) signed a Commitment Agreement with the College Baseball Foundation (CBF) to provide approximately five acres north of Mac Davis Lane at the Civic Center for the purpose of construction and operation of the National College Baseball Hall of Fame. In 2015, the Commitment Agreement was amended by Resolution 2015-R0308 to include the parking lot adjacent to Mac Davis Lane bringing the total acreage to 7.86 acres.

One of the requirements for the transfer of the property was that construction of the National Baseball Hall of Fame begin prior to December 31, 2015. CBF has requested the property be transferred so that they can enter the property to do necessary engineering and begin construction of a permanent facility.

The National College Baseball Hall of Fame will house a Museum that will provide for the display of inductee's histories, baseball memorabilia, and educational interactive materials and will be utilized in a manner to promote the public purpose. The deed states that if CBF ceases to use the property in a manner that promotes the public purpose of a College Baseball Hall of Fame Museum, ownership of the property automatically reverts to the City.

Fiscal Impact

Economic impact to the city will be based on the number of visitors to the College Baseball Hall of Fame.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - College Baseball Foundation Deed

Deed & Exhibit - College Baseball Foundation Deed

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Deed Without Warranty transferring 7.86 acres located at 1502 Mac Davis Lane, Lubbock, to the College Baseball Foundation for the public purpose of construction and operation of the National College Baseball Hall of Fame. Said Deed Without Warranty is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

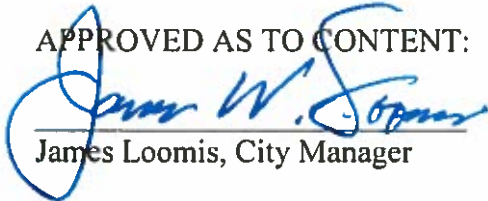
Passed by the City Council on _____, 2015

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


James Loomis, City Manager

APPROVED AS TO FORM:


Linda L. Chamales,
Economic Development Attorney

Lc: cityatt/Linda/Res- CBF Deed
December 1, 2015

DEED WITHOUT WARRANTY

DATE:

GRANTOR: City of Lubbock, Texas

GRANTOR'S MAILING ADDRESS

P.O. Box 2000
Lubbock, TX 79457

GRANTEE: College Baseball Foundation

GRANTEE'S MAILING ADDRESS

2524 82nd Street
Lubbock, Texas 79423-2250

CONSIDERATION:

Grantor and Grantee expressly stipulate that Grantee shall utilize the Property solely in a manner that promotes a public purpose of the Grantor. Grantor and Grantee stipulate that the consideration of public purpose use by Grantee is the sole consideration to be received by Grantor for the conveyance of the Property by Grantor and that such consideration is sufficient in all respects.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

The Property Description is attached as Exhibit "A"

The Property is conveyed to Grantee, and Grantee's successors and assigns for so long as the Property is used to promote a public purpose of the Grantor. If the Property ceases to be so used, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, and Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of the Grantor, it being the

intent of Grantor to convey a fee simple determinable estate to the Grantee. For the purposes hereof, "public purpose" of the Grantor shall mean a College Baseball Hall of Fame Museum.

REPRESENTATIONS AND WARRANTIES OF GRANTEE:

Grantee warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the

Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied itself as to

the title, type, condition, quality and extent of the property and property interests which comprise the Property it is receiving pursuant to this Deed Without Warranty.

Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successors thereto) are expressly excluded.

EXECUTED THIS _____ DAY OF _____, 2015.

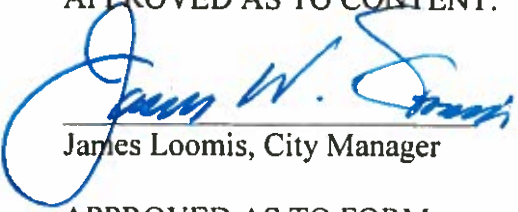
GRANTOR:
CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garzas, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

State of Texas §

County of Lubbock §

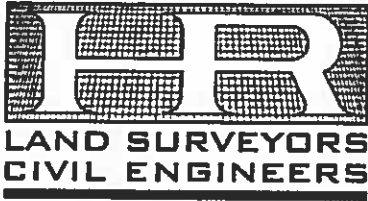
This instrument was acknowledged before me on this ____ day of _____, 2015 by
Glen C. Robertson, as Mayor of the City of Lubbock.

Notary Public, State of Texas
My commission expires: _____

GRANTEE:
College Baseball Foundation



By: Mike Gustafson
Title: President/CEO



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 100876-00



METES AND BOUNDS DESCRIPTION of a 7.861 acre tract of land, being a portion of Lot 1, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521 of the Deed Records of Lubbock County, Texas (DRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the North right-of-way line of Mac Davis Lane as dedicated by plat recorded in Volume 5, Page 384, DRLCT, and the East right-of-way line of Avenue "O" as dedicated by plat recorded in Volume 1349, Page 521, DRLCT, same being the original most Southerly Southwest corner of said Lot 1 and the most Southerly Southwest corner of this tract;

THENCE Northwesterly, along said East right-of-way line, along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 117°15'50", tangent lengths of 41.01 feet, a chord distance of 42.69 feet and a chord bearing of N. 29°40' 52" W. to a 1/2" iron rod with cap found at a point of reverse curvature, at the most Westerly Southwest corner of this tract;

THENCE Northeasterly, continuing along said East right-of-way line, along a curve to the left, said curve having a radius of 488.00 feet, a central angle of 27°15'50", tangent lengths of 118.35 feet, a chord distance of 230.03 feet and a chord bearing of N. 15°19'09" E. to a 1/2" iron rod with cap found at a point of tangency;

THENCE N. 01°41'14" E., continuing along said East right-of-way line, a distance of 352.08 feet to a 1/2" iron rod with cap found in the South right-of-way line of Marsha Sharp Freeway as described in Volume 7235, Page 120 of the Official Public Records of Lubbock County Texas, at the most Westerly Northwest corner of this tract;

THENCE N. 51°46'45" E., along said South right-of-way line, a distance of 52.43 feet to a 1/2" iron rod with cap found at a point of intersection, at the most Northerly Northwest corner of this tract;

THENCE Southeasterly, continuing along said South right-of-way line, along a curve to the left, said curve having a radius of 1362.77 feet, a central angle of 06°09'49", tangent lengths of 73.37 feet, a chord distance of 146.53 feet and a chord bearing of S. 85°05'37" E. to a 1/2" iron rod with cap found at a point of tangency;

THENCE S. 88°10'31" E., continuing along said South right-of-way line, a distance of 405.49 feet to a 1/2" iron rod with cap found at the Northeast corner of this tract;

THENCE S. 01°41'14" W. a distance of 481.34 feet to a 1/2" iron rod with cap set for the most Easterly Southeast corner of this tract;

THENCE N. 88°18'46" W. a distance of 84.07 feet to a "MAG" nail with washer set for a point of curvature;

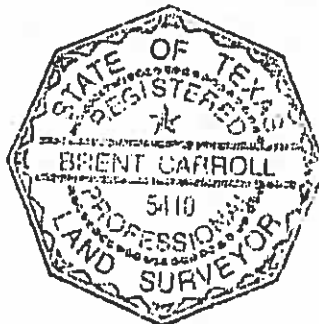
THENCE Southwesterly, along a curve to the left, said curve having a radius of 277.56 feet, a central angle of 63°50'14", tangent lengths of 172.89 feet, a chord distance of 293.50 feet and a chord bearing of S. 59°46'07" W. to an "X" cut in concrete set in the North right-of-way line of said Mac Davis Lane, for the most Southerly Southeast corner of this tract;

THENCE N. 88°18'46" W., along said North right-of-way line, a distance of 290.80 feet to the Point of Beginning.

Contains 7.861 acres

Surveyed on the ground
November 30, 2015

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas



PROPOSED LOT 1-A, BLOCK 1

MEMORIAL CENTER ADDITION

TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

MARSHA SHARP FREEWAY

(VARIABLE WIDTH PUBLIC RIGHT OF WAY)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

"O" AVENUE

PROPOSED
LOT 1-A, BLOCK 1
7.861 ACRES

R=25.00'
Δ=17°55'00"
T=41.01'
D=42.69'
CB=129°40'52"W

MAC DAVIS LANE

- -Found 1/2" iron rod with cap
- -Found 1/2" iron rod
- -Set 1/2" iron rod with cap
- ⊕ -Set nail with washer
- ⊗ -Set cross cut on concrete



Not to Scale

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 783-5842
FAX: 806 / 783-3891

TEXAS LICENSED SURVEYING FIRM 100576-00
TEXAS REGISTERED ENGINEERING FIRM F-700



Regular City Council Meeting

5. 14.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute service agreement 12531 for the building automation system and three Trane centrifugal chillers at Lubbock Preston Smith International Airport with Trane U.S., Inc. dba Trane.

Item Summary

The Trane service agreement is for the building automation systems, driven by Trane Tracer controls and is vital to the operation of the HVAC equipment at Lubbock Preston Smith International Airport. The service will provide system analysis and review control loop tuning, sequence of operation verification, tracer database backup, software service pack updates, operator coaching, repair and replacement for parts and labor, and emergency on-site response. The service fees for the inspection and maintenance services are as follows:

Service Year	Annual Amount
Year 1	\$4,020
Year 2	4,200
Year 3	4,392
Year 4	4,596
Year 5	4,800

The Trane select service agreement will also provide planned maintenance and repair for the HVAC system for Lubbock PrestonSmith International Airport. The agreement assures that factory recommended services are executed on schedule. Trane will collect data on the HVAC to monitor the systems performance. The service will provide scheduled maintenance, refrigerant management, laboratory analysis, and specified system repairs. The service fees for the three Trane centrifugal chillers are as follows:

Service Year	Annual Amount
Year 1	\$30,888
Year 2	27,600
Year 3	28,848
Year 4	30,144
Year 5	31,500

Both service agreements will be for five years beginning March 1, 2016, with an automatic one year period. This \$170,988 contract with Trane U.S., Inc. d/b/a Trane is proposed using Texas Cooperative Purchasing Network (TCPN) contract R150502. TCPN is the Region 4 Education Service Center cooperative purchasing program, which offers contracts that have been established through open competition as prescribed by the laws of the State of Texas. Enabling statutes for TCPN can be found in the VTCA Government Code, Chapter 791 Interlocal Cooperation Act.

Staff and Airport Advisory Board recommend approval of the service agreements with Trane U.S., Inc. d/b/a Trane.

Fiscal Impact

The service agreement will be paid from the airport's operating budget account 4615.8228.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - Trane U.S., Inc dba Trane

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 Service Agreement for Trane Equipment at Lubbock Preston Smith International Airport, by and between the City of Lubbock and Trane U.S. Inc. dba Trane, 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 _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:



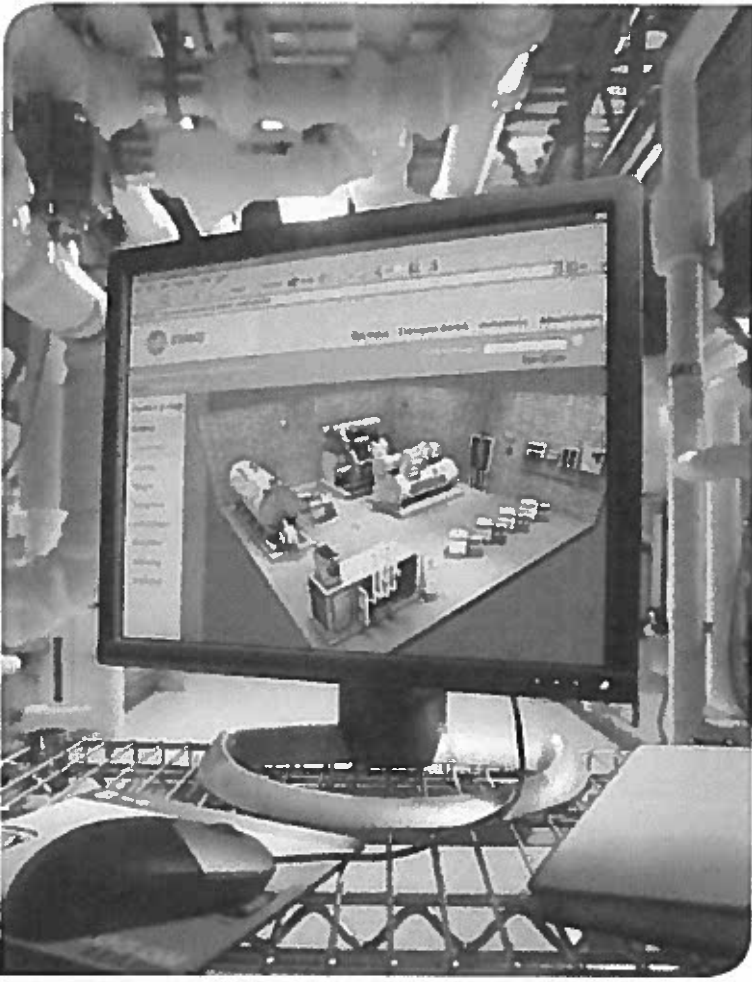
Mitchel Satterwhite, First Assistant City Attorney

RES.Service Agrmnt-Trane U.S. Inc. dba Trane & COL
9.21.2015



Trane Service Agreement

Building Automation System



SERVICE PROPOSAL FOR:
Lubbock City Of
 PO Box 2000
 Lubbock, Texas 79401 U.S.A.
 Steve Nicholson

SITE ADDRESS:
 Lubbock International Airport
 5401 North Martin Luther King Boulevard
 Lubbock, Texas 79403
 United States

LOCAL TRANE OFFICE:
 Trane U.S. Inc. dba Trane
 717 E. 40th St.
 Lubbock, Texas 79404

LOCAL TRANE REPRESENTATIVE:
 Steve York
 Office: (806) 747-0266

PROPOSAL ID / AGREEMENT NUMBER:
 1960057 / 982469B

TCPN NUMBER/TCPN CONTRACT NUMBER
 02-10093-15-001/R150502 HVAC Equip & Svc

DATE:
 August 06, 2015





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Executive Summary

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

This Service Agreement for Building Automation Systems will provide comprehensive support and services as specified in the scope of the agreement, plus parts, labor and materials for repairs on selected BAS components. The agreement assures that factory recommended services are executed on scheduled intervals to maintain peak performance. With repairs included in your annual full service plan, this BAS service agreement helps you avoid unplanned down time and minimize any unexpected expense.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your BAS is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems helping you to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Trane BAS Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%*
- Reduce downtime by 35-45%*
- Lower equipment repairs and maintenance costs by 25-30%*
- Reduce energy consumption by 5-20%*

*Source: FEMP O&M Guide—August 2010

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of this building automation system support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.



Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.



Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

The Agreement

SERVICE PROPOSAL FOR:

Lubbock City Of
PO Box 2000
Lubbock, Texas 79401 U.S.A.
Steve Nicholson

SITE ADDRESS:

Lubbock International Airport
5401 North Martin Luther King Boulevard
Lubbock, Texas 79403
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc. dba Trane
717 E. 40th St.
Lubbock, Texas 79404

LOCAL TRANE REPRESENTATIVE:

Steve York
Office: (806) 747-0266

PROPOSAL ID / AGREEMENT NUMBER:

1960057 / 982469B

DATE:

August 06, 2015

CONTACT TELEPHONE NUMBER FOR SERVICE:

(806) 747-0266

Scope of Services – Standard Inclusions

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of primary controller database to expedite system recovery and restoration to the last known set-up following a catastrophic event.





Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they understand how to effectively use the system.

Repair and Replacement Parts and Labor

Trane will provide labor and/or materials to repair or replace failed or worn specified components of the BAS to maintain peak operating condition, and to reduce the financial burden of unexpected replacement and emergency repairs. Suspected faulty components may be repaired or replaced to proactively avert system interruptions.

Emergency On-site Response

With emergency on-site response, Trane responds to emergency service requests with a physical presence at the facility. Depending on the specific contractual coverage, the on-site dispatch will either be covered under the terms of the agreement or treated as a billable service call.

Obtaining Service

To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Equipment Coverage and Services

The following "Covered Equipment" will be serviced at:

Lubbock International Airport

The following "Covered Equipment" will be serviced at Lubbock International Airport:

Equipment	Manufacturer	Model Number	Serial Number
Tracer 100i, 100L, CPM Panels	Trane	EMTH000AAC	E94K00130

Description	Quantity Per Term
Physical Inspection (Service 1)	5
Digital Inspection (Service 2)	15





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Pricing and Acceptance

Steve Nicholson
 Facilities Engineer
 Lubbock City Of
 PO Box 2000
 Lubbock, Texas 79401 U.S.A.

Site Address:
 Lubbock International Airport
 5401 North Martin Luther King Boulevard
 Lubbock, Texas 79403
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$4,020.00	\$335.00	Monthly
Year 2	\$4,200.00	\$350.00	Monthly
Year 3	\$4,392.00	\$366.00	Monthly
Year 4	\$4,596.00	\$383.00	Monthly
Year 5	\$4,800.00	\$400.00	Monthly

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **132.05 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is **5** years, beginning **March 01, 2016** and expiring **February 28, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on February 28, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or





how to cancel this Agreement, Trane can be either reached by telephone at (806) 747-0266 or by direct mail addressed to 717 E. 40th St. Lubbock, Texas 79404.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the Current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term less the price of any Additional Work that is not recurring) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CITY OF LUBBOCK, TEXAS (OWNER)

By: _____
Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:
Kelly Campbell

Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:
Mich Satterwhite

Mich Satterwhite, First Assistant City Attorney

Office: (806) 747-0266
Proposal Date: August 06, 2015

TRANE ACCEPTANCE
Trane U.S. Inc. dba Trane
[Signature]

Authorized Representative

Account Manager

Title

10/26/2015

Signature Date

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292 512-463-6599
License TACLA019613C





Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks, pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping, hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state,





or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:





Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.12-





5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)





Appendix



Safety
Customer Service
Flows



Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.



Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Physical Inspection

Description

- Physical Inspection
- BAS-930 Operator Workstation
- BAS-970 Time of Day Programming
- BAS-975 Temperature Control
- Inspect Site Program

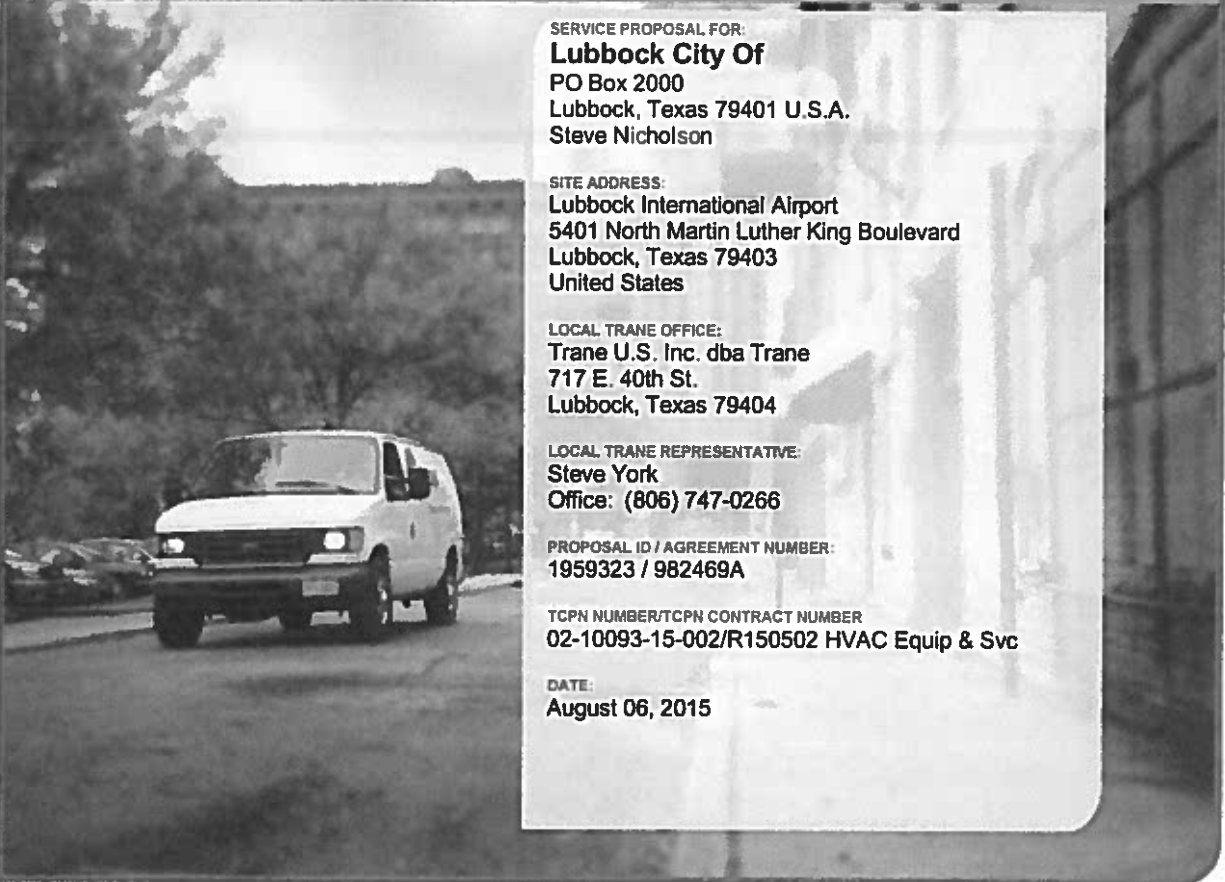
Service 2: Digital Inspection

Description

- BAS Digital Inspection
- BAS-930 Operator Workstation
- BAS-970 Time of Day Programming
- BAS-975 Temperature Control



Trane Select Service Agreement



SERVICE PROPOSAL FOR:

Lubbock City Of
PO Box 2000
Lubbock, Texas 79401 U.S.A.
Steve Nicholson

SITE ADDRESS:

Lubbock International Airport
5401 North Martin Luther King Boulevard
Lubbock, Texas 79403
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc. dba Trane
717 E. 40th St.
Lubbock, Texas 79404

LOCAL TRANE REPRESENTATIVE:

Steve York
Office: (806) 747-0266

PROPOSAL ID / AGREEMENT NUMBER:

1959323 / 982469A

TCPN NUMBER/TCPN CONTRACT NUMBER

02-10093-15-002/R150502 HVAC Equip & Svc

DATE:

August 06, 2015



TRANE SELECT SERVICE AGREEMENT

Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SELECT SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Lubbock City Of will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments

Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

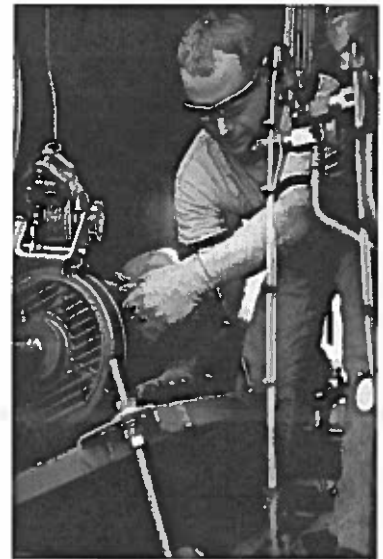
Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.



Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

Lubbock City Of
PO Box 2000
Lubbock, Texas 79401 U.S.A.
Steve Nicholson

SITE ADDRESS:

Lubbock International Airport
5401 North Martin Luther King Boulevard
Lubbock, Texas 79403
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc. dba Trane
717 E. 40th St.
Lubbock, Texas 79404

LOCAL TRANE REPRESENTATIVE:

Steve York
Office: (806) 747-0266

PROPOSAL ID / AGREEMENT NUMBER:

1959323 / 982469A

TCPN NUMBER/TCPN CONTRACT NUMBER

02-10093-15-002/R5045 HVAC Equip & Svc

DATE:

August 06, 2015

CONTACT TELEPHONE NUMBER FOR SERVICE:

(806) 747-0266





TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

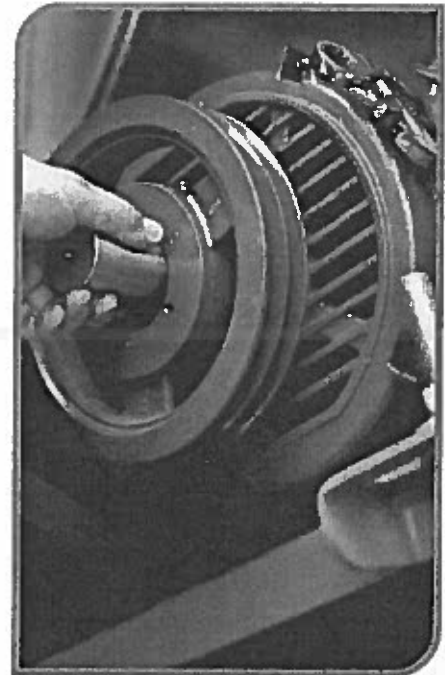
Refrigerant Management

This scope includes:

- Refrigerant Replacement at 100% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls.

Obtaining Service

To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:
Lubbock International Airport

The following "Covered Equipment" will be serviced at Lubbock International Airport:

Equipment	Manufacturer	Model Number	Serial Number
Centrifugal Chiller	Trane	CVHE032FA1	L91B01241
Centrifugal Chiller	Trane	CVHE032FA1	L94J09303
Centrifugal Chiller	Trane	CVHE032FAQ	L88F02743

Description	Quantity Per Term
Centrifugal Annual Inspection (Service 2)	5
Condenser Tube Brushing (Service 4)	5
Evaporator Tube Brushing (Service 5)	1
Condenser and Evaporator Eddy Current Test (Service 1)	1
Centrifugal Operational Quarterly Inspection (Service 3)	15



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Steve Nicholson
 Facilities Engineer
 Lubbock City Of
 PO Box 2000
 Lubbock, Texas 79401 U.S.A.

Site Address:
 Lubbock International Airport
 5401 North Martin Luther King Boulevard
 Lubbock, Texas 79403
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$30,888.00	\$2,574.00	Monthly
Year 2	\$27,600.00	\$2,300.00	Monthly
Year 3	\$28,848.00	\$2,404.00	Monthly
Year 4	\$30,144.00	\$2,512.00	Monthly
Year 5	\$31,500.00	\$2,625.00	Monthly

A one-time 10.00 % discount is offered for full payment of 5 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 12,356.00 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 5 years, beginning March 01, 2016. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on February 28, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be either reached by telephone at (806) 747-0266 or by direct mail addressed to 717 E. 40th St. Lubbock, Texas 79404.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the Current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term less the price of any Additional Work that is not recurring) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

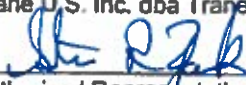
Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CITY OF LUBBOCK, TEXAS (OWNER)		Office: (806) 747-0266
By: _____ Glen C. Robertson, Mayor		Proposal Date: August 08, 2015
ATTEST: _____ Rebecca Garza, City Secretary		TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
APPROVED AS TO CONTENT: _____ Kelly Campbell, Director of Aviation		 Authorized Representative
APPROVED AS TO FORM: _____ Mitch Satterwhite, First Assistant City Attorney		Account Manager Title
		10/26/2015 Signature Date

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292, 512-463-6599
License TACLA20527C



Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

- 1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 3. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 4. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 5. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 6. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 7. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 8. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring, recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping

equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure: corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. **Remote Connectivity.** Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. Electronic Monitoring. Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)

Appendix

CONTENTS:

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.

Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

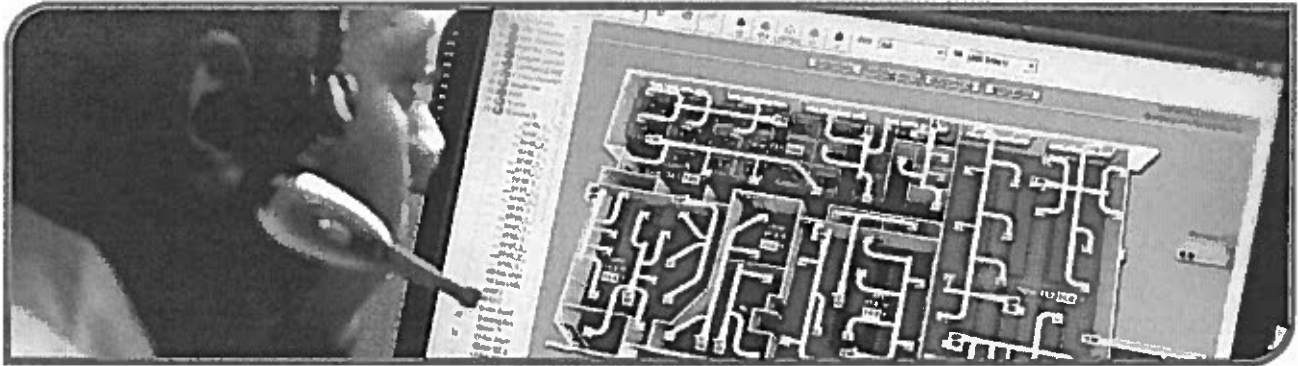
Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Eddy Current Test

Description

- Eddy Current Testing Condenser in First Year of Maintenance Contract Only
- Eddy Current Testing Evaporator in First Year of Maintenance Contract Only

Service 2: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Leak Check With Hot Water/Electric
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller

- Manual Log With Electronic Device

Service 3: Centrifugal Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Manual Log With Electronic Device

Service 4: Condenser Tube Brushing

Description

- Condenser Tube Brushing Including Head Removal

Service 5: Evaporator Tube Brushing

Description

- Evaporator Tube Cleaning With Dropping Head in First Year of Maintenance Contract Only



Regular City Council Meeting

5. 15.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute a lease agreement extension for real property located at 1601 Mac Davis Lane under contract 9596 between the City of Lubbock and HMOT Properties, LLC of Lubbock.

Item Summary

The City of Lubbock as a tenant maintains a commercial lease with HMOT Properties, for a 13,392 square foot building located at 1601 Mac Davis Lane occupied by the City of Lubbock Fire Marshal's Office. The term of the lease is for 5 years beginning November 1, 2010. With the present lease agreement set to expire, the City of Lubbock seeks to extend the commercial lease for an additional 3 month term commencing immediately following the expiration of the initial term. All provisions of the current lease including monthly rent of \$9,765 shall remain in force and effect as originally written and agreed to both parties throughout the duration of the new extended lease term.

Fiscal Impact

\$29,295 for the extended 3 months lease property was approved in the FY 2015-16 budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
Lance Phelps, Fire Chief

Attachments

Resolution - Amendment Lease- HMOT Properties

Amendment to Lease - HMOT Properties, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to Lease, by and between the City of Lubbock and HMOT Properties, LLC, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

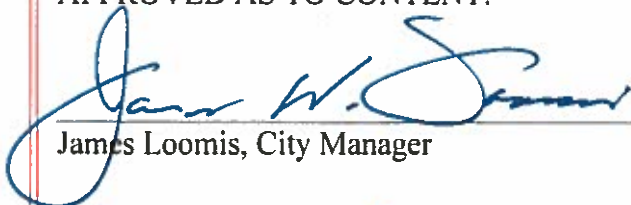
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

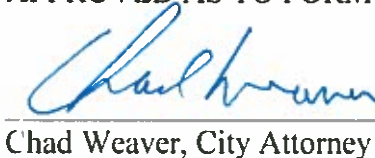


James Loomis, City Manager



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdocs/RES.Amend Lease-HMOT Properties
December 2, 2015

AMENDMENT TO LEASE

This Amendment to Lease is entered into this ____ day of _____, 2015 by and between the CITY OF LUBBOCK (“Tenant”) and HMOT PROPERTIES, LLC. (“Landlord”).

RECITALS

Cash Register Services, Inc., as Landlord and the City of Lubbock as Tenant entered into a Commercial Lease with respect to real property located at 1601 Mac Davis Avenue and 510 Avenue O, Lubbock, Lubbock County, Texas (the “Lease Premises”).

Cash Register Service, Inc. sold, signed and transferred the Lease Premises to HMOT Properties, LLC, who is the current owner of the Lease Premises and Assignee under the Commercial Lease.

Paragraph 35 of the Commercial Lease grants to Tenant two (2) five (5) year options to extend the Lease Agreement with 180 days of advanced written notice from Tenant to Landlord. Landlord and Tenant enter into this Amendment with the intention of extending the Lease without the exercise of the options and to provide for new options as set forth herein and the terms related to the extension of said Lease Agreement.

AGREEMENT

1.1 Tenant hereby declines its right to extend the Commercial Lease for an additional five (5) year term as provided in Paragraph 35 of the Commercial Lease. However, Tenant wishes to extend the lease for an additional three (3) month term. The commencement of the new three (3) month lease term shall commence immediately following the expiration of the initial term of the Commercial Lease.

2.2 It is agreed that the Tenant shall pay to Landlord the base monthly rent at \$9,765.00 per month during the new extended lease term.

2.3 The Commercial Lease is hereby amended to delete 510 Avenue O, Lubbock, Lubbock County, Texas from the Leased Premises, effective at the expiration of the initial term of the Commercial Lease.

2.4 The address of HMOT Properties, LLC for purposes of Paragraph 4.E. and Paragraph 34 is hereby amended to: HMOT Properties, LLC, and 13912 FM 1730, Lubbock, Texas 79424.

2.5 All other provisions of the Commercial Lease not amended herein remain in force and effect as originally written and agreed to by the parties.

(Signature Page Follows)



Regular City Council Meeting

5. 16.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute a job order contract 16-12575-JOC with Collier Construction Company of Lubbock, Texas for the water damage repair at Lubbock Business Center (LBC), 1301 Broadway.

Item Summary

Plans and specs were developed under a separate contract with Armko Industries, Inc. This project will provide a watertight facility for LBC. This project includes saw cutting approximately three feet width of existing concrete sidewalk as noted on drawings; excavate approximately eighteen inches in depth and apply waterproofing; install new concrete finish at sidewalk location; remove stone façade at four different locations, approximately forty linear feet by ten feet in height; apply damp-proofing, flashing, and install standard plaster finish; remove existing soil from two planters located on the north elevation of facility; applying new waterproofing and install new soil and finish; repairing deteriorated stucco finish on the north and east elevations of the existing facility; and install new elastomeric coating to all four elevations. The TX04-112012-CCC contract with Collier Construction Company is made through National Joint Powers Alliance (NJPA) which is a cooperative purchasing membership that serves over 50,000 members. NJPA offers a multitude of contracted products, equipment and service opportunities to education, state and local governments and other non-profit entities. This cooperative purchasing membership agreement provides benefits to the City including: compliance with State bid requirements, qualified vendors for goods and services, reduced administrative costs, reduced cost of goods and services, and increased efficiency. The City Council must pass a resolution requesting that Lubbock be allowed to participate on a voluntary basis in the cooperative purchasing membership pursuant, to the Inter-local Cooperation Act, Chapter 791, Government Code, and Cooperative Purchasing Program, Chapter 271, Local Government Code.

Fiscal Impact

\$2,064,072 is appropriated in Capital Improvement Project 8600, Water Damaged Facilities, with \$455,795 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

[Resolution & Contract - Collier Construction Company](#)

[Budget Detail](#)

[CIP Detail](#)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract Number 16-12575-JOC for the water damage repair at the Lubbock Business Center, located at 1301 Broadway, by and between the City of Lubbock and Collier Construction Company, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES. Collier Construction Company 11.18.15
11.18.15

Work Order Signature Document

NJPA EQIQC Contract No.: TX04-112012-CCC	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 036014.00 & 03415.00	Work Order Date: 11/16/15
Work Order Title: Lubbock Business Center Waterproofing	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Collier Construction</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Scott Collier</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806)741-1982</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EQIQC Contract No. TX04-112012-CCC	
Brief Work Order Description: Lubbock Business Center exterior waterproofing and restoration of conference rooms/offices	
Time of Performance	Start Date:
	Estimated Completion Date:

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
036014.00 & 03415.00	Lubbock Business Center	\$455,795.26

CITY OF LUBBOCK

Glen C. Robertson, Mayor



Scott Collier
Collier Construction Company

Attest: _____
Rebecca Garza, City Secretary

Owner's Representative


Wesley Everett, Director of Facilities

APPROVED AS CONTENT:


Mark Yearwood, Chief Information Office
Assistant City Manager

APPROVED AS TO FORM:


Laura A. Smith
Assistant City Attorney

Work Order Signature Document

NJPA EZIQC Contract No.: TX04-112012-CCC

New Work Order **Modify an Existing Work Order**

Work Order Number.: 036014.00

Work Order Date: 11/16/2015

Work Order Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal

Owner Name: City of Lubbock

Contractor Name: Collier Construction Company

Contact: Chad Price

Contact: Scott Collier

Phone: (806) 775-2272

Phone: (806) 741-1982

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No TX04-112012-CCC.

Brief Work Order Description:

LBC exterior waterproofing and sign removal

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$380,299.40

Owner Purchase Order Number:

Approvals

Chad Price
Owner

Date

Scott Collier
Contractor

Date

Detailed Scope of Work

To: Scott Collier
 Collier Construction Company
 2202 Avenue E
 Lubbock, TX 79404
 (806) 741-1982

From: Chad Price
 City of Lubbock
 1625 13th Street, Room 204
 Lubbock, TX 79457
 (806) 775-2272

Date Printed: November 16, 2015

Work Order Number: 036014.00

Work Order Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal

Brief Scope: LBC exterior waterproofing and sign removal

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

1. Saw cut approximately three (3') foot width of existing concrete sidewalk as noted on drawings. Excavate approximately eighteen (18") inches in depth and apply waterproofing as specified. Install new concrete finish at sidewalk location as specified.
2. Remove stone façade at four (4) different locations (approximately forty (40') linear feet by ten (10') feet in height. Apply damp-proofing, flashing, and install standard plaster finish as specified.
3. Remove existing soil from two (2) planters located on the north elevation of facility. Apply new waterproofing as specified and install new soil and finish as specified.
4. Repair any deteriorated stucco finish on the north and east elevations of the existing facility as specified. Install new elastomeric coating to all four elevations as specified.

Subject to the terms and conditions of JOC Contract TX04-112012-CCC.

Scott Collier
 Contractor

11-16-15
 Date

Chad Price
 Owner

 Date

Contractor's Price Proposal - Summary

Date: November 16, 2015

Re: IQC Master Contract #: TX04-112012-CCC
Work Order #: 036014.00
Owner PO #:
Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal
Contractor: Collier Construction Company
Proposal Value: \$380,299.40

Section - 01	\$87,948.73
Section - 02	\$1,445.90
Section - 04	\$214,646.77
Section - 07	\$28,254.61
Section - 09	\$41,978.50
Section - 10	\$1,839.05
Section - 32	\$4,185.84
Proposal Total	\$380,299.40

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: November 16, 2015

Re: IQC Master Contract #: TX04-112012-CCC
 Work Order #: 036014.00
 Owner PO #:
 Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal
 Contractor: Collier Construction Company
 Proposal Value: \$380,299.40

Sect.	Item	Mod.	UOM	Description	Line Total		
Labor	Equip.	Material	(Excludes)				
Section - 01							
1	01	22	20	00	HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$2,267.38
					Installation	Quantity 80.00 x Unit Price 21.46 x Factor 1.3207 = Total 2,267.38	
						Labor added for hand excavation of two planters and reinstallation of topsoil.	
2	01	22	20	00	HR	LatherTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$3,358.80
					Installation	Quantity 80.00 x Unit Price 31.79 x Factor 1.3207 = Total 3,358.80	
						Labor added for 3 stucco system, system line item did not include tar paper and lathe.	
3	01	22	20	00	0004	MOD For Foreman, Add	\$105.00
					Installation	Quantity 50.00 x Unit Price 1.59 x Factor 1.3207 = Total 105.00	
4	01	22	23	00	MO	80' Engine Powered, Telescoping Boom Manlift	\$71,964.41
					Installation	Quantity 8.00 x Unit Price 6,811.20 x Factor 1.3207 = Total 71,964.41	
						2 lifts for 4 months each	
5	01	22	23	00	WK	1,500 LB Capacity, 60" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$5,223.37
					Installation	Quantity 2.00 x Unit Price 1,977.50 x Factor 1.3207 = Total 5,223.37	
6	01	22	23	00	WK	Hydraulic Hammer Attachment For Skid-Steer Loaders	\$903.60
					Installation	Quantity 1.50 x Unit Price 456.12 x Factor 1.3207 = Total 903.60	
7	01	56	26	00	EA	10' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	\$368.18
					Installation	Quantity 2.00 x Unit Price 139.39 x Factor 1.3207 = Total 368.18	
8	01	56	26	00	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months	\$657.38
					Installation	Quantity 275.00 x Unit Price 1.81 x Factor 1.3207 = Total 657.38	
9	01	56	26	00	0081	MOD For > 250 To 500 LF, Deduct	-\$65.37
					Installation	Quantity 275.00 x Unit Price -0.18 x Factor 1.3207 = Total -65.37	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 036014.00

Work Order Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal

Section - 01

10	01	71	13	00	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery and pickup. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.				\$1,188.63
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Installation	Quantity		Unit Price		Factor	Total
	3.00	x	300.00	x	1.3207	= 1,188.63

11	01	74	19	00	EA	15 CY Dumpster (2 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.				\$1,977.35
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Installation	Quantity		Unit Price		Factor	Total
	4.00	x	374.30	x	1.3207	= 1,977.35

Subtotal for Section - 01

\$87,948.73

Section - 02

12	02	41	19	13	SF	6" Thick Brick Wall Removal				\$994.88
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Installation	Quantity		Unit Price		Factor	Total
	465.00	x	1.62	x	1.3207	= 994.88

13	02	41	19	13	EA	Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.				\$451.02
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Installation	Quantity		Unit Price		Factor	Total
	1.00	x	341.50	x	1.3207	= 451.02

Subtotal for Section - 02

\$1,445.90

Section - 04

14	04	01	20	91	SF	Patching Over Masonry Surface With Elastomeric Paint Using A Trowel 6" Blade				\$214,646.77
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Installation	Quantity		Unit Price		Factor	Total
	41,250.00	x	3.94	x	1.3207	=

Subtotal for Section - 04

\$214,646.77

Section - 07

15	07	11	13	00	CSF	Primer And 1 Coat, Fibrous Asphalt Dampproofing, Troweled On				\$6,937.69
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Installation	Quantity		Unit Price		Factor	Total
	52.00	x	101.02	x	1.3207	= 6,937.69

16	07	41	33	00	LF	3-1/2" "J" Channel, Starter Strip Trim				\$103.41
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Installation	Quantity		Unit Price		Factor	Total
	45.00	x	1.74	x	1.3207	= 103.41

17	07	51	13	00	LF	Sheeting Bond Flashing Adhesive Used to attach Hypalon sheeting to asphalt or coal-tar roofing membranes.				\$9,185.73
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Installation	Quantity		Unit Price		Factor	Total
	1,260.00	x	5.52	x	1.3207	= 9,185.73

18	07	62	00	00	SF	24 Gauge, Galvanized Steel Flashing				\$11,249.19
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Installation	Quantity		Unit Price		Factor	Total
	1,260.00	x	6.76	x	1.3207	= 11,249.19

Contractor's Price Proposal - Detail Continues..

Work Order Number: 036014.00

Work Order Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal

Section - 07

19	07	73	00	00	SF	1/4" Thick, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board (Georgia-Pacific DensDeck®)					\$778.59
					Installation	Quantity	Unit Price	Factor		Total	
						457.00	1.29	1.3207	x	778.59	

Subtotal for Section - 07

\$28,254.61

Section - 09

20	09	01	20	00	LF	Chip, Clean And Repair Crack In Plaster/Stucco, > 500'					\$24,551.81
					Installation	Quantity	Unit Price	Factor		Total	
						11,000.00	1.69	1.3207	x	24,551.81	
21	09	24	23	00	SF	Three Coat Troweled Stucco, Scratch/Brown/Finish Excludes lath and felt. Interior or exterior, one side.					\$7,417.83
					Installation	Quantity	Unit Price	Factor		Total	
						1,957.00	2.87	1.3207	x	7,417.83	
22	09	24	23	00	0021	MOD	For Horizontal Installation Up To 10' High, Add				\$202.66
					Installation	Quantity	Unit Price	Factor		Total	
						465.00	0.33	1.3207	x	202.66	
23	09	91	43	00	SF	Pressure Wash Stucco, Up To 5,000 PSI					\$9,806.20
					Installation	Quantity	Unit Price	Factor		Total	
						41,250.00	0.18	1.3207	x	9,806.20	
24	09	91	43	00	0350	MOD	For > 30000, Deduct				\$0.00
					Installation	Quantity	Unit Price	Factor		Total	
						0.00	-0.03	1.3207	x	0.00	

Subtotal for Section - 09

\$41,978.50

Section - 10

25	10	14	29	00	EA	Removal Of Sign Cabinet, > 30 SF					\$1,839.05
					Installation	Quantity	Unit Price	Factor		Total	
						3.00	464.16	1.3207	x	1,839.05	

Subtotal for Section - 10

\$1,839.05

Section - 32

26	32	16	23	00	SF	4" Cast In Place Concrete Sidewalk With Wire Mesh					\$3,075.18
					Installation	Quantity	Unit Price	Factor		Total	
						645.00	3.61	1.3207	x	3,075.18	
27	32	16	23	00	0112	MOD	For > 100 To 500, Add				\$323.70
					Installation	Quantity	Unit Price	Factor		Total	
						645.00	0.38	1.3207	x	323.70	
28	32	91	13	26	CY	Backfill Planting Pit By Hand With Topsoil From Stockpile					\$786.96
					Installation	Quantity	Unit Price	Factor		Total	
						30.81	19.34	1.3207	x	786.96	

Subtotal for Section - 32

\$4,185.84

Contractor's Price Proposal - Detail Continues..

Work Order Number: 036014.00

Work Order Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal

Proposal Total

\$380,299.40

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: November 16, 2015

Re: IQC Master Contract #: TX04-112012-CCC
 Work Order #: 036014.00
 Owner PO #:
 Title: City of Lubbock- LBC Exterior Waterproofing & Sign Removal
 Contractor: Collier Construction Company
 Proposal Value: \$380,299.40

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Work Order Signature Document

NJPA EZIQC Contract No.: TX04-112012-CCC			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number: 034150.00		Work Order Date: 08/14/2015	
Work Order Title: City of Lubbock- LBC Basement Restoration			
Owner Name: City of Lubbock		Contractor Name: Collier Construction Company	
Contact: Chad Price		Contact: Scott Collier	
Phone: (806) 775-2272		Phone: (806) 741-1982	
Work to be Performed			
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No TX04-112012-CCC.			
<u>Brief Work Order Description:</u>			
Lubbock Business Center- Restore water damage areas in the basement			
Time of Performance	Estimated Start Date:		
	Estimated Completion Date:		
Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>	
Work Order Firm Fixed Price: \$75,495.86			
Owner Purchase Order Number:			

Approvals



 Owner Date

 11-7-15

 Contractor Date

Detailed Scope of Work

To: Scott Collier
Collier Construction Company
2202 Avenue E
Lubbock, TX 79404
(806) 741-1982

From: Chad Price
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79457
(806) 775-2272

Date Printed: August 14, 2015

Work Order Number: 034150.00

Work Order Title: City of Lubbock- LBC Basement Restoration

Brief Scope: Lubbock Business Center- Restore water damage areas in the basement

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

LBC Conference room "A" water damage repair • Install drywall at affected areas • Paint bed texture to match existing at affected areas • Install new base at affected areas • Install new carpet squares at affected areas LBC Conference room "B" water damage repair • Install drywall at affected areas • Paint bed texture to match existing at affected areas • Install new base at affected areas • Install new carpet squares at affected areas • Install new ceiling and grid • Install 6 new 2x2 lights • Rework electrical circuit to one switch • Install new plugs and plug covers (owners choice) • Raise sprinkler to new ceiling height LBC Stairs • Repair plaster and paint affected areas • Install new base LBC Kitchen fur down • Install new dry wall in affect areas • Paint bed and texture to match existing LBC Offices and hallway • Install new carpet and base LBC Dispatch office • Install new carpet and base **match carpet squares (22oz). and cove base from 1st floor **contractor will provide several 3x3 painted areas for color selection **provide 10% overage for carpet squares



Contractor

11-16-15

Date



Owner

Date

Contractor's Price Proposal - Summary

Date: August 14, 2015

Re: IQC Master Contract #: TX04-112012-CCC
Work Order #: 034150.00
Owner PO #:
Title: City of Lubbock- LBC Basement Restoration
Contractor: Collier Construction Company
Proposal Value: \$75,495.86

01 - General Requirements	\$22,652.30
03 - Concrete	\$948.37
06 - Wood, Plastic, and Composites	\$12,400.18
09 - Finishes	\$37,936.72
21 - Fire Suppression	\$109.67
22 - Plumbing	\$242.40
26 - Electrical	\$1,206.22
Proposal Total	\$75,495.86

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Interior

Contractor's Price Proposal - Detail

Date: August 14, 2015

Re: IQC Master Contract #: TX04-112012-CCC
 Work Order #: 034150.00
 Owner PO #:
 Title: City of Lubbock- LBC Basement Restoration
 Contractor: Collier Construction Company
 Proposal Value: \$75,495.86

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01 - General Requirements					
1	01 22 20 00 0010		HR	ElectricianTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC	\$1,391.28
			Installation	Quantity 32.00 x Unit Price 32.92 x Factor 1.3207 = Total 1,391.28	
				071234	
2	01 22 20 00 0015		HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC	\$680.21
			Installation	Quantity 24.00 x Unit Price 21.46 x Factor 1.3207 = Total 680.21	
				071234	
3	01 74 19 00 0012		EA	15 CY Dumpster (2 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$494.34
			Installation	Quantity 1.00 x Unit Price 374.30 x Factor 1.3207 = Total 494.34	
				071234	
4	01 95 09 00 0003		GSF	Paint Entire Unit Complete Excluding DoorsIncludes walls, moldings, kitchen, ceilings, etc. Includes preparation. Per SF of floor area. Combination semi-gloss and eggshell. Two coats paint or one coat primer and one coat paint.	\$20,086.47
			Installation	Quantity 7,312.00 x Unit Price 2.08 x Factor 1.3207 = Total 20,086.47	
				712015	
Subtotal for 01 - General Requirements					\$22,652.30
03 - Concrete					
5	03 54 00 00 0002		SF	1/8" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation	\$948.37
			Installation	Quantity 704.00 x Unit Price 1.02 x Factor 1.3207 = Total 948.37	
				071234	
Subtotal for 03 - Concrete					\$948.37
06 - Wood, Plastic, and Composites					
6	06 16 33 00 0013		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.	\$386.04
			Installation	Quantity 185.00 x Unit Price 1.58 x Factor 1.3207 = Total 386.04	
7	06 41 13 00 0017		LF	> 24" To 30" Width, 34-1/2" High x 24" Deep Built In Place Base CabinetPrefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.	\$5,146.65
			Installation	Quantity 27.00 x Unit Price 144.33 x Factor 1.3207 = Total 5,146.65	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 034150.00
 Work Order Title: City of Lubbock- LBC Basement Restoration

06 - Wood, Plastic, and Composites

8	06 41 13 00 0017	0056	MOD	For ADA Cabinet Units (Includes All ADA Hardware), Add						\$805.53
			Installation	Quantity	Unit Price	Factor	=	Total		
				27.00	22.59	1.3207		805.53		
9	06 41 13 00 0017	0123	MOD	For 3 Drawer Unit, Add						\$537.02
			Installation	Quantity	Unit Price	Factor	=	Total		
				9.00	45.18	1.3207		537.02		
10	06 41 13 00 0089		LF	Up To 24" Wide, 36" High x 13" Deep Built In Place Double Door Wall Cabinet Prefinished with solid hardwood face frames, hardwood door frames. Hardwood veneer on raised door panels.						\$3,569.18
			Installation	Quantity	Unit Price	Factor	=	Total		
				21.00	128.69	1.3207		3,569.18		
11	06 41 13 00 0095		EA	Wall Corner Cabinet With Shelving Prefinished with solid hardwood face frames, hardwood door frames. Hardwood veneer on raised door panels.						\$491.67
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	186.14	1.3207		491.67		
12	06 41 13 00 0099		EA	Base Corner Cabinet Prefinished with solid hardwood face frames, hardwood door frames. Hardwood veneer on raised door panels.						\$484.33
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	183.36	1.3207		484.33		
13	06 42 19 00 0002		SF	1/16" Plastic Laminate Includes cutting to fit.						\$979.76
			Installation	Quantity	Unit Price	Factor	=	Total		
				185.00	4.01	1.3207		979.76		

Subtotal for 06 - Wood, Plastic, and Composites \$12,400.18

09 - Finishes

14	09 01 20 00 0024		SF	Chip, Clean And Repair Plaster/Stucco, > 10 To 50 SF						\$385.12
			Installation	Quantity	Unit Price	Factor	=	Total		
				40.00	7.29	1.3207		385.12		
										071234
15	09 29 00 00 0006		SF	5/8" Gypsum Board						\$1,992.67
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,886.00	0.80	1.3207		1,992.67		
16	09 29 00 00 0056		SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High						\$672.53
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,886.00	0.27	1.3207		672.53		
										712015
17	09 51 13 00 0003		SF	2' x 2' x 5/8" Fiberglass Acoustical Ceiling Panel						\$1,410.01
			Installation	Quantity	Unit Price	Factor	=	Total		
				912.50	1.17	1.3207		1,410.01		
										071234
18	09 65 13 13 0007		LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)						\$1,302.21
			Installation	Quantity	Unit Price	Factor	=	Total		
				725.00	1.36	1.3207		1,302.21		
										071234
19	09 65 13 13 0007		LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)						\$675.35
			Installation	Quantity	Unit Price	Factor	=	Total		
				376.00	1.36	1.3207		675.35		
										712015

Contractor's Price Proposal - Detail Continues..

Work Order Number: 034150.00
Work Order Title: City of Lubbock- LBC Basement Restoration

09 - Finishes							
20	09 68 13 00 0004	SY	22 Ounce, Non Patterned, Nylon Carpet Tile				\$12,479.92
		Installation	Quantity	Unit Price	Factor	Total	
			313.00 x	30.19 x	1.3207 =	12,479.92	
			071234				
21	09 68 13 00 0004	SY	22 Ounce, Non Patterned, Nylon Carpet Tile				\$19,018.91
		Installation	Quantity	Unit Price	Factor	Total	
			477.00 x	30.19 x	1.3207 =	19,018.91	
			712015				
Subtotal for 09 - Finishes							\$37,936.72
21 - Fire Suppression							
22	21 01 10 00 0002	EA	Relocate Existing Sprinkler Head And Branch Piping To adjust or swing existing sprinkler heads to different ceiling grid configuration or location.				\$109.67
		Installation	Quantity	Unit Price	Factor	Total	
			4.00 x	20.76 x	1.3207 =	109.67	
			071234				
Subtotal for 21 - Fire Suppression							\$109.67
22 - Plumbing							
23	22 13 16 00 0271	LF	2" No Hub Cast Iron Pipe				\$189.94
		Installation	Quantity	Unit Price	Factor	Total	
			18.00 x	7.99 x	1.3207 =	189.94	
			071234				
24	22 13 16 00 0481	EA	2" Cast Iron Mechanical Joint Coupling With Neoprene Gasket And Bolts				\$52.46
		Installation	Quantity	Unit Price	Factor	Total	
			2.00 x	19.86 x	1.3207 =	52.46	
			071234				
Subtotal for 22 - Plumbing							\$242.40
26 - Electrical							
25	26 01 50 52 0061	EA	2 Lamp, 28 Watt T5 Fluorescent, 120 V, 10% Light Level, Electronic Dimming Ballast				\$1,206.22
		Installation	Quantity	Unit Price	Factor	Total	
			6.00 x	152.22 x	1.3207 =	1,206.22	
			071234				
Subtotal for 26 - Electrical							\$1,206.22
Proposal Total							\$75,495.86

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: August 14, 2015

Re: IQC Master Contract #: TX04-112012-CCC
 Work Order #: 034150.00
 Owner PO #:
 Title: City of Lubbock- LBC Basement Restoration
 Contractor: Collier Construction Company
 Proposal Value: \$75,495.86

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

**City of Lubbock, TX
Capital Project
Project Cost Detail
December 3, 2015**

Capital Project Number: 8600
 Capital Project Name: Water Damaged Facilities

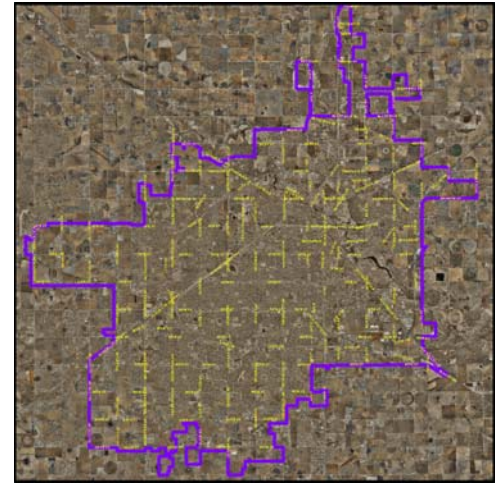
	Budget
<i>Encumbered/Expended</i>	
Compliance Sampling - City Hall	\$ 1,800
Servpro of Southwest Lubbock - City Hall	18,047
Advanced Environmental - LBC	10,180
Servpro of Southwest Lubbock - LBC	55,346
King Consultants - LBC	8,870
 <i>Agenda Item December 3, 2015</i>	
Collier Construction - LBC	455,795
<i>Encumbered/Expended To Date</i>	550,038
 <i>Estimated Costs for Remaining Appropriation</i>	
Water Damage Repair	1,514,034
<i>Remaining Appropriation</i>	1,514,034
Total Appropriation	\$ 2,064,072

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

The project includes the repairs of storm and water damaged City facilities. The facilities will be evaluated and addressed on an as needed basis. The repairs include water proofing, repairing any damage done due to water infiltration, and any other necessary improvements. These repairs include all City facilities requiring attention.

Project Justification

City facilities were significantly damaged due to the severe storms that moved through the City in June, 2013. Additional storms in 2014 and 2015 have also caused considerable damage to City facilities.

Project History

\$2,064,072 was appropriated in FY 2014-15 Budget Amendment No. 24, Ord. No. 2015-00054, June 11, 2015.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	2,064,072	0	0	0	0	0	0	2,064,072
Total Project Appropriation	2,064,072	0	0	0	0	0	0	2,064,072

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
FY 2015 Risk Fund	1,000,000	0	0	0	0	0	0	1,000,000
Pay-As-You-Go								
General Capital Project Fund	1,064,072	0	0	0	0	0	0	1,064,072
Total Funding Sources	2,064,072	0	0	0	0	0	0	2,064,072



Regular City Council Meeting

5. 17.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12555 with Tecta America CS, for the roof replacement at Fire Station 4 located at 2504 Cornell, RFP 16-12555-JM.

Item Summary

Work includes removal of any blisters or ridging in the existing modified bitumen roof membrane; fully adhere specified ¼ inch substrate board as specified; fully adhere specified SBS modified bitumen base ply and fully adhere one ply of fleeceback thermoplastic evaloy sheet as specified; install new miscellaneous carpentry to the perimeter roof details as specified to provide new substrate for flashing assembly; raise all mechanical equipment and service lines to eight-inch minimum height above finished roof surface. Provide a twenty year NDL Manufacturer’s warranty with no exclusion for up to two-inch diameter hail events and a two year contractor’s warranty. Work shall also include all HVAC and electrical piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI specifications, details and manufacturer’s guidelines.

Proposals were solicited and one firm submitted a proposal. The deadline was extended and two firms responded with sealed proposals. The following were received:

Company	Location	Cost
Tecta America - CS	Lubbock, TX	\$50,400
X-Hail Roofing	Midlothian, TX	\$67,500

The proposals were evaluated using the following criteria: Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (5%) and construction Time (5%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Company	Points
Tecta America – CS	100
X-Hail Roofing	67

Texas Local Government Code, Section 271.116(f) requires the City to select the offeror that offers the best value based on the published selection criteria and on its ranking evaluation. In determining the best value, the City is not restricted to considering price alone, and considers other factors stated in the selection criteria. 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.

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, Tecta

America of Lubbock, TX, for \$50,400. Time for completion is 15 consecutive calendar days with liquidated damages of \$150 per consecutive calendar day.

Fiscal Impact

\$647,000 is appropriated in Capital Improvement Project 92359, Facility Roof Replacements, with \$50,400 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Tecta America - CS

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, construction contract number 12555 for the Fire Station No. 4 roof replacement project as per RFP 16-12555-JM, by and between the City of Lubbock and Tecta America - CS, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES.Tecta America 11.20.15
11.20.15

**PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT**

DATE: November 5, 2015

PROJECT NUMBER: **RFP 16-12555-JM – Fire Station No. 4 Roof Replacement**

Proposal of Tecta America - CS (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the Fire Station No. 4 Roof Replacement, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Roof Replacement (Sections A through E, per specifications document): Work shall include removal of any blisters or ridging in the existing modified bitumen roof membrane. Fully adhere specified 1/4" substrate board as specified. Fully adhere specified SBS modified base sheet, and fully adhering one ply of Thermoplastic Elvaloy® sheet. Install new miscellaneous carpentry to the perimeter edge as specified to provide new gutter assembly as specified. Raise all mechanical equipment and service lines to eight-inch (8") minimum height above finished roof surface as required. Provide a twenty (20) year NDL manufacturer's warranty with no exclusion for up to two-inch (2") diameter hail events, and a two (2) year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines. Base bid consists of the materials and labor for the necessary improvements for the above referenced project, as specified herein.	Lump Sum	\$30,240.00	\$20,160.00	\$ 50,400.00
TOTAL PROPOSAL ITEM(S) 1				\$ 50,400.00	

UNIT PRICES

Item No.	DESCRIPTION	UNIT	Estimated Quantities* (+/-)	UNIT PRICE**	EXTENDED PRICE
1	Replacement of wet insulation as described in the plans and specifications	Square Foot	1	\$20.00	\$ 20.00
2	Removal and replacement of any deteriorated nailers as described in the plans and specifications	Board Foot	1	\$3.00	\$ 3.00

* Exact quantities are unknown.

** In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

The proposed number of consecutive calendar days to completion: 15 Days

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 complete the project within 30 CONSECUTIVE CALENDAR DAYS thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$150 for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of *sixty (60)* calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.


 Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of 5% 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.**

Date: November 5, 2015



 Authorized Signature

Jon Kunkle

 (Printed or Typed Name)

Tecta America - CS

 Company

5401 Acuff Rd.

 Address

Lubbock, Lubbock

 City, County

Texas, 79403

 State Zip Code

Telephone: 806 - 747-8400


Fax: 806 - 747-8800

 Email: jkunkle@tectaamerica.com

FEDERAL TAX ID or SOCIAL SECURITY No.

84-1505685

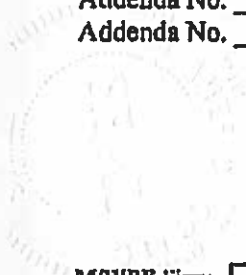
(Seal if Offeror is a Corporation)

ATTEST:


 Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 10/14/15
 Addenda No. 2 Date 10/29/15
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____



M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

**City of Lubbock, TX
Capital Project
Project Cost Detail
December 17, 2015**

Capital Project Number: 92359
 Capital Project Name: Facility Roof Replacements

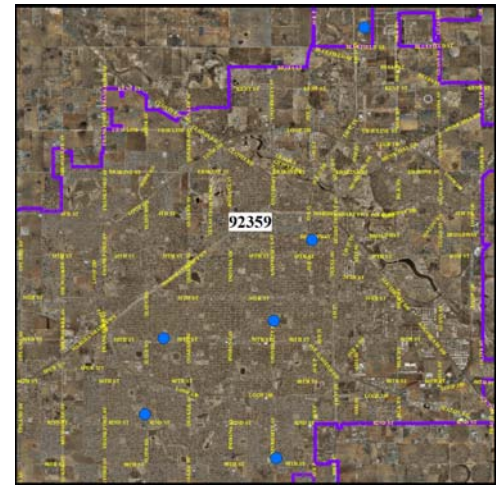
	Budget
<i>Encumbered/Expended</i>	
ABF Contract 12297 - Roof on Station 9	\$ 46,992
Armko Industries	5,689
Bid Cost	401
 <i>Agenda Item December 17, 2015</i>	
Tecta America Contract 12555	50,400
<i>Encumbered/Expended To Date</i>	103,482
 <i>Estimated Costs for Remaining Appropriation</i>	
Roof replacement	543,518
<i>Remaining Appropriation</i>	543,518
Total Appropriation	\$ 647,000

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

The following facilities will have their roofing systems replaced with new systems: Fire Station No. 9, Fire Station No. 12, Silent Wings Museum, Garden and Arts Center, City Hall, and Fire Station No. 14.

Project Justification

Many City facilities have roofs that are nearing the end of their expected life. A typical roofing system should last 15-20 years. The wear and tear on these roof systems have compromised the facility's ability to remain watertight from the roof areas. Staff have evaluated many City roofs and have determined the above facilities will need to have roof replacements within the next 6 years.

Project History

The roofing systems scheduled for replacement have ages ranging from 15 to 30+ years. Routine/standard maintenance of these systems are no longer efficient.

\$172,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

\$475,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-00094, September 10, 2015.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	152,000	440,000	635,000	293,000	670,000	153,000	0	2,343,000
Construction Management Support	5,000	10,000	15,000	12,000	25,000	2,000	0	69,000
Design and Engineering	15,000	25,000	70,000	25,000	125,000	15,000	0	275,000
Total Project Appropriation	172,000	475,000	720,000	330,000	820,000	170,000	0	2,687,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
FY 2015 General Fund Pay-As-You-Go	172,000	0	0	0	0	0	0	172,000
FY 2016 General Fund Pay-As-You-Go	0	475,000	0	0	0	0	0	475,000
FY 2017 General Fund Pay-As-You-Go	0	0	720,000	0	0	0	0	720,000
FY 2018 General Fund Pay-As-You-Go	0	0	0	330,000	0	0	0	330,000
FY 2019 General Fund Pay-As-You-Go	0	0	0	0	820,000	0	0	820,000
FY 2020 General Fund Pay-As-You-Go	0	0	0	0	0	170,000	0	170,000
Total Funding Sources	172,000	475,000	720,000	330,000	820,000	170,000	0	2,687,000



Regular City Council Meeting

5. 18.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Contract 12548 with Tommy Klein Construction, Inc., of Lubbock, Texas for the repairs to various restrooms at the Municipal Square, 916 Texas Avenue, RFP 16-12548-JM.

Item Summary

Work includes repairs of the main Men’s and Women’s Restroom on the 1st floor, the main Men’s and Women’s Restroom on the 2nd floor and the secondary Men’s and Women’s Restroom in the northwest area of the 2nd floor. Work will include replacement of old fixtures with new TAS compliant fixtures and millwork, new lighting fixtures, new painting and floor repairs. Also included is associated HVAC, plumbing and electrical work as per NRCA, SMACNA, ANSI/SPRI specifications, details and manufacturer’s guidelines.

Proposals were solicited and one firm submitted a proposal. The deadline was extended and two firms responded with sealed proposals. The following were received:

Company	Location	Cost
Tommy Klein Construction, Inc.	Lubbock, TX	\$189,822.00
Minnix Commercial Partners, Ltd.	Lubbock, TX	\$206,000.00

The proposals were evaluated using the following criteria: Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (5%) and construction Time (5%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Company	Points
Tommy Klein Construction, Inc.	98
Minnix Commercial Partners, Ltd.	75

Texas Local Government Code, Section 271.116(f) requires the City to select the offeror that offers the best value based on the published selection criteria and on its ranking evaluation. In determining the best value, the City is not restricted to considering price alone, and considers other factors stated in the selection criteria. 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.

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, Tommy Klein Construction, Inc., of Lubbock, TX, for \$189,822.00. Time for completion is 75 consecutive calendar days with liquidated damages of \$150 per consecutive calendar day.

Fiscal Impact

\$688,000 is available in Capital Improvement Project 92367, Municipal Square Repairs, with \$189,822.00 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Tommy Klein Construction, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract Number 12548, for construction costs and services related to the Municipal Square restroom renovations as per RFP 16-12548-JM, by and between the City of Lubbock and Tommy Klein Construction, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES.Tommy Klein Construction 11.25.15
November 25, 2015

**PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT**

DATE: 11-17-2015

PROJECT NUMBER: RFP 16-12548-JM – Municipal Square Restroom Renovations

Proposal of Tommy Klein Construction, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of the Municipal Square Restroom Renovations, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Municipal Square Restroom Renovations: Base bid consists of all Materials and Labor, including Mechanical and Electrical Work, for the necessary improvements for the above referenced project, as specified herein.	Lump Sum	113,813. ⁰⁰	75,929. ⁰⁰	\$189,822. ⁰⁰

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

The proposed number of consecutive calendar days to final completion: 75 Days

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 **75 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **\$150** each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of *sixty (60)* calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

 KK Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of 59 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.**

Date: 11-17-2015

Karen Klein
Authorized Signature

Karen Klein
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

[Signature]
Secretary

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 10-28-2015
- Addenda No. 2 Date 11-05-2015
- Addenda No. 3 Date 11-10-2015
- Addenda No. _____ Date _____

Tommy Klein Construction, Inc.
Company
7312 Upland Avenue
Address
Lubbock, Lubbock
City, County
Texas, 79424
State Zip Code
Telephone: 806 - 438-8777
Fax: 806 - 797-2959
Email: tklein@tkleincoast.com
FEDERAL TAX ID or SOCIAL SECURITY No.
17527981736

M/WBE Firm:

<input checked="" type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

**City of Lubbock, TX
Capital Project
Project Cost Detail
December 17, 2015**

Capital Project Number: 92367
 Capital Project Name: Municipal Square Repairs

	Budget
<i>Encumbered/Expended</i>	
JDM Architects Contract 12481	\$ 19,305
Bid Cost	173
Materials	103
Serve Pro	20,974
Tommy Klein Construction	19,000
 <i>Agenda Item December 17, 2015</i>	
Tommy Klein Construction Contract 12548	189,822
<i>Encumbered/Expended To Date</i>	249,377
 <i>Estimated Costs for Remaining Appropriation</i>	
Municipal Square Repairs	438,623
<i>Remaining Appropriation</i>	438,623
Total Appropriation	\$ 688,000

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

The project will fund repairs for Municipal Square as needed to maintain the facility in usable condition until a new facility can be constructed to house the police department and other departments located in the building.

Project Justification

The current location is inadequate and out dated for the Police Department operations in both size and efficiency. In addition, there are many code, environmental and TAS issues associated with the facility. Also, many of the facilities systems, such as HVAC, plumbing, electrical and elevators are at or nearing the end of their expectant life cycles.

The Police Department is in the process of finding a new location for their operations. Until this new location can be found and new facility can be constructed, the Police Department must remain in their current location. In order to improve the safety and efficiency of the Department’s operation, Municipal Square must be renovated.

Project History

The original Municipal Square facility is actually composed of 4 different structures covering the entire block bounded by 9th street on the North, Texas Avenue on the East, 10th Street on the South and Avenue J on the West. Most of these structures are dated pre-1960. The current configuration dates to the early 1960's when the City of Lubbock’s main offices were housed in this location. When the Municipal Building (City Hall) was opened around 1984, the Police Department and a few other Departments remained. Over the years, basically the Police, City Prosecutor’s Office, and Traffic Engineering departments are all that remain at this location.

Municipal Square has been renovated several times since the mid 1990’s. Only one area of the facility was renovated at a time to accommodate minimal disruption to Police activities. It is estimated that roughly ½ of the facility has not been renovated as of November 2013. Based on industry standards, the last renovation that took place now needs to be considered for renovation/updates again. Most areas are outdated, have potential code, environmental and TAS issues. Current lay-outs are inefficient, congested and not very employee/customer friendly.

\$300,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	212,000	300,000	100,000	100,000	100,000	100,000	0	912,000
Construction Management Support	28,000	28,000	28,000	28,000	28,000	25,000	0	165,000
Design and Engineering	60,000	60,000	60,000	60,000	60,000	65,000	0	365,000
Total Project Appropriation	300,000	388,000	188,000	188,000	188,000	190,000	0	1,442,000



Regular City Council Meeting

5. 19.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Amendment 1 to professional services contract 12496 with Brinkley Sargent Wiginton Architects (BSWA) for the design of the new Lubbock Emergency Operations Center located at 1515 Ursuline, Lubbock, Texas.

Item Summary

The Amendment 1 includes additional professional services related to the design, plans, specifications and estimates of the construction of the new Lubbock Emergency Operation Center, located at 1515 Ursuline, Lubbock, Texas. The original \$537,881 contract includes professional services related to the design, plans, specifications, and estimates of the construction of the new Emergency Operations Center (EOC). The contract includes the final plans and specifications for the construction of this new facility. Scope shall include: Design Development, Construction Document Phase, Bidding and limited Construction Administration Phase. The new EOC containing approximately 13,311 square feet is to be built on existing Fire Administration Building site located at 1515 East Ursuline Street, Lubbock, Texas 79403. The following disciplines will be included as part of the development of the new EOC facility: Mechanical, Electrical, Civil, Landscaping, Technology Systems, Building Commissioning, Tornado Shelter Peer Consulting Services, and Geotechnical Engineering. The original contract was approved by Council on September 10, 2015, Resolution NO. 2015-Ro303.

Amendment 1 provides required modifications to the original contract to incorporate an approximately 2,434 square foot addition to the facility to house the Lubbock Power & Light's dispatch/communications center. Amendment 1 will increase the original contract by \$83,937.00, bringing the new contract amount to \$621,818.

Fiscal Impact

The second reading of the budget amendment to increase the funding for Capital Improvement Project 92373 to \$2,063,662 is on this agenda, and if approved \$2,063,662 is appropriated in Capital Improvement Project 92373, Dispatch Control Room Upgrade/Remodel, with \$83,937 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Amendment - Brinkley Sargent Wiginton Architects

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment Number 1 to that certain Agreement dated September 12, 2015 by Resolution Number 2015-RO303 for professional services relating to the design, plans, and specifications, and estimates of the LP&L addition to the Lubbock Emergency Operations Center, by and between the City of Lubbock and Brinkley Sargent Wiginton Architects, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES BSWA Amendment 1 12.3.15
12.3.15

**Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Brinkley Sargent Wiginton Architects**

THIS IS AN AMENDMENT TO THE AGREEMENT dated and entered into the 17th day of December 2015 by and between the City of Lubbock ("City") and Brinkley Sargent Wiginton Architects ("BSWA"), 5000 Quorum Drive, Suite 600, Dallas, Texas 75254.

BSWA has entered into the agreement with the City for providing professional services relating to the design, plans, specifications, and estimates of the LP&L addition to the Lubbock Emergency Operations Center, located at 1515 Ursuline, Lubbock, Texas. The original Agreement was approved by City Council on September 12, 2015, Resolution No. 2015-RO303.

This amendment includes work associated with the additional professional services associated with the project scope, as stated in Attachments A and B, attached hereto.

This amendment increases the original amount by \$83,937.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 17th day of December 2015.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

Brinkley Sargent Wiginton - Architects



Anthony M. Jeffrey, AIA
Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wes Everett, Director Facilities Management

APPROVED AS TO FORM:



City Attorney's Office

ATTACHMENT A



November 11, 2015

Mr. David McCalla
Lubbock Power & Light
1301 Broadway Street
Lubbock, Texas 79401

Mr. McCalla,

Brinkley Sargent Wiginton is pleased to submit this proposal to provide Architectural and Engineering services to Lubbock Power & Light. We look forward to assisting you with your Communications Center. This Proposal when executed will be subject to City Council approval and a Contract Amendment to our Agreement with the City of Lubbock for A&E services on the Lubbock Emergency Operations Center to which your facility will be incorporated.

Scope of Service

The proposed scope of work modification requested is as follows:

Provide required modifications to the Architectural, MEP, Structural, and Civil Engineering construction documents to incorporate requested plan and site changes to the Lubbock Emergency Operations Center. These changes include a 2434 square foot addition to the facility and required modifications to the E.O.C. and site to accommodate the addition. A floor plan and site plan have been developed based on our meeting and conversations with LP&L and Lubbock Fire Department staff. Drawings are attached for your use in presenting to the LP&L Board.

Construction Budget

Our preliminary estimate of construction costs for the addition and additional site development is \$996,000.

For Services described above we propose a fee of:

Architectural and Engineering Basic Services in the amount of \$74,687.00

Dallas
5000 Quorum Drive, Suite 600
Dallas, Texas 75254
T: 972.960.9970

www.BSW-Architects.com

Austin
611 S. Congress Avenue, Suite 225
Austin, Texas 78704
T: 512.610.4700

Civil & Landscape Services in the amount of	\$3,500.00
Survey Services in the amount of	\$1,250.00
Technology/Security/DAS in the amount of	\$3,000.00
Shelter Design Review in the amount of	\$1,500.00
Total Fixed Fee.....	\$83,937.00

Thank you for your assistance. If this meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,



Anthony M Jeffrey, A.I.A.
Vice President

APPROVED BY:


Signature

Vice President
Title

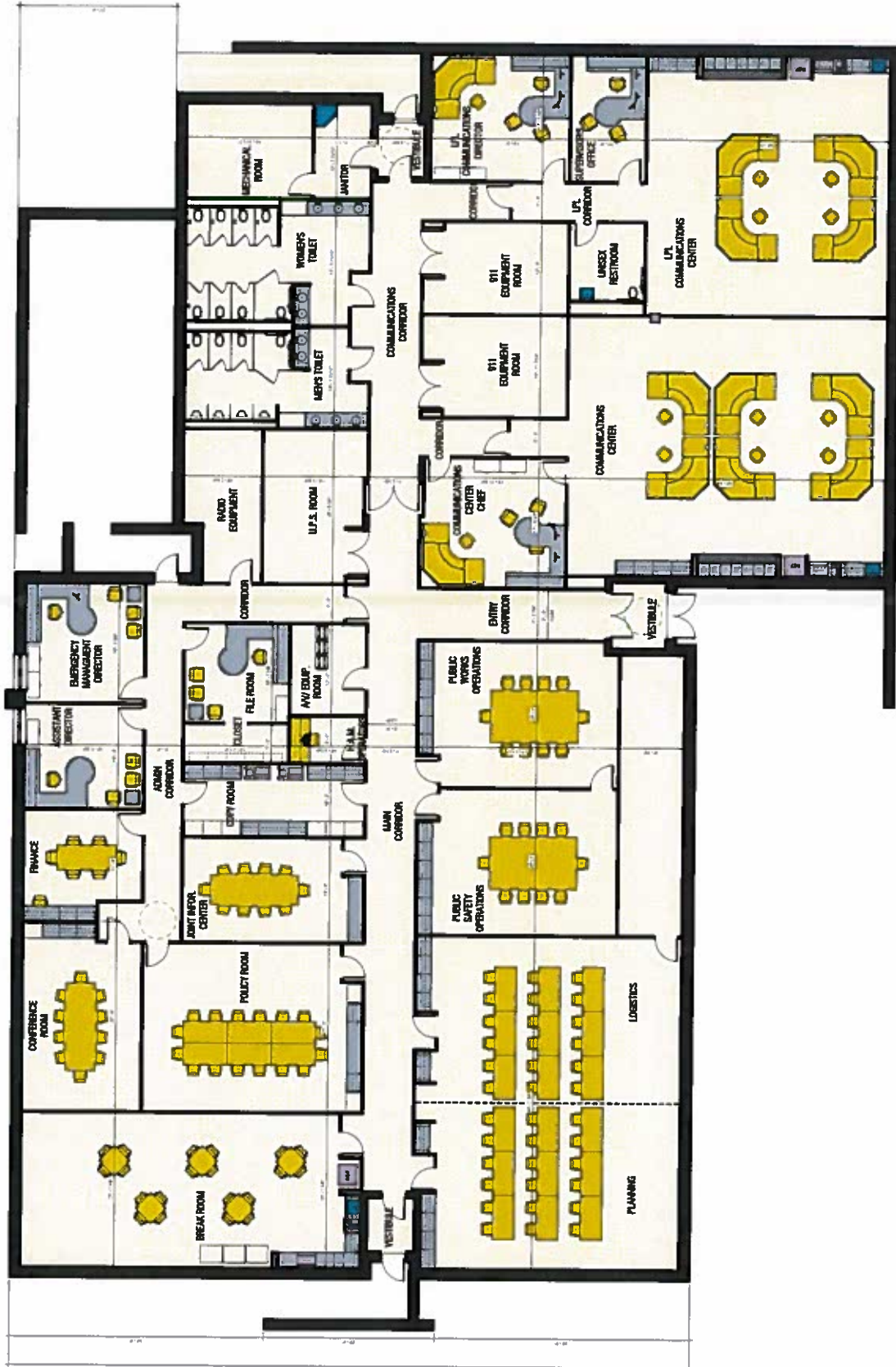
Nov 12 2015
Date

Signature

Title

Date

ATTACHMENT B



① LEVEL 1 FLOOR PLAN
DATE: 07-17-14

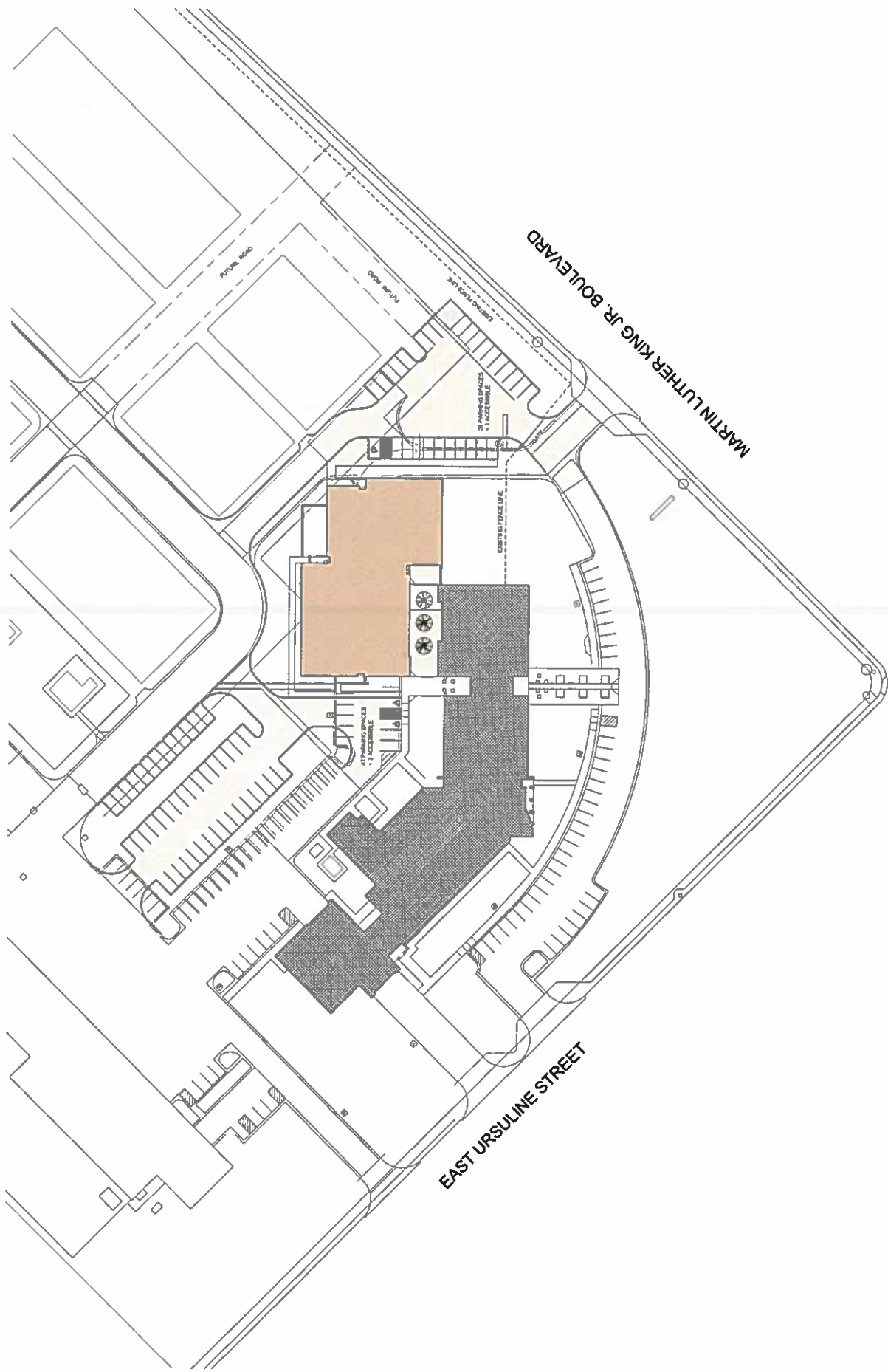
BRINKLEY SARGENT WASHINGTON ARCHITECTS

DD 201 - FLOOR PLAN

Date: 11-10-2015

Project Number: 21518

LUBBOCK E.O.C.



BRINKLEY SARGENT WRIGHT ARCHITECTS

DD 101 - SITE PLAN

Date: 11-10-2015

Project Number: 21518

1 SITE PLAN
SCALE: 1" = 20'

LUBBOCK E.O.C.

**City of Lubbock, TX
Capital Project
Project Cost Detail
December 17, 2015**

Capital Project Number: 92373
 Capital Project Name: Dispatch Control Room Upgrade/Remodel

	Budget
<i>Encumbered/Expended</i>	
Parkhill, Smith, & Cooper Contract 12353	\$ 16,600
Hub City Plumbing & Mechanical	8,313
Dispatch Improvements	3,554
Electric System Improvements	13,749
 <i>Agenda Item December 17, 2015</i>	
Brinkley Sargent Wiginton Architects Contract Amendment 1	83,937
<i>Encumbered/Expended To Date</i>	126,153
 <i>Estimated Costs for Remaining Appropriation</i>	
Upgrade/Remodeling	1,937,509
<i>Remaining Appropriation</i>	1,937,509
Total Appropriation	\$ 2,063,662



Regular City Council Meeting

5. 20.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Fire: Consider a resolution authorizing the Mayor to execute purchase order contract 10015619 with Daco Fire Safety Equipment for three Rosenbauer custom mount pumpers.

Item Summary

The purchase order is for the fabrication of three Rosenbauer custom top mount pumpers and provisions of assorted tools and equipment to replace three front-line pumpers.

The purchase valued at \$1,977,786 is from Daco Fire Safety Equipment of Lubbock, TX through the Houston-Galveston Area Council (HGAC) Contract FS12-13, product code MC05. The HGAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as a Texas Local Government Code, Chapter 391. The HGAC program was established to the Texas Inter-Local Cooperation Act allowing governments and qualifying non-profit entities to use the Act to obtain commonly needed products and services. The HGAC purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Funding in the amount of \$2,025,000 for three pumpers are approved in the Adopted FY 2015-16 Master Lease Program. With the option of a chassis prepayment discount amounting to \$27,468, the final cost of this purchase can be reduced to \$1,950,318.

Staff/Board Recommending

Lance Phelps, Fire Chief

Attachments

Resolution & Purchase Order Contract - Daco Fire Safety Equipment Co.

Option Pricing

Pricing Sheet

Pumper Proposal

Drawings

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10015619, encumbering funds in the amount of \$1,977,786.00, awarded to DACO Fire Safety Equipment Co., under Contract No. HGAC FS12-13, for three (3) Rosenbauer 1250 GPM Custom Pumpers and related equipment, fees and expenses, and related documents.

Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lance Phelps, Fire Rescue Chief

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

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PURCHASE ORDER

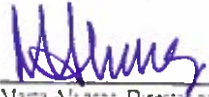
Page - 1
 Date - 11/20/2015
 Order Number 10015619 000 OP

Branch/Plant 5619

TO:
 DACO FIRE SAFETY EQUIPMENT
 201 AVENUE R
 P.O. BOX 5006
 LUBBOCK Texas 79408 5006

SHIP TO:
 CITY OF LUBBOCK
 CENTRAL FIRE STATION COMPLEX
 RAUL SALAZAR
 1515 EAST URSULINE
 LUBBOCK Texas 79401

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

BY: 
 Maria Alvarez, Director of Purchasing & Contract Management

Ordered 11/20/2015 Freight
 Requested 11/20/2016 Taken By S SUMMERS
 Delivery PER R SALAZAR REQ #46627 HGAC FS12-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Pumpers	3.000	650,596.0000	EA	1,951,788.00	11/20/2016
HGAC Processing Fee	1.000	2,000.0000	EA	2,000.00	11/20/2016
Factory Trips	1.000	23,998.0000	EA	23,998.00	11/20/2016
				Total Order	
Terms NET 30 DAYS				1,977,786.00	

This purchase order encumbers funds in the amount of \$1,977,786.00 awarded to Daco Fire Safety Equipment of Lubbock, TX on December 17, 2015. The following is incorporated into and made part of this purchase order by reference HGAC Contract FS12-13 dated November 13, 2015 Daco Fire Safety Equipment of Lubbock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

 Glen C. Robertson, Mayor

 Rebecca Garza, City Secretary



DACO FIRE EQUIPMENT

Rosenbauer Fire Apparatus Proposal



CITY OF LUBBOCK FIRE DEPARTMENT
1250 GPM CUSTOM PUMPERS

Steve Davis
DACO FIRE EQUIPMENT
November 18, 2015



LOCATIONS

201 AVENUE R – LUBBOCK, TX 79415
6000 HUDDLESTON ST. – FORT WORTH, TX 76137

ROSENBAUER FIRE APPARATUS PROPOSAL

DATE: November 18, 2015 – REVISED

This proposal has been prepared for:

**CITY OF LUBBOCK
1515 E. URSULINE STREET
LUBBOCK, TEXAS 79403**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by a representative of this Company in Fort Worth, Texas the following Rosenbauer built in accordance with the attached specifications:

MODEL AND DESCRIPTION

THREE (3) ROSENBAUER CUSTOM TOP MOUNT PUMPER, 1250 GPM SINGLE STAGE HALE DSD PUMP, STAINLESS STEEL PLUMBING, BOOSTER REEL REAR COMPARTMENT, EXT ALUMINUM RESCUE STYLE BODY WITH ROBINSON ROLLUP DOORS, 500 GALLON POLY BOOSTER TANK, FOAMPRO SYSTEM WITH 30 GALLON A & B FOAM TANKS, ROSENBAUER GREEN STAR DIESEL POWERED GENERATOR WITH KL450 COMMAND LIGHT TOWER ON CAB ROOF, COMMANDER 4000 SERIES, 70" CAB WITH 11" RAISED ROOF, CUMMINS ISL-9 450 HP DIESEL ENGINE, 3000EVS ALLISON AUTOMATIC TRANSMISSION, 44,000# GVW, V-MUX ELECTRICAL SYSTEM

UNIT PRICE - \$ 659,262.00 EACH W Equipment

**TOTAL COST THREE (3) PUMPER \$ 1,977,786.00
CHASSIS PRE-PAYMENT DISCOUNT \$ - 27,468.00**
TOTAL BID PRICE WITH DISCOUNT \$ 1,950,318.00**

Includes HGAC Administrative Fee.

**If the City elects to not make the chassis prepayment, the \$ 27,468.00 must be added to contract price.

DELIVERY –

Delivery will be made approximately 330-360 calendar days.

Terms of payment are **NET ON DELIVERY**, unless otherwise stated.

This proposal shall expire unless accepted within 60 days after the date first set above. This expiration date may be extended, in writing, at the discretion of the Company.

DACO FIRE EQUIPMENT, INC.

By: Steve Davis

FORM E - PUBLISHED OPTIONS		Procurement No.:FS12-13		
Offeror Name:	DACO FIRE EQUIPMENT			
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number.			
	2) Use a single Form E for ALL items. Add/Insert additional lines as necessary.			
	3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number.			
	4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item.			
	5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option.			
	6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.			
Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets				
Code or Part No.	Option Description	Quan.	Offered Price	Extended Total
ROSENBAUER BODY OPTIONS				
Part No	Description		MN PRICE	
10-03-3200	Tow Hooks, Frnt, Pntd	1	\$185	\$ 185
10-04-2550	Bumper Cmpt, Full Width	1	\$1,558	\$ 1,558
10-04-3180	Bumper Cmpt Door, Alum T/P, Raised Full Width	1	\$293	\$ 293
10-04-3460	Bumper Cmpt Door Gas Shock	1	\$171	\$ 171
10-06-1110	Whl Trim, S/S Hub/Lug Cvr, Front/Rr, Sngl Axle	1	\$400	\$ 400
10-11-1500	Cab Trim, Roof, Alum T/P, Roof, 4 Dr	1	\$684	\$ 684
10-19-7000	Air Tank Drains, Cable Extensions, Ea	5	\$75	\$ 374
20-09-2120	Pump Flow Rtn, Hale, DSD, 1250 GPM	1	\$13,743	\$ 13,743
20-09-2130	Pump Flow Rtn, Hale, DSD, 1500 GPM	-1	\$14,748	\$ (14,748)
20-14-4100	Anode, Pump, Hale	2	\$220	\$ 440
20-14-6300	Relief Vlv, Hale, P30	1	\$2,156	\$ 2,156
20-31-3200	Dump-Relief Vlv, Suction Side, ELK #240, NST	-1	\$458	\$ (458)
20-31-3400	Dump-Relief Vlv, Suction Side, Hale S/S	1	\$472	\$ 472
21-01-2200	Drain/Bleeder, Class 1, Automatic	4	\$118	\$ 471
21-01-2300	Drain/Bleeder, Class 1, Mnl 1/4 Turn	3	\$127	\$ 380
22-12-3100	Intk, Aux, Gtd, 2-1/2", NST, Right Side	1	\$787	\$ 787
22-24-1300	Intk, Gtd, 6" NST, 6" AKR Elec Vlv, LH Side, Bhnd Pnl	1	\$2,803	\$ 2,803
22-24-3300	Intk, Gtd, 6" NST, 6" AKR Elec Vlv, RH Side, Bhnd Pnl	1	\$2,803	\$ 2,803
22-41-1100	Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1	\$81	\$ 81
22-55-4012	Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	-2	\$135	\$ (271)
22-55-4020	Intk Vlv Cntrl, Swing Type Man, Lckg, TM, AKR - Class 1	4	\$228	\$ 911
22-55-4050	Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	-1	\$150	\$ (150)
23-06-2200	Crosslay Dschgs, (2) 1-1/2", Over Pump Panel	-1	\$2,023	\$ (2,023)
23-09-4100	Dschg, 2-1/2", Left Side, Pump Panel	-1	\$758	\$ (758)
23-09-5200	Dschg, 3" x 4"NST, Left Side, Pump Panel	1	\$939	\$ 939
23-10-4100	Dschg, 2-1/2", Right Side, Pump Panel	-1	\$734	\$ (734)
23-10-5200	Dschg, 3" x 4"NST, Right Side, Pump Panel	1	\$939	\$ 939
24-16-1510	Mntr, AKR, DckMstr, 3440, 1250GPM, Elec, No Nzl	1	\$7,669	\$ 7,669
24-18-4300	Nzl, Mstr Strm, AKR, Sabremaster, 1577, Elec, 1250GPM	1	\$2,859	\$ 2,859

24-30-3700	Hose Reel, HAN, LwrRr Cmpt, Elec, Stil Pntd	1	\$1,318	\$	1,318
24-31-2100	Hose Reel, Rwnd Cntrl, Weatherproof Push Button	1	\$113	\$	113
24-32-1400	Dschg, Hose Reel, 1-1/2"	1	\$471	\$	471
24-33-1500	Hose, Water, 800#, 1" x 50'	1	\$426	\$	426
24-33-1600	Hose, Water, 800#, 1" x 100'	1	\$652	\$	652
24-33-9300	Roller, Hose Reel, Rr	1	\$202	\$	202
24-33-9700	Roller, Hose Reel, Vrtcl	1	\$377	\$	377
24-53-0020	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	-8	\$178	\$	(1,426)
24-53-0300	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR Slow Close - IC w/Ga	-1	\$201	\$	(201)
24-53-0700	Dschg Vlv Cntrl, Swing Type Mnl, Lckg, TM, AKR Slow Cls - Cls1	1	\$197	\$	197
24-53-0720	Dschg Vlv Cntrl, Swing Type Mnl, Lckg, TM, AKR - Cls1	7	\$122	\$	855
24-53-5200	Dschrg Vlv Cntrl, AKR, 3" Elec, #9315, Pres Mtr-FM	2	\$3,204	\$	6,409
25-06-4200	Foam Sys, F/PRO 2002, Cls A/B, 5G/400P,12V	1	\$10,204	\$	10,204
25-06-9100	Foam System, FoamPro, Mnl Dual Tank Cntrl	1	\$1,659	\$	1,659
25-21-1500	Foam Tank, Intgrl Poly, 30 Gal, Class A	1	\$745	\$	745
25-21-1600	Foam Tank, Intgrl Poly, 30 Gal, Class B	1	\$745	\$	745
25-23-1000	Foam Tank Drain, 1" Gate Vlv, Under Tank	2	\$234	\$	469
25-24-4100	Foam Pump, Hale EZ-Fill, 12V Elec, Refill Trnsfr Dual Tnk	1	\$3,089	\$	3,089
25-28-1340	Water Tank, 500 Gal, Pmpr/Tnkr, Poly, T-Tank	1	\$5,336	\$	5,336
25-28-1360	Water Tank, 750 Gal, Pmpr/Tnkr, Poly, T-Tank	-1	\$6,266	\$	(6,266)
26-02-2200	Pump Enc, Side Mt, Extrd Alum, 40-49"W, Crsls	-1	\$3,545	\$	(3,545)
26-16-1100	Pump Enc, Top Mt, E/Alum, 40-49"W, T/P Wlkwy	1	\$4,539	\$	4,539
26-17-1200	Angle Pump House at Wlkwy - Top Mt Cntrls	1	\$277	\$	277
26-26-1100	Safety Bars, FRC, Swing Up, LH/RH	1	\$770	\$	770
26-26-1210	Hand Rails, Wlkwy, Top Mt, LH/RH, Vrtcl, 12-24"	1	\$109	\$	109
26-26-1220	Hand Rails, Wlkwy, Top Mt, LH/RH, Horizontal, 12"	1	\$106	\$	106
26-26-1300	Step, Fldg, Wlkwy, Top Mt, LH/RH	1	\$235	\$	235
26-26-2150	Compt Under Wlkwy, Top Mt, LH, Alum T/P Lift-Up Dr	1	\$352	\$	352
26-26-2250	Compt Under Wlkwy, Top Mt, RH, Alum T/P Lift-Up Dr	1	\$352	\$	352
26-31-1100	Pump Side Access Door, Upper LH, S/S	1	\$253	\$	253
26-31-1300	Pump Side Access Door, Upper RH, S/S	-1	\$253	\$	(253)
26-31-3410	Gauge Panel, Top Mount, Blk Thermo, EXT	1	\$681	\$	681
26-31-4000	Frt Access Pump Panel, Alum T/P, Rmvl, Latches	1	\$537	\$	537
26-35-1300	Pump Panel, Hngd, LH	1	\$213	\$	213
26-35-3210	Pump Panel, Stnls Stil, LH/RH, SM, EXT	-1	\$897	\$	(897)
26-35-3350	Pump Panel, Stnls Stil, LH/RH, TM, EXT	1	\$1,102	\$	1,102
26-56-1300	Pump Panel Lt, Top Mt, w/ Swtch	1	\$165	\$	165
26-56-2000	Pump Panel Lt, Actuated w/Pump Engagement	1	\$113	\$	113
27-01-1200	Mstr Gauges, Class 1, 4-1/2" PSI, WF, Pr	1	\$272	\$	272
27-01-1500	Mstr Gauges, Noshok, 4" PSI, Pr	-1	\$374	\$	(374)
27-02-1200	Gauge, Dschg, Class 1, 2-1/2" 400#, WF	7	\$105	\$	732
27-02-1500	Gauge, Dschg, Noshok, 2-1/2" 400#, WF	-8	\$103	\$	(827)
27-10-1300	Engine Thrtl, Vernier, Electronic	1	\$420	\$	420
27-10-3400	Pressure Gvrnr, FRC, In-Cntrl, w/Bdy TGA300	-1	\$3,072	\$	(3,072)
27-35-1100	Water Tank Gauge, FRC, TankVision, Pump Panel	-1	\$617	\$	(617)
27-35-4000	Water Tank Gauge, IC, 14-LED, Pump Panel ("V" Shape)	1	\$527	\$	527
27-35-6104	Water Tank Gauge, Whelen PS TANK LED, Level Lts, Pair, IC	1	\$849	\$	849
27-36-5000	Foam Tank Gauge, IC, 14-LED, Class A, Pump Panel	1	\$370	\$	370
27-36-5050	Foam Tank Gauge, IC, 14-LED, Class B, Pump Panel	1	\$370	\$	370
29-10-8150	Hosebed, Divider, 1/4" Alum, EXT	1	\$414	\$	414
29-10-8160	(1) Main Hosebed Divider (Stationary)	1	\$597	\$	597
29-10-8300	Hosebed, Divider, Handhole Cutouts	3	\$64	\$	191
29-10-8600	Alum Box Around Fill Towers	1	\$386	\$	386

29-20-2000	Hosebed Cvr, Vinyl, <180" L, <74" W, Velcro	-1	\$891	\$ (891)
29-20-3550	Hosebed Cvr, Alum T/P, <168" L, 49-74" Wide - EXT	1	\$2,919	\$ 2,919
29-20-6700	Pwr Oprtd, Hosebed Cvr, Alum T/P, <180" L	1	\$2,784	\$ 2,784
29-20-7320	Hsbd Cvr Lt, OSS Night Stik, 36" LED Tube Lt, Ea	4	\$221	\$ 884
29-20-7700	Hosebed Cvr, Underside Strge for Backboard	2	\$202	\$ 405
29-20-7800	Rr Vinyl Flaps for Alum Cvr	2	\$242	\$ 484
30-02-1260	Dr Strap, EZ-Pull Down	-1	\$22	\$ (22)
30-02-1900	Side Body Header, Tread Plate, EXT	-1	\$795	\$ (795)
30-02-1920	Side Body Header, Alum, Pntd, EXT	1	\$1,190	\$ 1,190
31-01-5200	Bdy, Rosenbauer EXT, Pmpr/Tnkr , 150"	1	\$9,496	\$ 9,496
31-01-5224	Roll Up Drs, Outside Cmpt, HL/HR, 150" Bdy	1	\$1,993	\$ 1,993
31-01-5300	Bdy, Rosenbauer EXT, Pmpr/Tnkr , 160"	-1	\$10,291	\$ (10,291)
31-01-5324	Roll Up Drs, Outside Cmpt, HL/HR, 160" Bdy	-1	\$2,305	\$ (2,305)
32-05-6160	Ahd Rr Whls-34" Full Ht Compt-Roll Up Outside Compt	1	\$1,070	\$ 1,070
32-05-6260	Ahd Rr Whls-44" Full Ht Compt-Roll Up Outside Compt	-1	\$1,191	\$ (1,191)
32-06-6160	Ahd Rr Whls-34" Full Ht Compt-Roll Up Outside Compt	1	\$1,070	\$ 1,070
32-08-5200	Rr Center Compt - Full Height Roll Up/Non Trans	1	\$2,371	\$ 2,371
32-08-5210	Rr Center Compt - Full Height Roll Up/Trans	-1	\$2,067	\$ (2,067)
33-61-1300	Rr Step, Pmpr-Tnkr Bdy, Bolt-On, 12"	1	\$182	\$ 182
33-61-1330	Rr Step, Notched, EXT Bdy, Bolt-On, 12"	1	\$1,136	\$ 1,136
33-61-1620	Rr Step, EXT Bdy, Bolt-On, 18"	-1	\$1,069	\$ (1,069)
33-62-1300	Steps, Fldg, Rr Left Hand (3)	-1	\$228	\$ (228)
33-62-1400	Step, Fldg, Rr Right Hand	-1	\$89	\$ (89)
33-62-4120	Steps, Fldg, Rear, Left Hand (2)	1	\$213	\$ 213
33-62-4220	Steps, Fldg, Rear, Right Hand (2)	1	\$213	\$ 213
33-65-1300	Steps, Fldg, Frnt, Left Hand (3)	-1	\$260	\$ (260)
33-65-1600	Steps, Fldg, Frnt, Right Hand (3)	-1	\$228	\$ (228)
33-66-1100	Step, Fldg, Frnt, Left Hand	1	\$124	\$ 124
33-66-1160	Steps, Fldg, Frnt, Left Hand (4)	1	\$429	\$ 429
33-66-2100	Step, Fldg, Frnt, Right Hand	1	\$124	\$ 124
33-70-1200	Handrails, Rr Step, Vert, 30", Pair	1	\$132	\$ 132
33-70-1400	Handrails, Rr Step, Vert, 60", Pair	-1	\$176	\$ (176)
33-70-2200	Handrails, Pmpr, Below Hosebed, Horz, 60"	-1	\$118	\$ (118)
33-70-2300	Handrails, Pmpr, Below Hosebed, Horz, 72"	1	\$140	\$ 140
33-70-3100	Handrails, Pmpr, Top of Bdy Sides, Rr, 12", Pair	1	\$81	\$ 81
33-70-4200	Handrails, Pmpr, Side Pump Panel, Vert, 24", Pair	1	\$124	\$ 124
44-05-1100	Whl Well Panel, Alum T/P, Sngl Axle	-1	\$455	\$ (455)
44-05-1200	Whl Well Panel, Alum, Pntd, Sngl Axle	1	\$897	\$ 897
44-10-1600	Whl Well Cmpt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	-3	\$256	\$ (769)
44-10-2710	Whl Well Cmpt, Triple SCBA Tube, Pntd S/S Dr	2	\$1,005	\$ 2,011
44-10-6000	Whl Well Compt, SCBA Compt Straps	3	\$30	\$ 89
44-40-1020	Vents, Compts, Louvers (Ea)	2	\$46	\$ 92
45-02-4100	Shelf, Adjust, Alum 3/16", EXT	2	\$208	\$ 416
45-19-1300	Equipment Mounting Pnl, Rr Wall, PAC TRAC	2	\$624	\$ 1,247
50-15-7800	Battery Chrgr/Comp, KUSS, Pump Plus 1200 #091-187-12-R-B1	-1	\$1,621	\$ (1,621)
50-43-2100	Air Horn Cntrl, Driver, Sgle Ft Swtch	-1	\$199	\$ (199)
50-43-2200	Air Horn Cntrl, Officer, Sgle Ft Swtch	-1	\$199	\$ (199)
50-43-2500	Air Horn Cntrl, Dual Lanyard Pull Cord	1	\$213	\$ 213
51-15-3130	Fldt, Whelen, Pioneer Plus PFP2, Dual Lt, Cab Brow Mt	2	\$1,546	\$ 3,091
51-20-3100	Fldt, Mntg Lctn, Front Edge Of Cab Roof	2	\$113	\$ 227
51-20-4240	Lt Swtch , Remote Lctn, Special	1	\$278	\$ 278
52-02-1110	Back Up Camera, Install Chassis Supl'd, Mn	1	\$177	\$ 177
52-10-3200	Intercom System, FireCom 5100D Wireless (Single Radio)	1	\$1,471	\$ 1,471

52-10-3210	Headset, Wireless, Intercom w/Radio PTT, FireCom	2	\$869	\$	1,738
52-10-3220	Headset, Wireless, Intercom ONLY, FireCom	3	\$869	\$	2,607
52-10-3250	Base Station, Wireless, Single Channel	2	\$771	\$	1,542
52-10-3260	Base Station, Wireless, Multi Channel	3	\$914	\$	2,742
52-10-3290	Hanger Hook - Headset	5	\$15	\$	77
53-03-0060	Whelen Rr DOT LED Ltng Pkg (4x6)	1	\$101	\$	101
53-03-0065	Whelen Rr DOT LED Ltng Pkg M6	-1	\$101	\$	(101)
53-03-2600	Tail/Brake Lts, Whelen, LED, 4"x6"	1	\$289	\$	289
53-03-2750	Tail/Brake Lts, Whelen, LED, M6	-1	\$289	\$	(289)
53-04-2600	Turn Signals, Whelen, LED, 4"x6"	1	\$232	\$	232
53-04-2750	Turn Signals, Whelen, LED, M6	-1	\$259	\$	(259)
53-05-1700	Turn Signals, Mid Bdy, 1-1/4" x 4" Incan Marker Lt	-1	\$101	\$	(101)
53-05-1800	Turn Signals, Mid Bdy, LED Marker Lt	1	\$107	\$	107
53-06-3500	Backup Lts, Whelen, LED, 4"x6"	1	\$235	\$	235
53-06-3550	Backup Lts, Whelen, LED, M6	-1	\$359	\$	(359)
53-07-1200	Tail Lt Bezel, 4 Lts	1	\$233	\$	233
53-07-1210	Tail Lt Bezel, 4 Lts, Whln M6	-1	\$406	\$	(406)
54-03-1210	Ground Lts, Pump Panel, LED, Pair, Truck-Lite Super 44	1	\$328	\$	328
54-03-1400	Ground Lts, Mid Bdy, LED, Pair	-1	\$263	\$	(263)
54-03-1410	Ground Lts, Mid Bdy, LED, Pair, Truck-Lite Super 44	1	\$328	\$	328
54-03-1600	Ground Lts, Rr Step, LED, Pair	-1	\$263	\$	(263)
54-03-1610	Ground Lts, Rr Step, LED, Pair, Truck-Lite Super 44	1	\$328	\$	328
54-10-1400	Step Lt, Rr Tailboard, Incan, Ea	-2	\$55	\$	(110)
54-10-1450	Step Lt, Rr Tailboard, LED, Ea	2	\$81	\$	163
54-15-1290	Scene Lt, Whelen, M9 LED	-6	\$525	\$	(3,148)
54-15-1520	Fldlt, Whelen, Pioneer PFA2, Dual Lt, Rcsc Mt, 15-Dgree	4	\$1,312	\$	5,249
54-15-6100	Scene Lt Swtch , All Lts, Cab	-1	\$99	\$	(99)
54-15-6620	Scene Lt Actvtd, Rear Scene, Driver VISTA	1	\$263	\$	263
54-15-6630	Scene Lt Actvtd, Rear Scene, Officer VISTA	1	\$263	\$	263
54-15-6650	Scene Lt Swtch , Rr Scene Lts, Pump Panel	1	\$99	\$	99
55-01-3280	Cmpt Lt, Wall, OSS Night Stik, 36" LED Tube Lt, (2) Ea Cmpt	-2	\$414	\$	(827)
55-01-3290	Cmpt Lt, Wall, OSS Night Stik, 54" LED Tube Lt, (2) Ea Cmpt	-5	\$585	\$	(2,926)
55-01-3370	Cmpt Lt, Wall, OSS Value Line, 27" LED Tube Lt, (2) Ea Cmpt	3	\$337	\$	1,010
55-01-3390	Cmpt Lt, Wall, OSS Value Line, 54" LED Tube Lt, (2) Ea Cmpt	4	\$517	\$	2,068
55-02-3300	Cmpt Lt, Ceiling, OSS Value Line, 9" LED Tube Lt, Ea	2	\$118	\$	235
56-01-1600	Siren, Elect, Whelen 295LSA1	-1	\$450	\$	(450)
56-01-1720	Siren, Elect, Whelen 295HFSA7	1	\$644	\$	644
56-03-1100	Spkr Lctn, Bumper, Rcscd, Center	-1	\$78	\$	(78)
56-03-1400	Spkr Lctn, Bumper, Rcscd, One Ea Side	2	\$78	\$	156
56-06-0400	Siren, F-S, Q2B, Mech, Bumper, Rcscd, Center	1	\$2,005	\$	2,005
56-07-1200	Siren Brake, F-S, Q2B, Officer's Side	1	\$98	\$	98
56-07-1300	Siren Cntrl, F-S, Q2B, Driver's Side Foot Swtch	1	\$164	\$	164
57-02-1150	Lt Bar, Whelen, Ultra Freedom, #FN72QLED, LED, 72"	-1	\$2,075	\$	(2,075)
57-10-0100	Lightbar Cntrl, VISTA	1	\$334	\$	334
57-10-0600	Lightbar Cntrl, with Master Warning Switch	-1	\$199	\$	(199)
58-01-1100	Bezels, Chrome, Wrn Lts (1 pair)	2	\$66	\$	132
58-01-1200	Housing, Step, Wrn Lts (1 pair)	-1	\$103	\$	(103)
58-03-6300	Wrn Lts, Whelen, Uppr Wing, (2) M6 LED	-1	\$573	\$	(573)
58-03-6400	Wrn Lts, Whelen, Upper Wing, (2) #600 S-LED	1	\$493	\$	493
58-03-7300	Wrn Lts, Whelen, Inbrd Hdlt Frnt, (2) M6 LED	-1	\$573	\$	(573)
58-03-7310	Wrn Lts, Whelen, Inbrd Hdlight Frnt, (2) #600 S-LED	1	\$493	\$	493
58-03-8100	Wrn Lts, Whelen, Grille Frnt Inner Grille, (2) M7 LED	-1	\$573	\$	(573)
58-09-1520	Wrn Lts, Whelen, Intrsc (2) #600 S-LED	1	\$493	\$	493

58-09-2000	Wrm Lts, Whelen, Intrset (2) M6 LED	-1	\$573	\$	(573)
58-16-2000	Wrm Lts, Whelen, Low Mid-Chs, (2) 4x6 S LED	1	\$493	\$	493
58-36-1120	Wrm Lts, Whelen, Low Rr Side (2) #500 SLED	1	\$468	\$	468
58-36-2000	Wrm Lts, Whelen, Low Rr Side (2) M6 LED	-1	\$573	\$	(573)
58-74-5100	Stanchions, Rr Wrm Lt, Cast Alum	-1	\$235	\$	(235)
58-81-1520	Wrm Lts, Whelen, Low Rr (2) #600 S-LED	1	\$493	\$	493
58-81-2000	Wrm Lts, Whelen, Low Rr (2) M6 LED	-1	\$573	\$	(573)
58-91-1700	Traffic Arrow Lt, Whelen, 46" LED, TAL85	1	\$948	\$	948
60-05-9400	Cvr, Gntr, Alum T/P	1	\$505	\$	505
60-20-1450	Gntr Mtg, Front of Hosebed	1	\$448	\$	448
60-20-4100	Circuit Breaker Box, 6 to 8KW, 1 PH	1	\$858	\$	858
60-90-1100	Green Star Idle Reduction Technology (IRT), EXT	1	\$1,036	\$	1,036
60-90-2000	Auxiliary Diesel Power Unit (APU) 7.9KW	1	\$10,460	\$	10,460
60-90-2120	Alternator, 160-Amp, Auxiliary Power Unit (APU)	1	\$1,719	\$	1,719
60-90-3020	Custom Chassis Greenstar Air Conditioning	1	\$3,270	\$	3,270
60-90-4000	Battery Charger, Newmar PT-40U	1	\$1,135	\$	1,135
61-01-4200	Cable, Reel, Akron ERWC-10-28 Compact Reel	1	\$1,709	\$	1,709
61-02-1750	Cable Reel Lctn, Left Side, Over Whl Cmpt, Upper	1	\$319	\$	319
61-03-3500	Cable, Elec, 120V, 200' 10/3 Ylw	1	\$458	\$	458
61-04-7200	Cable Reptcl, 120V L5-20R, 3-Prong, Twst Lck	1	\$105	\$	105
61-04-8200	Roller Assy, Cable Reel, 4-Way, SS Rollers	1	\$128	\$	128
61-04-9100	Ball Stop, Cable, Orange	1	\$53	\$	53
61-05-2020	Jct Box, Circle D, (4)120V 5-20R SB, L5-20P Pgtl, Ylw	1	\$754	\$	754
61-05-4000	Jct Box, Holder, Brushed Alum	1	\$96	\$	96
64-12-1300	Lt Tower, KL, Knight 450, (6)-500W, 3000W	1	\$11,277	\$	11,277
64-20-1700	Lt Tower Mtg, Hrzntl, Cab Roof	1	\$827	\$	827
80-32-1250	Compt Finish, DA Sanded, Up to 8 Cmpts, EXT	1	\$2,913	\$	2,913
80-44-1400	Undercoating, Bdy, Sngl Axle	1	\$249	\$	249
80-50-1900	Lettering, 4" Scotchlite Reflect, 50 Letters	1	\$520	\$	520
80-50-2000	Lettering, 4" Scotchlite Reflect, 75 Letters	-1	\$754	\$	(754)
80-65-1100	Dr Seals, Cstm Characters, POR	1	\$378	\$	378
80-71-1300	Stripe, Triple Reflective, 1" x 4" x 1" Large "Z" Design	1	\$803	\$	803
80-71-1600	Stripe, Triple Reflective, 1" x 6" x 1" Large "Z" Design	-1	\$903	\$	(903)
80-72-1100	Stripe, Reflective, Chevron Pattern Entire Rr	-1	\$1,448	\$	(1,448)
80-72-1110	Stripe, Refl, Diamond Grde, Chevron Pattern Entire Rr, EXT	1	\$1,451	\$	1,451
80-73-1100	Reflective Pin Stripe	1	\$277	\$	277
90-01-5900	Whl Chocks Pair Zico #SAC-44 Fldg w/ Mts	-1	\$530	\$	(530)
90-02-3520	Ladder Compt, Beside Tank, Right Rr Bdy, EXT	-1	\$2,299	\$	(2,299)
90-02-4120	Ladder Strge, In Hosebed, With Door, EXT	1	\$1,940	\$	1,940
90-02-5340	Fldg Attic Ladder Mntg, In Ladder Storage, EXT	1	\$120	\$	120
90-02-5350	Fldg Attic Ladder Mntg, On Hyd Rack-MN	-1	\$185	\$	(185)
90-03-1400	Ladder, Roof, Alco-Lite, 14' Alum PRL-14	1	\$415	\$	415
90-03-3300	Ladder, Roof, Duo-Safety, 14' Alum 775-A	-1	\$414	\$	(414)
90-06-1500	Ladder, Ext, Alco-Lite, 24' Alum, 2 Sect PEL-24	1	\$723	\$	723
90-06-4600	Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A	-1	\$724	\$	(724)
90-08-1500	Ladder, Attic, Alco-Lite, 10' Alum, Fldg FL-10	1	\$339	\$	339
90-08-2600	Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A	-1	\$338	\$	(338)
90-16-2300	Pike Pole, 6' Fbgls, Round Hndl	-1	\$206	\$	(206)
90-16-2500	Pike Pole, 6' Fbgls, I-Beam Hndl	1	\$208	\$	208
90-16-2700	Pike Pole, 8' Fbgls, I-Beam Hndl	1	\$215	\$	215
90-16-2800	Pike Pole, 10' Fbgls, Round Hndl	-1	\$215	\$	(215)
90-35-1900	Emrgncy Road Kit - DOT Required	-1	\$113	\$	(113)

ROSENBAUER MOTORS CHASSIS OPTIONS				
03-09-0301	Seat Back Crew SCBA Bostrom SecureAll	-4	\$399	\$ (1,597)
03-00-0711	60" Cab Length 11" Roof	-1	\$29,822	\$ (29,822)
03-00-0761	70" Cab Length 11" Roof	1	\$34,409	\$ 34,409
03-05-0055	Light Tower Reinforcement Pad - Command Light	1	\$330	\$ 330
03-06-0010	Steps Aluminum Treadplate	1	\$944	\$ 944
03-06-1127	Power, Cab Door Locks (4) Entry Doors w/Drvr Ofcr Keyless Entry	1	\$1,375	\$ 1,375
03-06-1135	Interior 1-Piece Door Panel Type Aluminum	-1	\$506	\$ (506)
03-06-1140	Interior 1-Piece Door Panel Type Stainless Steel	1	\$758	\$ 758
03-06-1201	Door Panel Finish ARMA Gray	-1	\$248	\$ (248)
03-08-0200	Window Driver Crew Door w/Manual Regulator	-1	\$260	\$ (260)
03-08-0220	Window 50% Tint Driver Crew Door w/Manual Regulator	1	\$272	\$ 272
03-08-0240	Window Officer Crew Door Manual Regulator	-1	\$260	\$ (260)
03-08-0250	Window 50% Tint Officer Crew Door Manual Regulator	1	\$272	\$ 272
03-08-0300	Window Side Middle Driver Fixed 18" x 24"	-1	\$133	\$ (133)
03-08-0325	Window 50% Tint Side Middle Driver Sldg 18"W x 24"H	1	\$429	\$ 429
03-08-0350	Window Side Middle Officer Fixed 18" x 24"	-1	\$133	\$ (133)
03-08-0375	Window 50% Tint Side Middle Officer Sldg 18"W x 24"H	1	\$429	\$ 429
03-09-0122	Seat Back SCBA Bostrom SecureAll	-1	\$417	\$ (417)
03-09-0126	Seat Back SCBA IMMI Smart Dock	1	\$439	\$ 439
03-09-0183	Seat Driver Seats Inc 10-Way Electric ABTS	1	\$1,766	\$ 1,766
03-09-0185	Seat Driver Bostrom Sierra 4-Way Air ABTS	-1	\$1,302	\$ (1,302)
03-09-0212	Seat Mounting Driver Air Bostrom	-1	\$185	\$ (185)
03-09-0218	Seat Mounting Driver Electric Seats Inc	1	\$185	\$ 185
03-09-0230	Seat Officer Seats Inc Fixed ABTS	1	\$744	\$ 744
03-09-0239	Seat Officer Bostrom Tanker Fixed ABTS	-1	\$744	\$ (744)
03-09-0275	Seat Mounting Officer Fixed Bostrom	-1	\$177	\$ (177)
03-09-0281	Seat Mounting Officer Fixed Seats Inc	1	\$177	\$ 177
03-09-0305	Seat Back Crew SCBA IMMI Smart Dock	3	\$420	\$ 1,261
03-09-0350	Seat Crew Rear Facing Outer Seats Inc Fixed ABTS	2	\$744	\$ 1,487
03-09-0352	Seat Crew Rear Facing Outer Bostrom Tanker Fixed ABTS	-2	\$686	\$ (1,373)
03-09-0551	Seat Crew Forward Facing Center Seats Inc Flip-up	1	\$815	\$ 815
03-09-0552	Seat Crew Forward Facing Center Bostrom Tanker Fixed	-2	\$686	\$ (1,373)
03-09-0923	Seat Logo Fire Department	5	\$83	\$ 413
03-09-3100	Seat Box (60/54) Forward Facing (FFC Seats)	-1	\$517	\$ (517)
03-09-3122	Seat Box Center Forward Facing (Single Seat)	1	\$238	\$ 238
03-09-3215	Seat Box (60) Forward Facing Storage Access Door (2) Driver/Officer	-1	\$152	\$ (152)
04-01-1075	Interior Trim Color Gray, 60"- 11" Roof	-1	\$2,518	\$ (2,518)
04-01-1100	Interior Trim Color Gray, 70" -11" Roof	1	\$3,056	\$ 3,056
04-02-1100	Interior Floor Covering Color Gray, 60"	-1	\$1,220	\$ (1,220)
04-02-1125	Interior Floor Covering Color Black, 70"	1	\$1,562	\$ 1,562
04-02-1700	Interior Trim Sun Visor Vinyl	-1	\$237	\$ (237)
04-02-1702	Interior Trim Sun Visor Tinted	1	\$165	\$ 165
04-03-1010	Cab Dash & Engine Tunnel ARMA Coating Gray	-1	\$152	\$ (152)
04-03-1200	Flat Mntg Plate - Rear Engine Tunnel Arma	1	\$208	\$ 208
04-04-1122	Switch Plate (7) Switches 12V DC	-1	\$337	\$ (337)
04-04-1146	Locking Accy Box	1	\$105	\$ 105
04-04-1151	Open Accy Box	-1	\$66	\$ (66)
04-05-0105	Interior Handle Front Door Grab Handles	-1	\$308	\$ (308)
04-05-0150	Interior Grab Handle Rear Door Chicago Style 34" Black Powder Coat	-1	\$179	\$ (179)
04-05-0182	Additional Grab Handles, "A" Pillar	1	\$138	\$ 138
04-05-2020	Additional Exterior Grab Handle 11" - Cab Face Center	1	\$97	\$ 97
04-09-0120	Cab Exterior Trim Lower Side Stainless 10" Wrap- 70" Cab, No Rear	1	\$903	\$ 903

04-09-0160	Cab Exterior Trim Stainless Steel Rear Corners, 11" Roof	1	\$894	\$ 894
04-10-0351	Mud Flaps Front	-1	\$89	\$ (89)
05-00-0021	Cab Tilt Limit Switch	1	\$112	\$ 112
05-00-0200	Cab Tilt System - Heavy Duty	-1	\$4,681	\$ (4,681)
05-00-0205	Cab Tilt System - Heavy Duty w/ Manual Back Up	1	\$5,079	\$ 5,079
05-00-7130	Ramco-Bus-Drv Dr Mt (CRM-1350PCHR)-Off Dr Mt (CRM-1350PC	-1	\$959	\$ (959)
05-01-5015	Cab Paint Exterior Two Tone	1	\$1,122	\$ 1,122
05-01-5034	Cab Paint Exterior Breakline Number 3	1	\$138	\$ 138
05-01-7000	Cab Paint Spray Out	2	\$55	\$ 110
06-00-1014	400HP Cummins ISL 9L	-1	\$34,959	\$ (34,959)
06-00-1016	450HP Cummins ISL 9L	1	\$36,057	\$ 36,057
06-07-5110	Plymovent Tailpipe Stop - Magnetic	1	\$540	\$ 540
07-04-0310	Fuel Tank 50 Gal/189 Liter, Dual Fill	1	\$1,822	\$ 1,822
07-04-0312	Fuel Tank 68 Gallon/257 Liter - Dual Fill	-1	\$2,033	\$ (2,033)
07-07-0141	(2) Front Tires 385/65R 22.5 Michelin XFE "L"	-1	\$2,016	\$ (2,016)
07-07-0143	(2) Front Tires 385/65R 22.5 Good Year G296 MSA J	1	\$1,577	\$ 1,577
07-07-0301	(4) Rear Tires 11R 22.5 Michelin XZE2 "H"	-1	\$3,576	\$ (3,576)
07-07-0306	(4) Rear Tires 11R 22.5 Goodyear G661 HSA "H"	1	\$2,771	\$ 2,771
07-07-0720	(2) Front Wheels Alcoa Polished 22.5 x 12.25 Aluminum	-1	\$1,123	\$ (1,123)
07-07-0723	(2) Front Wheels Alcoa Dura-Bright 22.5 x 12.25 Aluminum	1	\$1,304	\$ 1,304
07-07-0784	(4) Rear Wheels Alcoa Polished 22.5 x 8.25 Aluminum	-1	\$1,354	\$ (1,354)
07-07-0787	(4) Rear Wheels Alcoa Dura-Bright 22.5 x 8.25 Aluminum	1	\$1,946	\$ 1,946
07-08-0203	Front Brakes Meritor EX225 Disc 17"	1	\$1,166	\$ 1,166
07-08-0554	Moisture Ejectors with Cable	1	\$112	\$ 112
07-09-0010	Frame Single Channel 35" Frame Width	-1	\$6,334	\$ (6,334)
07-09-0012	Frame Double Channel 35" Frame Width	1	\$9,621	\$ 9,621
07-09-0045	Wheelbase Range 220" - 239"	1	\$385	\$ 385
07-13-0403	Tow Eyes 3" Painted Below - Forward	1	\$230	\$ 230
08-00-0721	Ground Lights LED Whelen 3SC0CDCR	-1	\$215	\$ (215)
08-01-0034	2 Position Battery Master - Driver's Kick Plate	-1	\$127	\$ (127)
08-01-0050	Driver VISTA Display Weldon Vista IV	-1	\$1,399	\$ (1,399)
08-01-0053	Driver & Officer Weldon Vista IV with Touchscreen	1	\$3,202	\$ 3,202
08-01-0300	Power Door Lock Activation, Respective Door	1	\$224	\$ 224
08-01-0854	Power Door Lock Compartment Activated Driver & Officer Keypads v	1	\$715	\$ 715
08-02-0176	Assc Power Distribution Panel Bhnd Off Seat 10 Position 40A Batt Di	-1	\$344	\$ (344)
08-06-0160	Driver & Officer Side Cameras, Rear Camera; Driver Vista	1	\$809	\$ 809
08-09-0502	Operation & Part List Manuals (2) Sets, CD + Printed Manuals	1	\$385	\$ 385
08-09-0510	Engine Service Manual Cummins ISL/ISX (1) Set	-1	\$413	\$ (413)
08-09-0511	Engine Service Manual Cummins ISL/ISX (2) Sets	1	\$825	\$ 825
08-09-0520	Transmission Service Manual Allison 3000EVS / 4000EVS (1) Set	-1	\$193	\$ (193)
08-09-0521	Transmission Service Manual Allison 3000EVS /4000EVS (2) Sets	1	\$385	\$ 385
08-09-0531	As Built Wiring Diagrams (2) Sets	1	\$28	\$ 28
	TOTAL PUBLISHED OPTIONS			\$ 137,502

THE FOLLOWING UNPUBLISHED OPTIONS ARE INCLUDED IN THE PROPOSAL

Part No	Description	QUAN	MN PRICE	EXT. TOTAL
01-33-3710	In Process Photos	1	\$ 500	\$500
01-33-3812	Manuals, Body, Complete, Customized, EXT	1	\$ 770	\$770
10-04--2948	Grating, Bumper Cmpt, Turtle Tile, Full Width Cmpt	1	\$ 213	\$213
10-05--4324	Front Bumper, 4000, Max Force 12"H, T/P Apron, 24" Extension	1	\$ 1,786	\$1,786
10-05--9270	Tow Eyes 3" Painted Below - Rearward	1	\$ 275	\$275
10-19-2000S	Air Brake Compressor, GAST 12V 1	1	\$ 1,443	\$1,443
24-02-1410S	Elbow Adapter, 4"FNST x 4"MNST, LW Alum, Kochek	2	\$ 224	\$448
24-03-1700S	Cap, 4" Chrome, Rocker Lug, w/Chain, Kochek	2	\$ 154	\$308
24-62-1200	Valve Mfger, Akron, 8000, (2")	1	\$ 194	\$194
24-62-1250	Valve Mfger, Akron, 8000, (2-1/2")	2	\$ 243	\$486
24-62-1300	Valve Mfger, Akron, 8000, (3")	1	\$ 375	\$375
27-21-1500	Engine Monitor, Class 1, ENFO-IV, Pump Panel	1	\$ 633	\$633
30-01-3210	Side Body Height, EXT S/A Pumper/Tanker 85"	1	\$ 2,042	\$2,042
50-15-5400S	Battery Saver, Kussmaul 091-195-12	1	\$ 613	\$613
54-15-6320	Scene Light Activated, All Lts Driver VISTA	1	\$ 219	\$219
54-15-6330	Scene Light Activated, All Lts Officer VISTA	1	\$ 219	\$219
55-06-1100	Compartment Light, Door Switch	2	\$ 105	\$210
56-02-1652	Speaker Mount, Stainless Steel F-S Trim Ring ESFMT	1	\$ 134	\$134
57-02-1250S	Light Bar, Whelen, Ultra Freedom IV #F4N7QLED, LED 72" All Light	1	\$ 6,217	\$6,217
60-90-2001	Upgrade to 8KW Aux Diesel Power Generator over 7.9	1	\$ 1,924	\$1,924
60-90-2820	Remote Mount Oil Filter	1	\$ 615	\$615
80-72-2020S	Chevron, Reflective, Cab Door Interiors, Red/Lemon Yellow Dia. Gra	1	\$ 610	\$610
90-10-1300	Ladder, Little Giant, 9-15' Alum, Model 17 10102LG	1	\$ 631	\$631
	Lubbock County TX DOT Chassis Fee	1	\$ 422	\$422
03-09-0902	Seat Material Turnout Tuff - Upgrade on Seats 911 Inc.	5	\$ 44	\$220
04-03-1012	Cab Dash & Engine Tunnel Line-X Coating Gray	1	\$ 317	\$317
04-05-0110	Interior Handle Front Door Grab Handle - Orange Powder Coat	1	\$ 422	\$422
04-05-0151	Interior Grab Handle Rear Door Chicago style 34" Orange Powder Coa	1	\$ 280	\$280
04-10-0351	Mud Flaps Front, Anti-Sail Type	1	\$ 186	\$186
05-00-7180	Ramco-Bus-Drv Cwl Mt (6018PCHR)-Off Cwl Mt w/3" riser	1	\$ 1,475	\$1,475
06-03--2010	Fluid checks & Fills at Grille SIL	1	\$ 57	\$57
06-04--4010	Coolant Valve Shut off Valve w/connecton	1	\$ 147	\$147
07-08-0572	Air Supply Lines Nylon with Compression Fittings	1	\$ 1,100	\$1,100
08-00-0521	DRL & Wig Wag, Alternating Headlines	1	\$ 289	\$289
08-00-0721	Ground Lights LED Truck Lite, Super 44	1	\$ 573	\$573
08-01-0033	Cole Hersee Ignition Switch& Battery Master w/push button start	1	\$ 867	\$867
08-01-0750	Ground Lights Activation Pakr Brake & LR Turn Signal	1	\$ 1,166	\$1,166
08-02-0177S	Assc Poer Distribution Panel under Havis 10 Position 40A	1	\$ 419	\$419
08-02-0512	Aux power & Ground stud Drivr Behind the Driver Seat 40A master sv	2	\$ 203	\$406
	Loose Equipment to be Furnished by Daco Fire, Per Fire Dept List	1	\$ 93,788	\$93,788
	TOTAL AMOUNT OF UNPUBLISHED OPTIONS			\$122,999

FORM E - PUBLISHED OPTIONS		Procurement No.:FS12-13		
Offeror Name:	DACO FIRE EQUIPMENT			
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number.			
	2) Use a single Form E for ALL items. Add/Insert additional lines as necessary.			
	3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number.			
	4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item.			
	5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option.			
	6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Conv of catalog should be supplied w/bid.			
Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets				
Code or Part No.	Option Description	Quan.	Offered Price	Extended Total
ROSENBAUER BODY OPTIONS				
Part No	Description		MN PRICE	
10-03-3200	Tow Hooks, Frnt, Pntd	1	\$185	\$ 185
10-04-2550	Bumper Cmpt, Full Width	1	\$1,558	\$ 1,558
10-04-3180	Bumper Cmpt Door, Alum T/P, Raised Full Width	1	\$293	\$ 293
10-04-3460	Bumper Cmpt Door Gas Shock	1	\$171	\$ 171
10-06-1110	Whl Trim, S/S Hub/Lug Cvrs, Front/Rr, Sngl Axle	1	\$400	\$ 400
10-11-1500	Cab Trim, Roof, Alum T/P, Roof, 4 Dr	1	\$684	\$ 684
10-19-7000	Air Tank Drains, Cable Extensions, Ea	5	\$75	\$ 374
20-09-2120	Pump Flow Rtng, Hale, DSD, 1250 GPM	1	\$13,743	\$ 13,743
20-09-2130	Pump Flow Rtng, Hale, DSD, 1500 GPM	-1	\$14,748	\$ (14,748)
20-14-4100	Anode, Pump, Hale	2	\$220	\$ 440
20-14-6300	Relief Vlv, Hale, P30	1	\$2,156	\$ 2,156
20-31-3200	Dump-Relief Vlv, Suction Side, ELK #240, NST	-1	\$458	\$ (458)
20-31-3400	Dump-Relief Vlv, Suction Side, Hale S/S	1	\$472	\$ 472
21-01-2200	Drain/Bleeder, Class 1, Automatic	4	\$118	\$ 471
21-01-2300	Drain/Bleeder, Class 1, Mnl 1/4 Turn	3	\$127	\$ 380
22-12-3100	Intk, Aux, Gtd, 2-1/2", NST, Right Side	1	\$787	\$ 787
22-24-1300	Intk, Gtd, 6" NST, 6" AKR Elec Vlv, LH Side, Bhnd Pnl	1	\$2,803	\$ 2,803
22-24-3300	Intk, Gtd, 6" NST, 6" AKR Elec Vlv, RH Side, Bhnd Pnl	1	\$2,803	\$ 2,803
22-41-1100	Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1	\$81	\$ 81
22-55-4012	Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	-2	\$135	\$ (271)
22-55-4020	Intk Vlv Cntrl, Swing Type Man, Lckg, TM, AKR - Class 1	4	\$228	\$ 911
22-55-4050	Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	-1	\$150	\$ (150)
23-06-2200	Crosslay Dschgs, (2) 1-1/2", Over Pump Panel	-1	\$2,023	\$ (2,023)
23-09-4100	Dschg, 2-1/2", Left Side, Pump Panel	-1	\$758	\$ (758)
23-09-5200	Dschg, 3" x 4"NST, Left Side, Pump Panel	1	\$939	\$ 939
23-10-4100	Dschg, 2-1/2", Right Side, Pump Panel	-1	\$734	\$ (734)
23-10-5200	Dschg, 3" x 4"NST, Right Side, Pump Panel	1	\$939	\$ 939
24-16-1510	Mntr, AKR, DckMstr, 3440, 1250GPM, Elec, No Nzl	1	\$7,669	\$ 7,669
24-18-4300	Nzl, Mstr Strm, AKR, Sabre-master, 1577, Elec, 1250GPM	1	\$2,859	\$ 2,859

24-30-3700	Hose Reel, HAN, LwrRr Cmpt, Elec, Stl Pntd	1	\$1,318	\$ 1,318
24-31-2100	Hose Reel, Rwnd Cntrl, Weatherproof Push Button	1	\$113	\$ 113
24-32-1400	Dschg, Hose Reel, 1-1/2"	1	\$471	\$ 471
24-33-1500	Hose, Water, 800#, 1" x 50'	1	\$426	\$ 426
24-33-1600	Hose, Water, 800#, 1" x 100'	1	\$652	\$ 652
24-33-9300	Roller, Hose Reel, Rr	1	\$202	\$ 202
24-33-9700	Roller, Hose Reel, Vrtcl	1	\$377	\$ 377
24-53-0020	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	-8	\$178	\$ (1,426)
24-53-0300	Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR Slow Close - IC w/Ga	-1	\$201	\$ (201)
24-53-0700	Dschg Vlv Cntrl, Swing Type Mnl, Lckg, TM, AKR Slow Cls - Cls1	1	\$197	\$ 197
24-53-0720	Dschg Vlv Cntrl, Swing Type Mnl, Lckg, TM, AKR - Cls1	7	\$122	\$ 855
24-53-5200	Dschrg Vlv Cntrl, AKR, 3" Elec, #9315, Pres Mtr-FM	2	\$3,204	\$ 6,409
25-06-4200	Foam Sys, F/PRO 2002, Cls A/B, 5G/400P,12V	1	\$10,204	\$ 10,204
25-06-9100	Foam System, FoamPro, Mnl Dual Tank Cntrl	1	\$1,659	\$ 1,659
25-21-1500	Foam Tank, Intgrl Poly, 30 Gal, Class A	1	\$745	\$ 745
25-21-1600	Foam Tank, Intgrl Poly, 30 Gal, Class B	1	\$745	\$ 745
25-23-1000	Foam Tank Drain, 1" Gate Vlv, Under Tank	2	\$234	\$ 469
25-24-4100	Foam Pump, Hale EZ-Fill, 12V Elec, Refill Trnsfr Dual Tnk	1	\$3,089	\$ 3,089
25-28-1340	Water Tank, 500 Gal, Pmpr/Tnkr , Poly, T-Tank	1	\$5,336	\$ 5,336
25-28-1360	Water Tank, 750 Gal, Pmpr/Tnkr , Poly, T-Tank	-1	\$6,266	\$ (6,266)
26-02-2200	Pump Enc, Side Mt, Extrd Alum, 40-49"W, Crslys	-1	\$3,545	\$ (3,545)
26-16-1100	Pump Enc, Top Mt, E/Alum, 40-49"W, T/P Wlkwy	1	\$4,539	\$ 4,539
26-17-1200	Angle Pump House at Wlkwy - Top Mt Cntrls	1	\$277	\$ 277
26-26-1100	Safety Bars, FRC, Swing Up, LH/RH	1	\$770	\$ 770
26-26-1210	Hand Rails, Wlkwy, Top Mt, LH/RH, Vrtcl, 12-24"	1	\$109	\$ 109
26-26-1220	Hand Rails, Wlkwy, Top Mt, LH/RH, Horizontal, 12"	1	\$106	\$ 106
26-26-1300	Step, Fldg, Wlkwy, Top Mt, LH/RH	1	\$235	\$ 235
26-26-2150	Compt Under Wlkwy, Top Mt, LH, Alum T/P Lift-Up Dr	1	\$352	\$ 352
26-26-2250	Compt Under Wlkwy, Top Mt, RH, Alum T/P Lift-Up Dr	1	\$352	\$ 352
26-31-1100	Pump Side Access Door, Upper LH, S/S	1	\$253	\$ 253
26-31-1300	Pump Side Access Door, Upper RH, S/S	-1	\$253	\$ (253)
26-31-3410	Gauge Panel, Top Mount, Blk Thermo, EXT	1	\$681	\$ 681
26-31-4000	Frt Access Pump Panel, Alum T/P, Rmvbl, Latches	1	\$537	\$ 537
26-35-1300	Pump Panel, Hngd, LH	1	\$213	\$ 213
26-35-3210	Pump Panel, Stnls Stl, LH/RH, SM, EXT	-1	\$897	\$ (897)
26-35-3350	Pump Panel, Stnls Stl, LH/RH, TM, EXT	1	\$1,102	\$ 1,102
26-56-1300	Pump Panel Lt, Top Mt, w/ Switch	1	\$165	\$ 165
26-56-2000	Pump Panel Lt, Actuated w/Pump Engagement	1	\$113	\$ 113
27-01-1200	Mstr Gauges, Class 1, 4-1/2" PSI, WF, Pr	1	\$272	\$ 272
27-01-1500	Mstr Gauges, Noshok, 4" PSI, Pr	-1	\$374	\$ (374)
27-02-1200	Gauge, Dschg, Class 1, 2-1/2" 400#, WF	7	\$105	\$ 732
27-02-1500	Gauge, Dschg, Noshok, 2-1/2" 400#, WF	-8	\$103	\$ (827)
27-10-1300	Engine Thrtrl, Vernier, Electronic	1	\$420	\$ 420
27-10-3400	Pressure Gvmr, FRC, In-Cntrl, w/Bdy TGA300	-1	\$3,072	\$ (3,072)
27-35-1100	Water Tank Gauge, FRC, TankVision, Pump Panel	-1	\$617	\$ (617)
27-35-4000	Water Tank Gauge, IC, 14-LED, Pump Panel ("V" Shape)	1	\$527	\$ 527
27-35-6104	Water Tank Gauge, Whelen PS TANK LED, Level Lts, Pair, IC	1	\$849	\$ 849
27-36-5000	Foam Tank Gauge, IC, 14-LED, Class A, Pump Panel	1	\$370	\$ 370
27-36-5050	Foam Tank Gauge, IC, 14-LED, Class B, Pump Panel	1	\$370	\$ 370
29-10-8150	Hosebed, Divider, 1/4" Alum, EXT	1	\$414	\$ 414
29-10-8160	(1) Main Hosebed Divider (Stationary)	1	\$597	\$ 597
29-10-8300	Hosebed, Divider, Handhole Cutouts	3	\$64	\$ 191
29-10-8600	Alum Box Around Fill Towers	1	\$386	\$ 386

29-20-2000	Hosebed Cvr, Vinyl, <180" L, <74" W, Velcro	-1	\$891	\$ (891)
29-20-3550	Hosebed Cvr, Alum T/P, <168" L, 49-74" Wide - EXT	1	\$2,919	\$ 2,919
29-20-6700	Pwr Oprtd, Hosebed Cvr, Alum T/P, <180" L	1	\$2,784	\$ 2,784
29-20-7320	Hsbd Cvr Lt, OSS Night Stik, 36" LED Tube Lt, Ea	4	\$221	\$ 884
29-20-7700	Hosebed Cvr, Underside Strge for Backboard	2	\$202	\$ 405
29-20-7800	Rr Vinyl Flaps for Alum Cvr	2	\$242	\$ 484
30-02-1260	Dr Strap, EZ-Pull Down	-1	\$22	\$ (22)
30-02-1900	Side Body Header, Tread Plate, EXT	-1	\$795	\$ (795)
30-02-1920	Side Body Header, Alum, Pntd, EXT	1	\$1,190	\$ 1,190
31-01-5200	Bdy, Rosenbauer EXT, Pmpr/Tnkr , 150"	1	\$9,496	\$ 9,496
31-01-5224	Roll Up Drs, Outside Cmpt, HL/HR, 150" Bdy	1	\$1,993	\$ 1,993
31-01-5300	Bdy, Rosenbauer EXT, Pmpr/Tnkr , 160"	-1	\$10,291	\$ (10,291)
31-01-5324	Roll Up Drs, Outside Cmpt, HL/HR, 160" Bdy	-1	\$2,305	\$ (2,305)
32-05-6160	Ahd Rr Whls-34" Full Ht Compt-Roll Up Outside Compt	1	\$1,070	\$ 1,070
32-05-6260	Ahd Rr Whls-44" Full Ht Compt-Roll Up Outside Compt	-1	\$1,191	\$ (1,191)
32-06-6160	Ahd Rr Whls-34" Full Ht Compt-Roll Up Outside Compt	1	\$1,070	\$ 1,070
32-08-5200	Rr Center Compt - Full Height Roll Up/Non Trans	1	\$2,371	\$ 2,371
32-08-5210	Rr Center Compt - Full Height Roll Up/Trans	-1	\$2,067	\$ (2,067)
33-61-1300	Rr Step, Pmpr-Tnkr Bdy, Bolt-On, 12"	1	\$182	\$ 182
33-61-1330	Rr Step, Notched, EXT Bdy, Bolt-On, 12"	1	\$1,136	\$ 1,136
33-61-1620	Rr Step, EXT Bdy, Bolt-On, 18"	-1	\$1,069	\$ (1,069)
33-62-1300	Steps, Fldg, Rr Left Hand (3)	-1	\$228	\$ (228)
33-62-1400	Step, Fldg, Rr Right Hand	-1	\$89	\$ (89)
33-62-4120	Steps, Fldg, Rear, Left Hand (2)	1	\$213	\$ 213
33-62-4220	Steps, Fldg, Rear, Right Hand (2)	1	\$213	\$ 213
33-65-1300	Steps, Fldg, Frnt, Left Hand (3)	-1	\$260	\$ (260)
33-65-1600	Steps, Fldg, Frnt, Right Hand (3)	-1	\$228	\$ (228)
33-66-1100	Step, Fldg, Frnt, Left Hand	1	\$124	\$ 124
33-66-1160	Steps, Fldg, Frnt, Left Hand (4)	1	\$429	\$ 429
33-66-2100	Step, Fldg, Frnt, Right Hand	1	\$124	\$ 124
33-70-1200	Handrails, Rr Step, Vert, 30", Pair	1	\$132	\$ 132
33-70-1400	Handrails, Rr Step, Vert, 60", Pair	-1	\$176	\$ (176)
33-70-2200	Handrails, Pmpr, Below Hosebed, Horz, 60"	-1	\$118	\$ (118)
33-70-2300	Handrails, Pmpr, Below Hosebed, Horz, 72"	1	\$140	\$ 140
33-70-3100	Handrails, Pmpr, Top of Bdy Sides, Rr, 12", Pair	1	\$81	\$ 81
33-70-4200	Handrails, Pmpr, Side Pump Panel, Vert, 24", Pair	1	\$124	\$ 124
44-05-1100	Whl Well Panel, Alum T/P, Sngl Axle	-1	\$455	\$ (455)
44-05-1200	Whl Well Panel, Alum, Pntd, Sngl Axle	1	\$897	\$ 897
44-10-1600	Whl Well Cmpt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	-3	\$256	\$ (769)
44-10-2710	Whl Well Cmpt, Triple SCBA Tube, Pntd S/S Dr	2	\$1,005	\$ 2,011
44-10-6000	Whl Well Compt, SCBA Compt Straps	3	\$30	\$ 89
44-40-1020	Vents, Compts, Louvers (Ea)	2	\$46	\$ 92
45-02-4100	Shelf, Adjust, Alum 3/16", EXT	2	\$208	\$ 416
45-19-1300	Equipment Mounting Pnl, Rr Wall, PAC TRAC	2	\$624	\$ 1,247
50-15-7800	Battery Chrgr/Comp, KUSS, Pump Plus 1200 #091-187-12-R-B1	-1	\$1,621	\$ (1,621)
50-43-2100	Air Horn Cntrl, Driver, Sglt Ft Swtch	-1	\$199	\$ (199)
50-43-2200	Air Horn Cntrl, Officer, Sglt Ft Swtch	-1	\$199	\$ (199)
50-43-2500	Air Horn Cntrl, Dual Lanyard Pull Cord	1	\$213	\$ 213
51-15-3130	Fldlt, Whelen, Pioneer Plus PFP2, Dual Lt, Cab Brow Mt	2	\$1,546	\$ 3,091
51-20-3100	Fldlt, Mntg Lctn, Front Edge Of Cab Roof	2	\$113	\$ 227
51-20-4240	Lt Swtch , Remote Lctn, Special	1	\$278	\$ 278
52-02-1110	Back Up Camera, Install Chassis Supl'd, Mn	1	\$177	\$ 177
52-10-3200	Intercom System, FireCom 5100D Wireless (Single Radio)	1	\$1,471	\$ 1,471

52-10-3210	Headset, Wireless, Intercom w/Radio PTT, FireCom	2	\$869	\$ 1,738
52-10-3220	Headset, Wireless, Intercom ONLY, FireCom	3	\$869	\$ 2,607
52-10-3250	Base Station, Wireless, Single Channel	2	\$771	\$ 1,542
52-10-3260	Base Station, Wireless, Multi Channel	3	\$914	\$ 2,742
52-10-3290	Hanger Hook - Headset	5	\$15	\$ 77
53-03-0060	Whelen Rr DOT LED Ltng Pkg (4x6)	1	\$101	\$ 101
53-03-0065	Whelen Rr DOT LED Ltng Pkg M6	-1	\$101	\$ (101)
53-03-2600	Tail/Brake Lts, Whelen, LED, 4"x6"	1	\$289	\$ 289
53-03-2750	Tail/Brake Lts, Whelen, LED, M6	-1	\$289	\$ (289)
53-04-2600	Turn Signals, Whelen, LED, 4"x6"	1	\$232	\$ 232
53-04-2750	Turn Signals, Whelen, LED, M6	-1	\$259	\$ (259)
53-05-1700	Turn Signals, Mid Bdy, 1-1/4" x 4" Incan Marker Lt	-1	\$101	\$ (101)
53-05-1800	Turn Signals, Mid Bdy, LED Marker Lt	1	\$107	\$ 107
53-06-3500	Backup Lts, Whelen, LED, 4"x6"	1	\$235	\$ 235
53-06-3550	Backup Lts, Whelen, LED, M6	-1	\$359	\$ (359)
53-07-1200	Tail Lt Bezel, 4 Lts	1	\$233	\$ 233
53-07-1210	Tail Lt Bezel, 4 Lts, Whln M6	-1	\$406	\$ (406)
54-03-1210	Ground Lts, Pump Panel, LED, Pair, Truck-Lite Super 44	1	\$328	\$ 328
54-03-1400	Ground Lts, Mid Bdy, LED, Pair	-1	\$263	\$ (263)
54-03-1410	Ground Lts, Mid Bdy, LED, Pair, Truck-Lite Super 44	1	\$328	\$ 328
54-03-1600	Ground Lts, Rr Step, LED, Pair	-1	\$263	\$ (263)
54-03-1610	Ground Lts, Rr Step, LED, Pair, Truck-Lite Super 44	1	\$328	\$ 328
54-10-1400	Step Lt, Rr Tailboard, Incan, Ea	-2	\$55	\$ (110)
54-10-1450	Step Lt, Rr Tailboard, LED, Ea	2	\$81	\$ 163
54-15-1290	Scene Lt, Whelen, M9 LED	-6	\$525	\$ (3,148)
54-15-1520	Fldlt, Whelen, Pioneer PFA2, Dual Lt, Rcsc Mt, 15-Dgree	4	\$1,312	\$ 5,249
54-15-6100	Scene Lt Swtch , All Lts, Cab	-1	\$99	\$ (99)
54-15-6620	Scene Lt Actvtd, Rear Scene, Driver VISTA	1	\$263	\$ 263
54-15-6630	Scene Lt Actvtd, Rear Scene, Officer VISTA	1	\$263	\$ 263
54-15-6650	Scene Lt Swtch , Rr Scene Lts, Pump Panel	1	\$99	\$ 99
55-01-3280	Cmpt Lt, Wall, OSS Night Stik, 36" LED Tube Lt, (2) Ea Cmpt	-2	\$414	\$ (827)
55-01-3290	Cmpt Lt, Wall, OSS Night Stik, 54" LED Tube Lt, (2) Ea Cmpt	-5	\$585	\$ (2,926)
55-01-3370	Cmpt Lt, Wall, OSS Value Line, 27" LED Tube Lt, (2) Ea Cmpt	3	\$337	\$ 1,010
55-01-3390	Cmpt Lt, Wall, OSS Value Line, 54" LED Tube Lt, (2) Ea Cmpt	4	\$517	\$ 2,068
55-02-3300	Cmpt Lt, Ceiling, OSS Value Line, 9" LED Tube Lt, Ea	2	\$118	\$ 235
56-01-1600	Siren, Elect, Whelen 295SLSA1	-1	\$450	\$ (450)
56-01-1720	Siren, Elect, Whelen 295HFSA7	1	\$644	\$ 644
56-03-1100	Spkr Lctn, Bumper, Rcscd, Center	-1	\$78	\$ (78)
56-03-1400	Spkr Lctn, Bumper, Rcscd, One Ea Side	2	\$78	\$ 156
56-06-0400	Siren, F-S, Q2B, Mech, Bumper, Rcscd, Center	1	\$2,005	\$ 2,005
56-07-1200	Siren Brake, F-S, Q2B, Officer's Side	1	\$98	\$ 98
56-07-1300	Siren Cntrl, F-S, Q2B, Driver's Side Foot Swtch	1	\$164	\$ 164
57-02-1150	Lt Bar, Whelen, Ultra Freedom, #FN72QLED, LED, 72"	-1	\$2,075	\$ (2,075)
57-10-0100	Lightbar Cntrl, VISTA	1	\$334	\$ 334
57-10-0600	Lightbar Cntrl, with Master Warning Switch	-1	\$199	\$ (199)
58-01-1100	Bezels, Chrome, Wrn Lts (1 pair)	2	\$66	\$ 132
58-01-1200	Housing, Step, Wrn Lts (1 pair)	-1	\$103	\$ (103)
58-03-6300	Wrn Lts, Whelen, Uppr Wing, (2) M6 LED	-1	\$573	\$ (573)
58-03-6400	Wrn Lts, Whelen, Upper Wing, (2) #600 S-LED	1	\$493	\$ 493
58-03-7300	Wrn Lts, Whelen, Inbrd Hdlt Frnt, (2) M6 LED	-1	\$573	\$ (573)
58-03-7310	Wrn Lts, Whelen, Inbrd Hdlight Frnt, (2) #600 S-LED	1	\$493	\$ 493
58-03-8100	Wrn Lts, Whelen, Grille Frnt Inner Grille, (2) M7 LED	-1	\$573	\$ (573)
58-09-1520	Wrn Lts, Whelen, Intrcct (2) #600 S-LED	1	\$493	\$ 493

58-09-2000	Wrn Lts, Whelen, Intrsect (2) M6 LED	-1	\$573	\$ (573)
58-16-2000	Wrn Lts, Whelen, Low Mid-Chs, (2) 4x6 S LED	1	\$493	\$ 493
58-36-1120	Wrn Lts, Whelen, Low Rr Side (2) #500 SLED	1	\$468	\$ 468
58-36-2000	Wrn Lts, Whelen, Low Rr Side (2) M6 LED	-1	\$573	\$ (573)
58-74-5100	Stanchions, Rr Wrn Lt, Cast Alum	-1	\$235	\$ (235)
58-81-1520	Wrn Lts, Whelen, Low Rr (2) #600 S-LED	1	\$493	\$ 493
58-81-2000	Wrn Lts, Whelen, Low Rr (2) M6 LED	-1	\$573	\$ (573)
58-91-1700	Traffic Arrow Lt, Whelen, 46" LED, TAL85	1	\$948	\$ 948
60-05-9400	Cvr, Gnrtr, Alum T/P	1	\$505	\$ 505
60-20-1450	Gnrtr Mtg, Front of Hosebed	1	\$448	\$ 448
60-20-4100	Circuit Breaker Box, 6 to 8KW, 1 PH	1	\$858	\$ 858
60-90-1100	Green Star Idle Reduction Technology (IRT), EXT	1	\$1,036	\$ 1,036
60-90-2000	Auxiliary Diesel Power Unit (APU) 7.9KW	1	\$10,460	\$ 10,460
60-90-2120	Alternator, 160-Amp, Auxiliary Power Unit (APU)	1	\$1,719	\$ 1,719
60-90-3020	Custom Chassis Greenstar Air Conditioning	1	\$3,270	\$ 3,270
60-90-4000	Battery Charger, Newmar PT-40U	1	\$1,135	\$ 1,135
61-01-4200	Cable, Reel, Akron ERWC-10-28 Compact Reel	1	\$1,709	\$ 1,709
61-02-1750	Cable Reel Lctn, Left Side, Over Whl Cmpt, Upper	1	\$319	\$ 319
61-03-3500	Cable, Elec, 120V, 200' 10/3 Ylw	1	\$458	\$ 458
61-04-7200	Cable Rcptcl, 120V L5-20R, 3-Prong, Twst Lck	1	\$105	\$ 105
61-04-8200	Roller Assy, Cable Reel, 4-Way, SS Rollers	1	\$128	\$ 128
61-04-9100	Ball Stop, Cable, Orange	1	\$53	\$ 53
61-05-2020	Jct Box, Circle D, (4)120V 5-20R SB, L5-20P Pgtl, Ylw	1	\$754	\$ 754
61-05-4000	Jct Box, Holder, Brushed Alum	1	\$96	\$ 96
64-12-1300	Lt Tower, KL, Knight 450, (6)-500W, 3000W	1	\$11,277	\$ 11,277
64-20-1700	Lt Tower Mtg, Hrzntrl, Cab Roof	1	\$827	\$ 827
80-32-1250	Compt Finish, DA Sanded, Up to 8 Cmpts, EXT	1	\$2,913	\$ 2,913
80-44-1400	Undercoating, Bdy, Sngl Axle	1	\$249	\$ 249
80-50-1900	Lettering, 4" Scotchlite Reflect, 50 Letters	1	\$520	\$ 520
80-50-2000	Lettering, 4" Scotchlite Reflect, 75 Letters	-1	\$754	\$ (754)
80-65-1100	Dr Seals, Cstm Characters, POR	1	\$378	\$ 378
80-71-1300	Stripe, Triple Reflective, 1" x 4" x 1" Large "Z" Design	1	\$803	\$ 803
80-71-1600	Stripe, Triple Reflective, 1" x 6" x 1" Large "Z" Design	-1	\$903	\$ (903)
80-72-1100	Stripe, Reflective, Chevron Pattern Entire Rr	-1	\$1,448	\$ (1,448)
80-72-1110	Stripe, Refl, Diamond Grde, Chevron Pattern Entire Rr, EXT	1	\$1,451	\$ 1,451
80-73-1100	Reflective Pin Stripe	1	\$277	\$ 277
90-01-5900	Whl Chocks Pair Zico #SAC-44 Fldg w/ Mts	-1	\$530	\$ (530)
90-02-3520	Ladder Compt, Beside Tank, Right Rr Bdy, EXT	-1	\$2,299	\$ (2,299)
90-02-4120	Ladder Strge, In Hosebed, With Door, EXT	1	\$1,940	\$ 1,940
90-02-5340	Fldg Attic Ladder Mntg, In Ladder Storage, EXT	1	\$120	\$ 120
90-02-5350	Fldg Attic Ladder Mntg, On Hyd Rack-MN	-1	\$185	\$ (185)
90-03-1400	Ladder, Roof, Alco-Lite, 14' Alum PRL-14	1	\$415	\$ 415
90-03-3300	Ladder, Roof, Duo-Safety, 14' Alum 775-A	-1	\$414	\$ (414)
90-06-1500	Ladder, Ext, Alco-Lite, 24' Alum, 2 Sect PEL-24	1	\$723	\$ 723
90-06-4600	Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A	-1	\$724	\$ (724)
90-08-1500	Ladder, Attic, Alco-Lite, 10' Alum, Fldg FL-10	1	\$339	\$ 339
90-08-2600	Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A	-1	\$338	\$ (338)
90-16-2300	Pike Pole, 6' Fbgls, Round Hndl	-1	\$206	\$ (206)
90-16-2500	Pike Pole, 6' Fbgls, I-Beam Hndl	1	\$208	\$ 208
90-16-2700	Pike Pole, 8' Fbgls, I-Beam Hndl	1	\$215	\$ 215
90-16-2800	Pike Pole, 10' Fbgls, Round Hndl	-1	\$215	\$ (215)
90-35-1900	Emrgncy Road Kit - DOT Required	-1	\$113	\$ (113)

ROSENBAUER MOTORS CHASSIS OPTIONS				
03-09-0301	Seat Back Crew SCBA Bostrom SecureAll	-4	\$399	\$ (1,597)
03-00-0711	60" Cab Length 11" Roof	-1	\$29,822	\$ (29,822)
03-00-0761	70" Cab Length 11" Roof	1	\$34,409	\$ 34,409
03-05-0055	Light Tower Reinforcement Pad - Command Light	1	\$330	\$ 330
03-06-0010	Steps Aluminum Treadplate	1	\$944	\$ 944
03-06-1127	Power, Cab Door Locks (4) Entry Doors w/Drvr Ofcr Keyless Entry	1	\$1,375	\$ 1,375
03-06-1135	Interior 1-Piece Door Panel Type Aluminum	-1	\$506	\$ (506)
03-06-1140	Interior 1-Piece Door Panel Type Stainless Steel	1	\$758	\$ 758
03-06-1201	Door Panel Finish ARMA Gray	-1	\$248	\$ (248)
03-08-0200	Window Driver Crew Door w/Manual Regulator	-1	\$260	\$ (260)
03-08-0220	Window 50% Tint Driver Crew Door w/Manual Regulator	1	\$272	\$ 272
03-08-0240	Window Officer Crew Door Manual Regulator	-1	\$260	\$ (260)
03-08-0250	Window 50% Tint Officer Crew Door Manual Regulator	1	\$272	\$ 272
03-08-0300	Window Side Middle Driver Fixed 18" x 24"	-1	\$133	\$ (133)
03-08-0325	Window 50% Tint Side Middle Driver Sldg 18"W x 24"H	1	\$429	\$ 429
03-08-0350	Window Side Middle Officer Fixed 18" x 24"	-1	\$133	\$ (133)
03-08-0375	Window 50% Tint Side Middle Officer Sldg 18"W x 24"H	1	\$429	\$ 429
03-09-0122	Seat Back SCBA Bostrom SecureAll	-1	\$417	\$ (417)
03-09-0126	Seat Back SCBA IMMI Smart Dock	1	\$439	\$ 439
03-09-0183	Seat Driver Seats Inc 10-Way Electric ABTS	1	\$1,766	\$ 1,766
03-09-0185	Seat Driver Bostrom Sierra 4-Way Air ABTS	-1	\$1,302	\$ (1,302)
03-09-0212	Seat Mounting Driver Air Bostrom	-1	\$185	\$ (185)
03-09-0218	Seat Mounting Driver Electric Seats Inc	1	\$185	\$ 185
03-09-0230	Seat Officer Seats Inc Fixed ABTS	1	\$744	\$ 744
03-09-0239	Seat Officer Bostrom Tanker Fixed ABTS	-1	\$744	\$ (744)
03-09-0275	Seat Mounting Officer Fixed Bostrom	-1	\$177	\$ (177)
03-09-0281	Seat Mounting Officer Fixed Seats Inc	1	\$177	\$ 177
03-09-0305	Seat Back Crew SCBA IMMI Smart Dock	3	\$420	\$ 1,261
03-09-0350	Seat Crew Rear Facing Outer Seats Inc Fixed ABTS	2	\$744	\$ 1,487
03-09-0352	Seat Crew Rear Facing Outer Bostrom Tanker Fixed ABTS	-2	\$686	\$ (1,373)
03-09-0551	Seat Crew Forward Facing Center Seats Inc Flip-up	1	\$815	\$ 815
03-09-0552	Seat Crew Forward Facing Center Bostrom Tanker Fixed	-2	\$686	\$ (1,373)
03-09-0923	Seat Logo Fire Department	5	\$83	\$ 413
03-09-3100	Seat Box (60/54) Forward Facing (FFC Seats)	-1	\$517	\$ (517)
03-09-3122	Seat Box Center Forward Facing (Single Seat)	1	\$238	\$ 238
03-09-3215	Seat Box (60) Forward Facing Storage Access Door (2) Driver/Officer	-1	\$152	\$ (152)
04-01-1075	Interior Trim Color Gray, 60" - 11" Roof	-1	\$2,518	\$ (2,518)
04-01-1100	Interior Trim Color Gray, 70" - 11" Roof	1	\$3,056	\$ 3,056
04-02-1100	Interior Floor Covering Color Gray, 60"	-1	\$1,220	\$ (1,220)
04-02-1125	Interior Floor Covering Color Black, 70"	1	\$1,562	\$ 1,562
04-02-1700	Interior Trim Sun Visor Vinyl	-1	\$237	\$ (237)
04-02-1702	Interior Trim Sun Visor Tinted	1	\$165	\$ 165
04-03-1010	Cab Dash & Engine Tunnel ARMA Coating Gray	-1	\$152	\$ (152)
04-03-1200	Flat Mntg Plate - Rear Engine Tunnel Arma	1	\$208	\$ 208
04-04-1122	Switch Plate (7) Switches 12V DC	-1	\$337	\$ (337)
04-04-1146	Locking Accy Box	1	\$105	\$ 105
04-04-1151	Open Accy Box	-1	\$66	\$ (66)
04-05-0105	Interior Handle Front Door Grab Handles	-1	\$308	\$ (308)
04-05-0150	Interior Grab Handle Rear Door Chicago Style 34" Black Powder Coat	-1	\$179	\$ (179)
04-05-0182	Additional Grab Handles, "A" Pillar	1	\$138	\$ 138
04-05-2020	Additional Exterior Grab Handle 11" - Cab Face Center	1	\$97	\$ 97
04-09-0120	Cab Exterior Trim Lower Side Stainless 10" Wrap- 70" Cab, No Rear	1	\$903	\$ 903

04-09-0160	Cab Exterior Trim Stainless Steel Rear Corners, 11" Roof	1	\$894	\$ 894
04-10-0351	Mud Flaps Front	-1	\$89	\$ (89)
05-00-0021	Cab Tilt Limit Switch	1	\$112	\$ 112
05-00-0200	Cab Tilt System - Heavy Duty	-1	\$4,681	\$ (4,681)
05-00-0205	Cab Tilt System - Heavy Duty w/ Manual Back Up	1	\$5,079	\$ 5,079
05-00-7130	Ramco-Bus-Drv Dr Mt (CRM-1350PCHR)-Off Dr Mt (CRM-1350PC	-1	\$959	\$ (959)
05-01-5015	Cab Paint Exterior Two Tone	1	\$1,122	\$ 1,122
05-01-5034	Cab Paint Exterior Breakline Number 3	1	\$138	\$ 138
05-01-7000	Cab Paint Spray Out	2	\$55	\$ 110
06-00-1014	400HP Cummins ISL 9L	-1	\$34,959	\$ (34,959)
06-00-1016	450HP Cummins ISL 9L	1	\$36,057	\$ 36,057
06-07-5110	Plymovent Tailpipe Stop - Magnetic	1	\$540	\$ 540
07-04-0310	Fuel Tank 50 Gal/189 Liter, Dual Fill	1	\$1,822	\$ 1,822
07-04-0312	Fuel Tank 68 Gallon/257 Liter - Dual Fill	-1	\$2,033	\$ (2,033)
07-07-0141	(2) Front Tires 385/65R 22.5 Michelin XFE "L"	-1	\$2,016	\$ (2,016)
07-07-0143	(2) Front Tires 385/65R 22.5 Good Year G296 MSA J	1	\$1,577	\$ 1,577
07-07-0301	(4) Rear Tires 11R 22.5 Michelin XZE2 "H"	-1	\$3,576	\$ (3,576)
07-07-0306	(4) Rear Tires 11R 22.5 Goodyear G661 HSA "H"	1	\$2,771	\$ 2,771
07-07-0720	(2) Front Wheels Alcoa Polished 22.5 x 12.25 Aluminum	-1	\$1,123	\$ (1,123)
07-07-0723	(2) Front Wheels Alcoa Dura-Bright 22.5 x 12.25 Aluminum	1	\$1,304	\$ 1,304
07-07-0784	(4) Rear Wheels Alcoa Polished 22.5 x 8.25 Aluminum	-1	\$1,354	\$ (1,354)
07-07-0787	(4) Rear Wheels Alcoa Dura-Bright 22.5 x 8.25 Aluminum	1	\$1,946	\$ 1,946
07-08-0203	Front Brakes Meritor EX225 Disc 17"	1	\$1,166	\$ 1,166
07-08-0554	Moisture Ejectors with Cable	1	\$112	\$ 112
07-09-0010	Frame Single Channel 35" Frame Width	-1	\$6,334	\$ (6,334)
07-09-0012	Frame Double Channel 35" Frame Width	1	\$9,621	\$ 9,621
07-09-0045	Wheelbase Range 220" - 239"	1	\$385	\$ 385
07-13-0403	Tow Eyes 3" Painted Below - Forward	1	\$230	\$ 230
08-00-0721	Ground Lights LED Whelen 3SC0CDRCR	-1	\$215	\$ (215)
08-01-0034	2 Position Battery Master - Driver's Kick Plate	-1	\$127	\$ (127)
08-01-0050	Driver VISTA Display Weldon Vista IV	-1	\$1,399	\$ (1,399)
08-01-0053	Driver & Officer Weldon Vista IV with Touchscreen	1	\$3,202	\$ 3,202
08-01-0300	Power Door Lock Activation, Respective Door	1	\$224	\$ 224
08-01-0854	Power Door Lock Compartment Activated Driver & Officer Keypads v	1	\$715	\$ 715
08-02-0176	Assc Power Distribution Panel Bhnd Off Seat 10 Position 40A Batt Di	-1	\$344	\$ (344)
08-06-0160	Driver & Officer Side Cameras, Rear Camera; Driver Vista	1	\$809	\$ 809
08-09-0502	Operation & Part List Manuals (2) Sets, CD + Printed Manuals	1	\$385	\$ 385
08-09-0510	Engine Service Manual Cummins ISL/ISX (1) Set	-1	\$413	\$ (413)
08-09-0511	Engine Service Manual Cummins ISL/ISX (2) Sets	1	\$825	\$ 825
08-09-0520	Transmission Service Manual Allison 3000EVS / 4000EVS (1) Set	-1	\$193	\$ (193)
08-09-0521	Transmission Service Manual Allison 3000EVS /4000EVS (2) Sets	1	\$385	\$ 385
08-09-0531	As Built Wiring Diagrams (2) Sets	1	\$28	\$ 28
	TOTAL PUBLISHED OPTIONS			\$ 137,502

THE FOLLOWING UNPUBLISHED OPTIONS ARE INCLUDED IN THE PROPOSAL

Part No	Description	QUAN	MN PRICE	EXT. TOTAL
01-33-3710	In Process Photos	1	\$ 500	\$500
01-33-3812	Manuals, Body, Complete, Customized, EXT	1	\$ 770	\$770
10-04--2948	Grating, Bumper Cmpt, Turtle Tile, Full Width Compt	1	\$ 213	\$213
10-05--4324	Front Bumper, 4000, Max Force 12"H, T/P Apron, 24" Extension	1	\$ 1,786	\$1,786
10-05--9270	Tow Eyes 3" Painted Below - Rearward	1	\$ 275	\$275
10-19-2000S	Air Brake Compressor, GAST 12V 1	1	\$ 1,443	\$1,443
24-02-1410S	Elbow Adapter, 4"FNST x 4"MNST, LW Alum, Kochek	2	\$ 224	\$448
24-03-1700S	Cap, 4" Chrome, Rocker Lug, w/Chain, Kochek	2	\$ 154	\$308
24-62-1200	Valve Mfger, Akron, 8000, (2")	1	\$ 194	\$194
24-62-1250	Valve Mfger, Akron, 8000, (2-1/2")	2	\$ 243	\$486
24-62-1300	Valve Mfger, Akron, 8000, (3")	1	\$ 375	\$375
27-21-1500	Engine Monitor, Class 1, ENFO-IV, Pump Panel	1	\$ 633	\$633
30-01-3210	Side Body Height, EXT S/A Pumper/Tanker 85"	1	\$ 2,042	\$2,042
50-15-5400S	Battery Saver, Kussmaul 091-195-12	1	\$ 613	\$613
54-15-6320	Scene Light Activated, All Lts Driver VISTA	1	\$ 219	\$219
54-15-6330	Scene Light Activated, All Lts Officer VISTA	1	\$ 219	\$219
55-06-1100	Compartment Light, Door Switch	2	\$ 105	\$210
56-02-1652	Speaker Mount, Stainless Steel F-S Trim Ring ESFMT	1	\$ 134	\$134
57-02-1250S	Light Bar, Whelen, Ultra Freedom IV #F4N7QLED, LED 72" All Ligt	1	\$ 6,217	\$6,217
60-90-2001	Upgrade to 8KW Aux Diesel Power Generator over 7.9	1	\$ 1,924	\$1,924
60-90-2820	Remote Mount Oil Filter	1	\$ 615	\$615
80-72-2020S	Chevron, Reflective, Cab Door Interiors, Red/Lemon Yellow Dia. Gra	1	\$ 610	\$610
90-10-1300	Ladder, Little Giant, 9-15' Alum, Model 17 10102LG	1	\$ 631	\$631
	Lubbock County TX DOT Chassis Fee	1	\$ 422	\$422
03-09-0902	Seat Material Turnout Tuff - Upgrade on Seats 911 Inc.	5	\$ 44	\$220
04-03-1012	Cab Dash & Engine Tunnel Line-X Coating Gray	1	\$ 317	\$317
04-05-0110	Interior Handle Front Door Grab Handle - Orange Powder Coat	1	\$ 422	\$422
04-05-0151	Interior Grab Handle Rear Door Chicago style 34" Orange Powder Coa	1	\$ 280	\$280
04-10-0351	Mud Flaps Front, Anti-Sail Type	1	\$ 186	\$186
05-00-7180	Ramco-Bus-Drv Cwl Mt (6018PCHR)-Off Cwl Mt w/3" riser	1	\$ 1,475	\$1,475
06-03--2010	Fluid checks & Fills at Grille SIL	1	\$ 57	\$57
06-04--4010	Coolant Valve Shut off Valve w/connecton	1	\$ 147	\$147
07-08-0572	Air Supply Lines Nylon with Compression Fittings	1	\$ 1,100	\$1,100
08-00-0521	DRL & Wig Wag, Alternating Headlines	1	\$ 289	\$289
08-00-0721	Ground Lights LED Truck Lite, Super 44	1	\$ 573	\$573
08-01-0033	Cole Hersee Ignition Switch& Battery Master w/push button start	1	\$ 867	\$867
08-01-0750	Ground Lights Activation Pakr Brake & LR Turn Signal	1	\$ 1,166	\$1,166
08-02-0177S	Asse Poer Distribution Panel under Havis 10 Position 40A	1	\$ 419	\$419
08-02-0512	Aux power & Ground stud Drivr Behind the Driver Seat 40A master sv	2	\$ 203	\$406
	Loose Equipment to be Furnished by Daco Fire, Per Fire Dept List	1	\$ 93,788	\$93,788
	TOTAL AMOUNT OF UNPUBLISHED OPTIONS			\$122,999



DACO FIRE EQUIPMENT

Rosenbauer Fire Apparatus Proposal



CITY OF LUBBOCK FIRE DEPARTMENT

1250 GPM CUSTOM PUMPERS

Steve Davis

DACO FIRE EQUIPMENT

November 18, 2015



LOCATIONS

201 AVENUE R – LUBBOCK, TX 79415
 6000 HUDDLESTON ST. – FORT WORTH, TX 76137

ROSENBAUER FIRE APPARATUS PROPOSAL

DATE: November 18, 2015 – REVISED

This proposal has been prepared for:

**CITY OF LUBBOCK
 1515 E. URSULINE STREET
 LUBBOCK, TEXAS 79403**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by a representative of this Company in Fort Worth, Texas the following Rosenbauer built in accordance with the attached specifications:

MODEL AND DESCRIPTION

THREE (3) ROSENBAUER CUSTOM TOP MOUNT PUMPERS, 1250 GPM SINGLE STAGE HALE DSD PUMP, STAINLESS STEEL PLUMBING, BOOSTER REEL REAR COMPARTMENT, EXT ALUMINUM RESCUE STYLE BODY WITH ROBINSON ROLLUP DOORS, 500 GALLON POLY BOOSTER TANK, FOAMPRO SYSTEM WITH 30 GALLON A & B FOAM TANKS, ROSENBAUER GREEN STAR DIESEL POWERED GENERATOR WITH KL450 COMMAND LIGHT TOWER ON CAB ROOF, COMMANDER 4000 SERIES, 70” CAB WITH 11” RAISED ROOF, CUMMINS ISL-9 450 HP DIESEL ENGINE, 3000EVS ALLISON AUTOMATIC TRANSMISSION, 44,000# GVW, V-MUX ELECTRICAL SYSTEM

UNIT PRICE - \$ 659,262.00 EACH W Equipment

TOTAL COST THREE (3) PUMPERS \$ 1,977,786.00
CHASSIS PRE-PAYMENT DISCOUNT \$ - 27,468.00**
TOTAL BID PRICE WITH DISCOUNT \$ 1,950,318.00

Includes HGAC Administrative Fee.

**If the City elects to not make the chassis prepayment, the \$ 27,468.00 must be added to contract price.

DELIVERY –

Delivery will be made approximately 330-360 calendar days.

Terms of payment are **NET ON DELIVERY**, unless otherwise stated.

This proposal shall expire unless accepted within 60 days after the date first set above. This expiration date may be extended, in writing, at the discretion of the Company.

DACO FIRE EQUIPMENT, INC.

By: Steve Davis



1250 GPM CUSTOM PUMPER COMMANDER R711 CAB/CHASSIS

COMMANDER CHASSIS

The Rosenbauer Commander is a custom designed chassis exclusively for the fire service. The Commander Chassis is a full tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility, which will eliminate any potential split responsibility between apparatus body builder and chassis builder. The entire fire apparatus including the chassis shall be designed, tested, and manufactured specifically for fire service use and will be capable of meeting the stringent demands of fire service duty.

NFPA 2009 STANDARDS

This unit shall comply with the NFPA standards effective January 1, 2009.

Certification of slip resistance of all stepping, standing and walking surfaces shall be supplied with delivery of the apparatus.

A plate that is highly visible to the driver while seated shall be provided which states the overall height, length, and gross vehicle weight rating.

The manufacturer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company shall designate, in writing, which is qualified to witness and certify test results.

PAINT WARRANTY TEN YEAR

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of TEN (10) years beginning the day the vehicle is delivered to the purchaser.

The full apparatus chassis, manufactured and painted by Rosenbauer Motors, LLC, shall be covered for the following paint failures as outlined on the guarantee certificate:

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective PPG Fleet Finishes, which are covered by this guarantee.

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original purchaser.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

CAB STRUCTURE WARRANTY

The cab structure shall be warranted for a period of ten (10) years with the complete detail of the warranty outlined in a document provided upon request.

TRANSMISSION WARRANTY

The Allison EVS transmission shall be warranted for a period of five (5) years with the complete detail of the warranty outlined in a document provided upon request.

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever comes first, with the complete detail of the warranty outlined in a document provided upon request.

FRAME WARRANTY

The frame and cross members shall carry a lifetime warranty with the complete detail of the warranty outlined in a document provided upon request.

FRONT AND REAR AXLE WARRANTY

The front and rear axles shall be warranted by Meritor for two (2) years with unlimited miles under the general service application.

CAB AND CHASSIS WARRANTY

The cab and chassis shall carry a twenty-four (24) month warranty providing limited parts and labor from the date the complete apparatus is delivered to the end user. The complete detail of the warranty shall be outlined in a document provided upon request.

STATIC LOAD SEAT TEST INFORMATION

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

CAB TEST INFORMATION

The cab as built shall have successfully completed the pre-load side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests shall have been witnessed by and attested to by an independent third party. The test results shall have been recorded using cameras, high speed imagers, accelerometers and strain gauges.

Documentation of the testing shall be provided upon request.

CAB INTEGRITY CERTIFICATION

The manufacturer shall provide a cab crash test certification with this proposal including SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading for Heavy Trucks and SAE J2420 COE Frontal Strength Evaluation - Dynamic Load for Heavy Trucks.

CAB TEST INFORMATION

Roof Crush

The cab shall be subjected to a roof crush test of 120,000 pounds exceeding the requirements of ECE 29 criteria. The 120,000 requirement is important to ensure to most structurally sound and safe cab in the event of a crash or roll over.

Side Impact

The cab shall be subjected to dynamic moving barrier slammed into the side of the cab at 7.5 mph, striking with an impact of 15,157 foot pounds of energy. This test will closely represent the forces a cab would incur in a rollover incident.

Frontal Impact

The cab shall withstand a frontal force produced from a moving barrier slammed into the front of the cab traveling at 10.5 mph, striking with an impact of 42,587 foot pounds of energy.

The same cab shall withstand all tests without any measurable intrusion into the survival space of the occupant area.

OPERATION AND PARTS LIST MANUALS

Each cab and chassis shall include two (2) digital and one (1) printed copy of the operation manuals and parts listings. The manuals shall include information specific to the components included on the apparatus.

SHOP NOTES>>>Need two printed copies along with the 2 sets of CD's.

ENGINE AND TRANSMISSION MANUALS

Two (2) paper copies of the specific engine and transmission manuals shall accompany each cab and chassis.

SHOP NOTES>>>The Allison Mechanics Tip Manual shall be furnished, two copies.

ENGINE SERVICE MANUALS

Two (2) printed copies of the Cummins engine service manuals shall accompany the cab and chassis.

TRANSMISSION SERVICE MANUALS

Each cab and chassis shall include two (2) printed copies of the service manuals for the Allison brand transmission.

AS BUILT WIRING DIAGRAMS

Each cab and chassis shall include two (2) digital copies of the wiring schematics and component wiring. The wiring schematics shall be developed on a software program such as VeSys Design or equal that provides continuity in files and diagram. The software shall allow you to trace through the design schematics to identify cross referenced items such as in-line connectors and wires. The software shall be interactive which allows you to view one electrical assembly drawing, click on a wire routing and the program will take you to the related circuit assembly or termination point. The software shall also provide a searchable function allowing you to view multiple diagrams using readily available pdf viewers. The digital copy of the wiring schematics shall be compatible with hand held devices such as I-Pads.

ROAD SAFETY KIT

One (1) 2-1/2# ABC DOT Approved fire extinguisher shall be provided. The fire extinguisher shall be shipped loose with the chassis.

One (1) set of DOT approved hazard triangles shall be supplied with the chassis. They shall be stored in a plastic case and shipped loose with the chassis.

One (1) first aid kit

CAB CUSTOM STYLE

The cab shall be a custom, cab over engine style, with the driver and officer positions ahead of the engine and front axle. The cab shall be specifically designed and manufactured for the fire service industry.

The cab shall be designed and assembled by the apparatus manufacturer in a facility located on the manufacturer's premises. No Exceptions.

The cab shall be of a totally enclosed full tilt design, with the interior area completely open to improve visibility and verbal communication between the occupants. The cab shall be capable of tilting 45-degrees, allowing the chassis engine to be removed, if required, without tilting the cab beyond 45-degrees. No Exceptions.

The cab shall include a four (4)-point rubber isolated cab pivot and mounting system. The rear histic mounts shall be isolated from the chassis frame to reduce the transfer of road vibrations and frame torque into the cab, while providing superior handling characteristics. No solid mounted rear lock downs shall be acceptable. No Exceptions.

The front cab pivot assemblies shall be 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross member mechanically attached to the cab and frame. There shall be two (2) greaseable rubber isolated engineered bushings to reduce the transfer of road vibrations into the cab.

The cab shall be locked down by a two (2)-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The cab super-structure shall be designed with high strength 6061-T6 aluminum extrusions and 3/16" 5052-H32 aluminum plate. This shall include the "A", "B", "C" and "D" extruded pillars, triple wall front end reinforced by 3/16" thick x 2"x3" extrusion tubes, 3/16" side walls and rear wall. This shall offer superior occupant protection in the event of vehicle impact.

The extrusions shall provide adequate space for routing of wiring and hoses which will provide service accessibility. Routing of harnessing which requires pulling of wires through tubes will not be allowed. No Exceptions.

The "A" pillar shall be of a closed section, one-piece extrusion extending from the cab header to the bottom of the cab. This design shall ensure strength and superior resistance to buckling in the event of a frontal impact.

The cabs front corners shall be constructed of 5052-H32 stamped aluminum to provide a consistent material composition. The stamping process alleviates the high tendency of fractures through the fusing of dissimilar metal composition as appears with a casting process.

Cast cab components, including cab corners, "A" pillars and front fascia components shall not be acceptable due to the high tendency of fractures. No Exceptions.

Additional cab strength shall be obtained through closed section, dual extrusions in the construction of the "D" pillars.

The front facade shall be constructed with dual wall .19" thick 5052-H32 aluminum plates which make up the front bulkhead, reinforced by .19" thick 6061-T6 aluminum extrusion (box-sections), through-out the inner and outer perimeter of the front end / facade. The reinforcing third wall / barrier is .13" thick 5052-H32 work hardened aluminum facade panels. All panels shall be welded, no adhesive.

The cab side wall of the cab shall be 3/16" thick 5052-H32 aluminum plate. The cab side plate shall wrap the corner of the cab B pillar and slam post. The cab rear wall plates shall be reinforced with a minimum of two (2) 3/16 x 3" aluminum sections; the cab side reinforcements shall be a minimum of 28" apart and span from the cab B pillar and cab C pillar.

The rear wall of the cab shall be 3/16" thick 5052-H32 aluminum plate. The rear cab plate shall wrap the corner of the cab and attach to the cab D pillar and slam post. The cab rear wall plates shall be reinforced with four horizontal and dual vertical support sections; the dual vertical support structure shall consist of 1/8" thick x 2" 6061-T6 aluminum tubes and the horizontal hat sections shall consist of 1/8" thick x 4" 5052-H32 aluminum. The dual vertical support sections shall be 40" a-part, and the cab shall contain a minimum of four (4) 4" hat section horizontal supports.

Additionally, the rear edge of the floor shall include a 3/16" 6061-T6 aluminum tube extrusion (under the floor) and a 7" 5052-H32 aluminum cab floor support section (above the floor)

The outside cab width shall measure 99" across. The interior cab shall have a width of 93".

The cab length shall measure 77.3" from the center of the front axle to the front cab skin and 70" from center of the front axle to the back of the cab, for a total cab length of 147.3".

The cab shall also feature ample driver and officer foot room, a total of 3.7 square feet for the driver and 4.45 square feet of floor space at the officer's feet. (No exceptions)

The crew floor shall feature a complete flat floor design, including provisions for a one o'clock PTO inclusion, while still offering an uninterrupted 25 total square feet of space. The distance from the back of the tunnel to the interior wall shall be 56" measured at floor level and 62" at top of engine tunnel.

The leading edge of the cab floor from the steps shall meet NFPA 13-7.3 slip resistance requirements, by using bi-directional, knurled trim piece on both the front and rear cab doors. No Exceptions.

The cab shall incorporate a two-step design at each door, with a first step height of approximately 22" from the ground. The leading edge of the first step shall be 5" further outboard than the second step to provide a staircase design for safer egress.

The front cab first step shall measure a minimum of 32" wide x 9-1/2" deep. The front cab intermediate step shall measure a minimum 33" wide x 8-1/2" deep.

The crew cab first step shall measure a minimum of 26-1/2" wide x 9-1/2" deep. The crew cab intermediate step shall measure a minimum 28" wide x 9-1/2" deep.

The cab shall meet or exceed cab impact test (SAE J-2420, cab rollover test (SAE J2422), and cab seating requirements (FMVSS 210, and FMVSS 208).

The cab shall include 4 doors. They shall have a front two (2) cab doors shall have a minimum clear opening of 42.5" wide by 81" high measured from the top of the lower cab step to the top of the door opening.; and the rear two (2) crew doors shall be a minimum clear door opening of 38.5" wide by 91.5" high measured from the top of the lower cab step to the top of the door opening. The length of the door will vary depending on door type.

ROOF STYLE - 11" RAISED

The cab roof design shall incorporate an angled front roof, transitioning into a rolled extrusion for a swept back design.

The roof height shall feature an 11" raise starting over the driver and officer positions and continuing back to the roof and rear wall joint. Raised roof designs that do not include a raised portion over the driver and officer positions will not be acceptable. No Exceptions.

The roof of the cab shall feature dual .25" thick interlocked structural member extrusions running the entire width of the cab defending against buckling in the event of a rollover.

The cab header shall feature dual 6061-T6 aluminum extrusions which shall offer superior rigidity and strength.

The raised roof shall offer a crew head height area of 66-1/2" from the floor to the ceiling in the crew areas for optimum headroom.

The crew roof super structure shall include a reinforcement hat-section structure 1/8" thick 5052-H32 aluminum bracing. The for-aft support braces will be 24" on center apart, the side to side support braces will stretch from cab side to cab side and centered between the dual 3/16" extruded and plate reinforced roll-cage section.

The forward cab roof section shall include a combination of 1/8" 6061-T6 extruded tube reinforcements and a hat-section structure 1/8" thick 5052-H32 aluminum bracing. The bracing shall wrap the entire perimeter of the cab forward roof, and the condenser support structure.

The condenser support structure shall include 1/8" triple sections, supporting the outer perimeter and center of the condenser mounting pad.

Additionally, the entire roof super structure is reinforced by a .25" thick roof edge corner extrusion around the entire cab perimeter.

A drip rail shall be provided along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

LIGHT TOWER PROVISION

The cab roof shall include reinforcement for a light tower. The reinforcement shall consist of four (4) aluminum pads mounted to the exterior of the cab roof and additional internal cab roof structure. The entire reinforcement shall be integral with the roof for rigidity. The light tower shall be provided and installed by the body manufacturer.

CAB DOORS

The cab shall include a total of four (4) doors, two (2) forward and two (2) rear crew doors.

The forward cab doors shall be a minimum of 45" wide, and have a cab structure opening of 42.5" wide; and the rear crew doors shall be a minimum of 41" wide, and a cab structure opening of 38.5" wide to provide enhanced entry and egress of the cab.

All cab doors shall open a minimum of 85 degrees for the safety of personnel during entrance or egression from the cab.

Each cab door shall feature:

- Superior strength and rigidity from 3/16" closed section extruded door frames
- Insulation and damping inside each door for a solid feel and minimized reverberation when closed
- A minimum of 1" rolled rubber bulb seal style gasket and an "L" foam seal around the door ensuring a weather tight fit
- Integrated, mechanical door stop
- A full length, hidden piano style 10 gauge stainless steel door hinge with a 1/4" pin, which shall be mounted inside the panel of the door prohibiting dirt and debris from becoming trapped in the hinge
- An integrated one-piece inner door assembly that includes a glass track, mounting provisions for window regulator, door handle and door panel shall be utilized. The inner door assembly shall be easily removed with nut inserts. Self-tapping screws shall not be acceptable.

CAB STEPS

The cab steps shall meet NFPA 13-7.3 in size and slip resistance requirements.

The cab shall incorporate a two-step design at each door, with a first step height of approximately 22" from the ground. The leading edge of the first step shall be 5" further outboard than the second step to provide a staircase design for safer egress.

The front cab first step shall measure a minimum of 32" wide x 9-1/2" deep. The front cab intermediate step shall measure a minimum 33" wide x 8-1/2" deep.

The crew cab first step shall measure a minimum of 26-1/2" wide x 9-1/2" deep. The crew cab intermediate step shall measure a minimum 28" wide x 9-1/2" deep.

The top crew step shall incorporate an angle approximately midway from the rear wall to the crew door hinge extending out the flooring under the rear facing outer seat positions, offering foot placement for safety while seated in this position.

CAB STEP TRIM

The lower cab steps at all doors shall be finished with slotted aluminum tread plate. The intermediate cab steps shall be finished with an embossed aluminum tread plate.

FULL HEIGHT DOORS

All doors shall be full height from the roof of the cab extending down to cover and protect the entrance step areas.

DOOR FILL PANEL

The door fill panel shall have the same finish as the door.

DOOR HANDLES

The exterior door handles shall be constructed of die-cast steel and chrome plated for a pleasing appearance. They shall feature a vertically oriented heavy duty pull style handles which are extended out and suitable for easy grasping with a gloved hand.

The interior door handle shall be a chrome plated paddle style latch. The paddle shall be hinged towards the front of the cab and shall include a manual door lock unless otherwise specified.

Each door latch shall feature a military grade aligning dove tail guide striker assembly for precision door closure which prevents sagging throughout the life of the vehicle. No exceptions.

CAB DOOR LOCKS

All cab doors shall include power and manual door locks with keys. The door lock shall include a manual toggle and shall be an integral part of the interior door handle which is red in color. The exterior door lock is integral with the door latch. The cab doors may be unlocked from the exterior with a key or through a thumb turn from inside the cab.

POWER DOOR LOCK OPERATION

Each powered door lock shall be activated by a switch on the Driver and Officer interior front grab handle; which shall control all of the powered cab entry door locks.

POWER DOOR LOCK ACTIVATION

The power entry door locks shall include an electronic door lock system which shall include a switch on

the inside of each front cab door and two external keypads. The external key pads shall be located near the driver's side front door and near the officer's front door.

The power entry door locks shall include two key fobs for activation of the power door locks.

INTERIOR CAB DOORS

All cab doors shall consist of a one-piece formed and stamped brushed stainless steel interior panel. The panel shall include a formed collar around the interior door latch. ABS material shall not be acceptable. No Exceptions.

INTERIOR FRONT DOOR PULL

The interior driver and officer cab doors shall each include one (1) customized cast aluminum single piece door grab pulls designed specifically for the fire service.

The single piece door pull shall have a curved designed in an "L" formation to provide multiple points for grasping with a gloved hand. The horizontal dimension shall be a minimum of 28" and the vertical dimension shall be a minimum of 20". The door pulls shall have an ergonomic curve making them easier to grasp when entering and exiting the cab. No Exceptions.

The door pull shall feature secure mounting in three separate locations of the pull utilizing stainless steel fasteners with nut inserts in each location. Self-taping screws or other mounting techniques shall not be allowed for interior door pulls or grab handles.

Each handle shall be constructed of A356 aluminum casting and shall feature a orange powder coated finish.

INTERIOR GRAB HANDLE REAR DOOR

A yellow powder coated cast aluminum grab handle shall be provided on the inside of each rear crew door. The handle shall extend horizontally the width of the window just above the windowsill. The handle shall assist with entry and egress from the crew area of the vehicle.

The interior driver and officer rear cab crew doors shall include one (1) customized cast aluminum single piece door grab pulls designed specifically for the fire service.

The door pulls shall have an ergonomic curve making them easier to grasp when entering and exiting the cab. No Exceptions.

The door pull shall feature secure mounting with stainless steel fasteners with nut inserts in each location. Self-taping screws or other mounting techniques shall not be allowed for interior door pulls or grab handles.

Each handle shall be constructed of A356 aluminum casting and shall feature a orange powder coated finish.

SHOP NOTE>>>Grab handle to be inverted when mounting to offer the glass some protection.

GRAB HANDLES "A" PILLAR

There shall be two (2) additional molded 9.00” rubberized grab handle shall be installed inside the front cab doors. The handles shall be located one on the Driver’s side A Pillar and one on the officer's side on the A Pillar.

WINDSHIELD

A one (1)-piece, safety glass full width windshield with more than 3,228 square inches of clear viewing area will be provided. No Exceptions.

The windshield shall feature:

- A completely uninterrupted view from both the driver and officer positions
- The windshield will consist of three (3) layers; the outer layer, the middle safety laminate, and the inner layer. The .114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage.
- Economical replacement readily available from auto glass supplier
- Easily removable for replacement using standard automotive techniques
- A frit band will be provided along with an outer trim seal on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPER SYSTEM

A single windshield wiper system shall be incorporated in conformance with FMVSS and SAE requirements. Two (2) 22" windshield wiper arms shall be mounted below the windshield. Each arm shall include a 26" long wiper to provide optimum windshield clearing.

The windshield wiper fluid reservoir can be filled without raising the cab.

WINDSHIELD WIPER ACTIVATION

The windshield wipers shall be activated through a switch on the driver's panel, with intermittent control.

WINDOW -DRIVER'S DOOR

The driver's door shall include a window which measures a minimum of 25.5" wide x 21" high with a minimum clear viewing area of 694 square inches. The glass shall include a standard automotive tint and through the use of a manual crank style handle shall roll completely into the door housing.

The window shall be trimmed in a black anodized aluminum ring and rubber seal to keep water from entering the cab when closed.

WINDOW- OFFICER'S DOOR

The officer's door shall include a window which measures a minimum of 25.5" wide x 21" high with a minimum clear viewing area of 694 square inches. The glass shall include a standard automotive tint and through the use of a manual crank style handle shall roll completely into the door housing.

The window shall be trimmed in a black anodized aluminum ring and rubber seal to keep water from entering the cab when closed.

REAR DRIVER SIDE WINDOW

The rear driver's side door shall include a window which is 26.75" wide x 21.75" high with a minimum clear viewable area of 581 square inches. The glass shall include a 50% dark tint and through the use of a crank style handle shall roll completely into the door housing.

REAR OFFICER SIDE WINDOW

The rear officer's side crew door shall include a window measuring 26.75" wide x 21.75" high with a minimum clear viewable area of 581 square inches. The glass shall include a 50% dark tint and through the use of a crank style handle shall roll completely into the door housing.

DRIVER MIDDLE WINDOW

The cab shall include a sliding driver's side window glass which shall be located between the cab front and rear doors. The glass shall be 17.5" wide x 23.5" high and shall include a 50% dark tint and shall be trimmed in a black anodized rubber ring for a tight seal when closed.

OFFICER MIDDLE WINDOW

The cab shall include a sliding officer's side window glass which shall be located between the cab front and rear doors. The glass shall be 17.5" wide x 23.5" high and shall include a 50% dark tint and shall be trimmed in a black anodized rubber ring for a tight seal when closed.

CAB INSULATION

The cab shall be completely insulated from road and vehicle resonance, exterior sound and thermal intrusion.

The cab insulation system shall be comprised of three separate components each designed to assure optimal thermal and acoustic properties are achieved. Two layers of insulation material shall be utilized in conjunction with a .2" air barrier.

The cab shall utilize at a minimum 10 mils of flexible extensional visco elastic vibration damping insulation offering excellent acoustic reduction properties.

A minimum of .8" of SCbond Polyurethane Foam insulation shall be applied as an additional insulation between the cab skin and all interior ceiling surfaces. The insulation shall have a density of 10 lb/ft³ +/- .5 providing better thermal properties and acoustic reduction properties.

The interior cab insulation system shall ensure that no seated position within the cab exceeds 72dB as certified by the manufacture. This decibel rating shall be measured with the apparatus traveling 45 mph with climate control settings off.

All insulation used in the construction of the cab shall be marine grade featuring longevity and resistance to degradation.

Use of open cell material as the primary insulation will not be acceptable. No exceptions.

The interior of the cab including the rear wall and ceiling panels shall be insulated.

Use of open cell material as the primary insulation will not be acceptable. No exceptions.

ENGINE TUNNEL INSULATION

The engine tunnel shall include an insulated barrier from noise on the underside of each tunnel surface. This barrier shall be engineered for surrounding engines.

The insulation barrier shall provide an acceptable decibel level within the cab meeting or exceeding the recommendations of NFPA 1901.

The thickness of the engine tunnel insulation shall be 1" thick. The insulating material shall be open cell polyether based foam with a textured surface, specifically designed for acoustic absorption.

Use of aluminized faced material on the engine tunnel shall not be acceptable. No exceptions.

The engine tunnel insulation shall be precisely cut and sealed to fit each segment on the underside of the tunnel surface. The insulation shall then be affixed by a pressure sensitive adhesive.

The insulation shall meet or exceed FMVSS 302 flammability testing.

The insulation shall have a five (5) year warranty.

SHOP NOTES>>Insulation to have a five (5) year warranty.

CAB UNDERBODY INSULATION

The underside of the cab shall include at a minimum of 1" of a uni-seal Cab-Foam insulation offering reducing vibration noise and thermal effect to the interior of the cab.

DAMPING INSULATION

The entire cab, including the ceiling and walls shall include additional insulation reducing structure borne noise from vibration, impact and resonance within the cab.

INTERIOR TRIM MATERIAL

The interior trim shall feature a 31 oz. marine grade vinyl which features a tensile strength of ASTM D751 of excellent, tear strength meeting the Federal standard 191-5134 of excellent and shall be oil resistant passing the CID-A-A-2950A requirement for no permeation.

Due to the excellent qualities of the marine grade vinyl material, no other type of interior trim shall be acceptable. No Exceptions.

The soft trim vinyl shall feature mildew resistance passing ASTM G21-90 and shall be rated to -25 degrees Fahrenheit.

The vinyl shall be flame retardant meeting California Fire Code 117, UFAC Class 1, and BIFMA Class 1 and shall have a high resistance to abrasion.

The interior of the cab including the ceiling panels shall feature this soft trim and shall be gray in color.

REAR WALL INTERIOR MATERIAL

The rear wall of the cab shall be covered in gray 31 oz. marine grade vinyl for a more pleasing appearance.

FLOOR MAT

The interior flooring of the cab shall be covered with an advanced black multi-layer acoustic dampening mat. The floor matting shall be an open/closed cell, flexible polyurethane polyamide material with frictional dampening and dissipation properties. The mat shall be a fire and skid resistant non-wicking material.

SUN VISORS

The driver and officer seats shall feature a sun visor mounted in the header over each seating position. The sun visors shall be gray tinted plastic.

CAB DASH

The cab dash shall offer heavy duty, durable construction using resin transfer molding (RTM) technology formed composite material. The composite material shall be .28" thick for improved resistance and military type strength.

RTM is a low pressure, closed molding process which offers a dimensionally accurate and high quality surface finish composite molding, using liquid thermoset polymers reinforced with various forms of fiber reinforcements. The matrix selection of polymer and reinforcement dictates molding mechanical and surface finish performance.

ABS polymer construction shall not be acceptable. No Exceptions.

The cab dash shall offer a finish of a polyurethane coating for a rugged design and finish. No Exceptions. The polyurethane finish shall provide a tough, flexible, impact-absorbing, chemical & abrasion-resistant, even-textured and skid-resistant surface. The polyurethane finish shall offer durability and scratch resistance even against today's advanced firefighting turnout materials with consistent, even coverage and a uniform texture. The polyurethane coating finish shall resist fading from UV light.

This construction shall allow for a clean, seamless dash area that shall reduce unnecessary joining of cab dash components. This design allows for the following features:

- Optimal heating and cooling of cab occupants, HVAC louvers shall be integrated into the gauge panel with a total of six (6) louvers; three louvers pointing at the driver and three louvers pointing at the officer.
- The cab dash instrument cluster shall be installed on a painted fire service grade RTM composite fiberglass panel. This panel shall provide for easy removal to increase serviceability and provide ease of maintenance.
- For improved safety cab switches and controls shall be ergonomically located within easy reach of the driver when in the seated position with seatbelts fastened. This design will reduce driver distraction and increase safety by putting frequently accessed driver controls within easy reach to allow the driver more time to focus on the road.
- The officer side cab dash shall have a painted fire service grade RTM composite fiberglass panel that shall house the three HVAC louvers on the officer side. This panel will also provide

ergonomically located switches and controls for the officer. All controls shall be within easy reach while in the seated position with seatbelts fastened.

- Access panels on the top of the dash for both the driver and officer sides easing maintenance access to controls, components and gauge assemblies
- The driver side dash shall include gauges for primary air pressure, secondary air pressure, a Pacific Insight instrumentation gauge panel and the DEF gauge as standard
- The driver side dash shall also include two (2) lower panels to the left and right of the steering column for FMVSS switches such as the Off/Ignition and start switches and the park brake assembly
- The driver dash shall include a panel for inclusion of an optional Weldon Vista screen and six (6) additional switches or the HVAC controls and additional switching to the right of the Driver
- The officer dash shall include a recessed area for optional mounting cradles or brackets for a laptop computer, mobile data terminal, map compartment or clip board
- The officer dash shall include a panel for inclusion of an optional Weldon Vista screen and or provisions for switches and gauges to the left of the Officer

ENGINE TUNNEL

The engine tunnel shall be constructed of aluminum offering superior durability in addition to thermal and acoustic resistance. Covering the engine tunnel shall be a layer of formed composite material for a contoured transition into the dash and offering a pleasing appearance.

The tunnel shall feature a polyurethane coating which shall match the dash and header in texture and color for a consistent appearance and robust finish with a thickness of approximately .28".

The engine tunnel shall feature:

- A low profile design measuring approximately 46.5" wide and 23-1/2" in height from the crew floor shall offer optimum visibility of the windshield and cab interior from any seated position. No Exception.
- The engine tunnel at the driver's position shall be a tapered design, featuring 24" clear width at floor level, first taper shall start 16" from floor level and taper inward for a clear width of 25.5" and the final taper shall start at 20.5" from floor level and taper inward for a clear width of 33".
- The engine tunnel at the officer's position shall be a tapered design, featuring 22-1/2" clear width at floor level, first taper shall start 16" from floor level and taper inward for a clear width of 24" and the final taper shall start at 20.5" from floor level and taper inward for a clear width of 31-1/2".
- The design shall offer a minimum of 30" for the driver and 28-1/2" for the officer as measured from the inside door pan to the top edge of the tunnel. The dimension measured at the "H" (hip) point, with the seat in the lowest position, shall be a minimum of 28-1/2" for the driver and 27" for the officer. No Exception.
- Recessed sections for ease of mounting equipment at the rear of the tunnel or for compartments and bases which can be used for installing Fire/EMS equipment and components such as flashlights and light boxes

CAB DASH & ENGINE TUNNEL

The cab dash and the engine tunnel of the cab shall be coated with Line-X bed liner coating for a durable finish. The color shall be gray.

FLAT MOUNTING PLATE

There shall be a flat mounting plate attached to the rear of the engine tunnel which can be utilized for the mounting of equipment. The plate shall be covered in polyurethane coating to match the engine tunnel and dash.

MOBILE DATA TERMINAL PROVISION

The officer dash shall feature a mobile data terminal base which shall support a customer provided docking station for their laptop computer or a tablet and keyboard. This provision shall include a slide out which shall offer easy access and storing to the Officer.

SHOP NOTE>>>The mount to be the same as Job M10895-896 Lubbock Aerial Chassis.

OFFICER GLOVE COMPARTMENT

The officer side of the cab dash shall include a glove compartment with door and latch.

MODULAR CENTER DASH CONSOLE

The dash and front portion of the tunnel shall include an angled modular console centered between the driver and officer positions.

The console shall feature:

- A heavy duty housing constructed from 14 gauge steel which is powder coated with a durable semi-gloss textured black finish to provide glare and corrosion resistance
- The console top constructed of black anodized aluminum extruded rails which allow for mounting brackets, plates, and other console options
- Integral nut tracks which allow mounting of equipment to the sides of the console by way of sliding 1/4"-20 hex nuts
- A hinged lid constructed from 16 gauge steel also powder coated for corrosion resistance
- The availability of pre wiring for specific components
- A modular design for ease of changes and future additions such as changing out brands of radio, types of sirens or adding accessory space

The console shall offer an available eight (8) zones configured with mounting plates for optional components as shown below:

Havis Console - Custom Configuration

SHOP NOTES>>>Layout same as Job SD7433/M11317 Chassis.

MICROPHONE TABS

One (1) black mounting plate(s) containing mic tabs shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

SHOP NOTES>>>Ship Loose.

BLACK MOUNTING PLATE

One (1) black mounting plate(s) containing blank plates shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

BLACK MOUNTING PLATE FOR RADIO

One (1) black mounting plate(s) containing radio mounting shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

SHOP NOTES>>Harris M5300 fire department radio.

BLACK MOUNTING PLATE FOR POWER POINTS

One (1) black mounting plate(s) containing two (2) 12 volt power points shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

CONSOLE MOUNTED LOCKING ACCESSORY BOX

Two (2) black mounting plate(s) containing a locking accessory box shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

CONSOLE MOUNTED CUP HOLDER

Two (2) black mounting plate(s) containing two cup holders shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

CONSOLE MOUNTED TRAFFICE LIGHTBAR CONTROLLER

One (1) black mounting plate(s) containing a plate to mount the traffic advisor lightbar controller shall be provided and incorporated in the modular dash console.

The location(s) shall be as follows:

SHOP NOTES>>Whelen - TANF85

INSTRUMENTATION PANEL

The instrumentation panel inlay shall be painted job color.

SHOP NOTES>>To be PPG Red FDG 926236.

INTERIOR CAB FINISH

The interior cab shall be finished in a high performance polyurethane coating including the interior A, B, C and D pillars, all occupant seat frames and any surrounding surfaces extending to the ball seal around each door. This type of coating shall feature:

- Durability, scratch, chemical and abrasion resistance
- Consistent, even coverage and a uniform texture
- Resistance from fading from exposure to UV light
- Gray in color

CAB HEADER

The cab header shall offer heavy duty, durable construction using resin transfer molding (RTM) technology formed composite material. The composite material shall be .28" thick for improved resistance and military type strength.

RTM is a low pressure, closed molding process which offers a dimensionally accurate and high quality surface finish composite molding, using liquid thermoset polymers reinforced with various forms of fiber reinforcements. The matrix selection of polymer and reinforcement dictates molding mechanical and surface finish performance.

ABS polymer construction shall not be acceptable. No Exceptions.

The cab header shall offer a finish of a polyurethane coating for a rugged design and finish. No Exceptions.

The polyurethane finish shall provide a tough, flexible, impact-absorbing, chemical & abrasion-resistant, even-textured and skid-resistant surface. The polyurethane finish shall offer durability and scratch resistance even against today's advanced firefighting turnout materials with consistent, even coverage and a uniform texture. The polyurethane coating finish shall resist fading from UV light.

The cab header shall also be purpose built for integration of Fire/EMS components and ease of maintenance with panels above both the driver and officer positions measuring 8" wide x 15" long for mounting radios, aerial controls and switches.

HVAC HEATING AND COOLING SYSTEMS

The interior cab climate control shall be comprised of a triple system that shall include a defroster, a cab and crew heater and air conditioner for a complete HVAC system. The air conditioning system shall be comprised of compressor, condenser, and a minimum of three (3) evaporators to provide consistent temperature control throughout the entire cab.

The system shall be rated as an Emergency Vehicle grade for the use in Fire and Rescue style vehicles and shall provide environmental air treatment in accordance with published SAE standards.

The HVAC system shall be tested and certified by the component manufacturer and a third party independent certified testing laboratory, including all three systems. Documentation of test results shall be provided with the bid. No Exceptions.

The HVAC system shall be a total and complete system, and shall provide sufficient defrosting, heating and cooling to the entire cab. The HVAC system shall meet or exceed all specified items without the use of auxiliary heating and cooling systems.

DEFROSTING SYSTEM

The defrosting system shall feature:

- To provide maximum defrost and heating performance, a 30,000 BTU heater-defroster unit with 780 CFM of air flow will be provided inside the cab.
- The defroster unit will be strategically located under the center forward portion of the instrument panel. For easy access, a removable cover will be installed over the defroster unit.
- Mounting under the dash with fresh air intake providing excellent defrost and demist capabilities. Systems not utilizing fresh intake shall not be acceptable. No Exceptions.
- Six (6) vents shall be located in the top forward portion of the dash for superior defrosting properties across the entire windshield.
- The system shall be capable of clearing 90 percent or more of the windshield in fifteen (15) minutes or less after a three (3) hour cold soak at 0 degrees Fahrenheit (-17.78 degrees Celsius).
- The system shall exceed Flash Flogging standards that are set forth in the SAE Heavy Duty Cab with Sleeper specifications. Documentation from a third party testing facility shall be available upon request. No Exception.
- The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the one (1) piece windshield.

HEATING SYSTEM

The heating system shall feature:

- Delivery of a minimum of 82,000 BTU/hour of heat to the entire cab.
- Heat and air circulation shall be provided to the driver and officer foot area of the cab as standard through ducting in the foot well area of both positions. No Exception.
- Substantial air movement and heating provided to the driver and officer's position, with six (6) adjustable louvers, located in the dash, three (3) adjustable louvers directed at the driver and three (3) adjustable louvers directed at the officer
- Dual overhead units, with five (5) adjustable louvers shall be mounted above the rear facing seat positions on the driver and officer side of the cab
- A minimum of 880 CFM of air flow measured at the front seated positions and 1580 CFM of air flow per side in the rear seated positions for a combined total of 4040 CFM of air flow in the cab. No Exceptions.
- The heater shall be plumbed with a shut off valve at the engine, so that the coolant bypasses the heaters.
- The heater hoses used will be silicone high heat heater hose.

AIR CONDITIONING

The air conditioning system shall feature:

- A minimum of 96,000 BTU/hour of cooling capacity to the entire cab.

- One (1) evaporator shall be located under the center dash and Two (2) crew overhead evaporators located near the B-pillar on each side of the cab allowing for greater frontal visibility for the forward facing crew seating and allowing for more interior mounting of accessories.
- A gravity condensation drain system shall be utilized. These drains shall remove all condensation from the evaporator units and direct it to the exterior of the chassis cab for optimal performance. Systems utilizing pumps to remove condensation, or gravity systems with poles or other obstructions located within the cab to route drains through shall not be acceptable. No Exceptions.
- Substantial air movement for optimum cooling shall be provided to the driver and officer positions, with six (6) adjustable louvers, located in the dash, three (3) adjustable louvers shall be directed at the driver and three (3) adjustable louvers shall be directed at the officer
- The air condition system shall be capable of cooling the cab from 110 degrees Fahrenheit (43.33 degrees Celsius) to 70 degrees Fahrenheit (21.11 degrees Celsius) at 60% humidity in less than 30 minutes with an engine RPM of 1400; and cool the cab from 100 degrees Fahrenheit to 73 degrees Fahrenheit at 80% humidity, after a three (3) hour heat soak. A certification document from the testing facility shall be available upon request. No Exception.

Proposals offering ceiling mounted evaporator units in the center of the cab above or on the engine tunnel shall not be accepted as this is a safety consideration due to the lack of visibility and communication within the cab.

CAB PAINT AIR CONDITIONING CONDENSER

The air conditioning condenser shall be painted to match the roof color.

SHOP NOTES>>SAME COLOR AS ROOF

CONDENSER

The cab air conditioning system shall include one (1) low profile HE-condenser which shall be centered forward on the roof of the cab.

HEATING AND COOLING CONTROLS

The HVAC system shall be controlled through all available vistas, and the HVAC system for the crew area shall be controlled through a manual panel located in the crew area.

REAR CREW AREA CONTROLS –CENTERED OVERHEAD

The controls for the crew area heat shall be mounted overhead, centered between the rear facing seating position.

SEAT AND SEAT BELT COLOR

This seat in the cab shall be gray in color with a red seat belt.

DRIVER SEAT

The driver's seat shall be a 911 Seats BATTALION SERIES. The seat shall be designed with Fire Fighters' needs in mind; the Battalion Series encompasses Originality, Safety, Functionality, and Versatility.

Standard features of this 10way Non SCBA 3pt ABTS (all belts to seats) include 108 degree recline, and 2-way lumbar. Electronic adjustments include fore/aft, up/down, front/rear tilt.

The seat shall feature a 20" wide Battalion comfort cushion including Seats Incorporated exclusive EVC (elastomeric vibration control); easing tailbone pressure, enhancing comfort and reducing vibration by up to 50%. Also part of this system our D2 (dual density) foam combining a soft topper foam pad further enhancing comfort, and a high density bottom foam base to promote longevity.

Cushion is NFPA compliant with an occupancy sensor.

SEAT BACK

The seat back shall incorporate a standard style headrest.

SEAT MOUNTING DRIVER

The driver's electric seat shall be installed in an ergonomic position in relation to the cab dash.

The power seat or seats installed in the cab shall be wired directly to battery power.

SEAT MATERIAL

The seats shall include Turnout Tuff material; this urethane-coated denier nylon is water repellent to 75 PSI of water Pressure. Suitable for Heavy Duty applications, this cloth has a bursting strength of 300+ pounds per foot and surface abrasion of 1000+ cycles-Heavy Grit Wheel. Modeled after Turnout Gear, this material contains a rip-stop weave stopping unraveling if punctured standing up to hard working environments. Turnout Tuff is manufactured to meet flammability requirements including FMVSS 302, UFAC class 1, and California Fire Code Technical Bulletin No. 117 Section E.

SEAT BACK LOGO

The seat back shall include the Fire Department's logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

DRIVER SEAT BOX STORAGE COMPARTMENT

There shall be a storage area under the driver's seat. The compartment shall be 21.25 inches wide, 22.50 inches long, and 6.25 inches high. The access opening shall be 12.00 inches wide and 4.50 inches high.

ALUMINUM ACCESS DOOR

There shall be an aluminum door cover provided for the driver and officer seat compartment. The door shall be coated to match the interior of the cab, and it shall be equipped with a piano style hinge and a manual latch.

OFFICER SEAT

The officer seat shall be 911 Seats Incorporated BATTALION SERIES. The seats shall be designed with Fire Fighters' needs in mind; the Battalion Series encompasses Originality, Safety, Functionality, and Versatility.

The seat shall feature 3pt ABTS (all belts to seats).

The seat shall feature a 19” wide Battalion comfort cushion including Seats Incorporated exclusive EVC (elastomeric vibration control); easing tailbone pressure, enhancing comfort and reducing vibration by up to 50%. Also part of this system our D2 (dual density) foam combining a soft topper foam pad further enhancing comfort, and a high density bottom foam base to promote longevity.

Cushion is NFPA compliant with an occupancy sensor.

SEAT BACK SMARTDOCK SCBA BRACKET

The seat shall include a SmartDock Gen 2 hands free SCBA bracket that utilizes a locking mechanism that engages during deceleration. The bracket shall hold the cylinder in place while in transit and release using no straps, levers, buttons or switches. This bracket shall be NFPA 1901 compliant.

SEAT MATERIAL

The seats shall include Turnout Tuff material; this urethane-coated denier nylon is water repellent to 75 PSI of water Pressure. Suitable for Heavy Duty applications, this cloth has a bursting strength of 300+ pounds per foot and surface abrasion of 1000+ cycles-Heavy Grit Wheel. Modeled after Turnout Gear, this material contains a rip-stop weave stopping unraveling if punctured standing up to hard working environments. Turnout Tuff is manufactured to meet flammability requirements including FMVSS 302, UFAC class 1, and California Fire Code Technical Bulletin No. 117 Section E.

SEAT BACK LOGO

The seat back shall include the Fire Department's logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

OFFICER'S SEAT BOX STORAGE COMPARTMENT

There shall be a storage area under the officer's seat. The compartment shall be 19.75 inches wide, 17.50 inches long, and 6.25 inches high. The access opening shall be 9.00 inches wide and 4.50 inches high.

REAR FACING OUTER SEAT

Two (2) rear facing outer crew area seat(s) shall be 911 Seats Incorporated BATTALION SERIES fixed bottom seat(s). The seats shall be designed with Fire Fighters' needs in mind; the Battalion Series encompasses Originality, Safety, Functionality, and Versatility.

The seat shall feature 3pt ABTS (all belts to seats). The seat belt shall feature Ready Reach to ensure that the seat belt is easy to see and grab while in full turnout gear.

The seat(s) shall also feature a 19” wide Battalion comfort cushion including Seats Incorporated exclusive EVC (elastomeric vibration control); easing tailbone pressure, enhancing comfort and reducing vibration by up to 50%. Also part of this system our D2 (dual density) foam combining a soft topper foam pad further enhancing comfort, and a high density bottom foam base to promote longevity.

Cushion is NFPA compliant with an occupancy sensor.

SHOP NOTES>>>Belt Orientation- LH & RH to Door

SEAT BACK SMARTDOCK SCBA BRACKET

The seat shall include a SmartDock Gen 2 hands free SCBA bracket that utilizes a locking mechanism that engages during deceleration. The bracket shall hold the cylinder in place while in transit and release using no straps, levers, buttons or switches. This bracket shall be NFPA 1901 compliant.

REAR FACING OUTER SEAT MOUNTING

Each rear facing outer seat shall be mounted facing the rear of the cab.

SEAT MATERIAL

The seats shall include Turnout Tuff material; this urethane-coated denier nylon is water repellent to 75 PSI of water Pressure. Suitable for Heavy Duty applications, this cloth has a bursting strength of 300+ pounds per foot and surface abrasion of 1000+ cycles-Heavy Grit Wheel. Modeled after Turnout Gear, this material contains a rip-stop weave stopping unraveling if punctured standing up to hard working environments. Turnout Tuff is manufactured to meet flammability requirements including FMVSS 302, UFAC class 1, and California Fire Code Technical Bulletin No. 117 Section E.

SEAT BACK LOGO

The seat back shall include the Fire Department's logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

FORWARD FACING CENTER SEAT

One (1) forward facing center crew area seat(s) shall be 911 Seats Incorporated BATTALION SERIES. The seats shall be designed with Fire Fighters' needs in mind, the Battalion Series encompasses Originality, Safety, Functionality, and Versatility.

The seat shall feature 3pt ABTS (all belts to seats). The seat belt shall feature Ready Reach to ensure that the seat belt is easy to see and grab while in full turnout gear.

The seat(s) shall also feature a 19" wide Battalion comfort cushion including Seats Incorporated exclusive EVC (elastomeric vibration control); easing tailbone pressure, enhancing comfort and reducing vibration by up to 50%. Also part of this system our D2 (dual density) foam combining a soft topper foam pad further enhancing comfort, and a high density bottom foam base to promote longevity.

Cushion is NFPA compliant with an occupancy sensor.

SHOP NOTES>>>Belt Orientation- LH & RH to Door

SEAT BACK SMARTDOCK SCBA BRACKET

The seat shall include a SmartDock Gen 2 hands free SCBA bracket that utilizes a locking mechanism that engages during deceleration. The bracket shall hold the cylinder in place while in transit and release using no straps, levers, buttons or switches. This bracket shall be NFPA 1901 compliant.

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall be installed facing the front of the cab.

SEAT MATERIAL

The seats shall include Turnout Tuff material; this urethane-coated denier nylon is water repellent to 75 PSI of water Pressure. Suitable for Heavy Duty applications, this cloth has a bursting strength of 300+ pounds per foot and surface abrasion of 1000+ cycles-Heavy Grit Wheel. Modeled after Turnout Gear, this material contains a rip-stop weave stopping unraveling if punctured standing up to hard working environments. Turnout Tuff is manufactured to meet flammability requirements including FMVSS 302, UFAC class 1, and California Fire Code Technical Bulletin No. 117 Section E.

SEAT BACK LOGO

The seat back shall include the Fire Department's logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

SEAT FRAME FORWARD FACING ENCLOSED

The forward facing seat shall include an enclosed seat frame which is located and installed on the rear wall. Each seat frame shall be constructed of no less than 5052-H32 .1620" thick aluminum plate.

SEAT FRAME FORWARD FACING ACCESS

The seat frame shall include a cutout in the center of the wall facing the tunnel for access.

SEAT COMPARTMENT FINISH

The seat frame shall be finished in a high performance polyurethane coating. The color shall be gray.

EXTERIOR GRAB HANDLES

One (1) 18" anti-slip exterior assist handle shall be mounted behind each of the cab doors. The grab handle shall be constructed of aluminum and be 1.25" diameter with a knurled finish enabling non-slip assistance with a gloved hand and mounted on stanchions.

ADDITIONAL GRAB HANDLE

The cab face shall include a 1" aluminum grab handle mounted on stanchions which shall be mounted in the center of the cab face above the grille.

CAB FASCIA

The cab fascia shall offer a traditional, yet aggressive appearance, in its design and shall be constructed of work-hardened 5052-H32 aluminum. This design shall feature:

- A super structure which is fully welded to the cab, for a seamless and robust integration
- Thermoformed headlamp bezels, constructed of impact resistant, polycarbonate composite which is vacuum metalized to eliminate peeling and bubbling of a chrome type film or plating
- Traditional style headlight bezels with 4 x 6 high intensity headlights which shall add a classic look to the fascia while improving visibility
- The turn signal lights shall be located in the lower outboard portion of the head lamp bezel and a warning light in the lower inboard position

FRONT GRILLE

A prominent front grille shall punctuate the aggressive design of the cab with its outboard wing style warning light bezels and heavy framework. The front grille shall feature:

- Stamped steel construction for superior strength and durability
- Chrome plated for an aesthetically pleasing appearance
- Tiltable and/or removable mesh panel for fluid fill and fluid check access
- Two (2) 4" x 6" warning light locations in the upper wings
- Up to six (6) warning light locations along the mid bar for a variety of warning light combinations

LIGHT BEZEL

The front grille shall include wing light bezels. The bezels shall be constructed of a stainless material.

GRILLE LOGO

The front grille shall include a Rosenbauer logo.

FRONT GRILLE INLAY

The front grille shall include a honeycomb inlay of stainless steel, painted black, which shall provide air flow to through the grille and provide a sporty, muscular appearance to the front of the apparatus.

The horizontal bars shall be overlaid with polished stainless steel strips.

FLUID FILLS & CHECK

For ease of maintenance and access, the following fluid checks shall be located behind the tiltable and/or removable mesh panel:

- Engine Oil dipstick
- Engine Coolant Sight Glass
- Power Steering Fluid dipstick
- Windshield Washer Fluid

The following fluid fill shall be located behind the tiltable and/or removable mesh panel:

- Engine Oil for the ISL and ISX12 Engines only
- Power Steering
- Windshield Washer

Proposals including access to fluid checks through the tunnel or by raising the cab shall not be considered.

HEADLIGHTS

A quadruple headlight assembly shall be provided in the fascia to enhance the look. The lower two (2) bezels shall include head lamps while the upper bezels shall house a turn signal in the outboard position and a warning light in the inboard position.

SHOP NOTE>>>Headlights shall be in the lower portion and the upper portion shall house the turn signals and warning lights.

DAYTIME RUNNING LIGHTS

The daytime running light feature shall include the headlights on low beam and the marker lights shall be illuminated and a wig-wag or alternating feature.

HEADLIGHT FLASHER

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled "On Scene" when the park brake is applied.

HEADLIGHT FLASHER SWITCH

The alternating high beam headlamp switch shall be located in the VISTA screen.

FRONT TURN SIGNALS

Two (2) Whelen Series 600 LED square, front turn signal assemblies shall be included on the front fascia directly below the headlights, one each side of the cab grille. Each turn signal shall be mounted in an attractive façade style bezel which is an integral part of the fascia.

SIDE MARKER LIGHTS

Two (2) Weldon amber LED round, side marker light assemblies shall be mounted on the side of the cab ahead of the driver door, adjacent to the front head lamp bezel.

HEADLIGHT AND MARKER LIGHT ACTIVATION

The head light and marker lights shall be activated through the Weldon Vista screen.

FRONT MARKER LAMPS

The cab front shall include five (5) LED amber marker lamps above the windshield in accordance with the Department of Transportation requirements.

CAB FENDERS

The cab wheel wells shall include full width, 14 gauge 304 polished, stainless steel cab fenders to resist corrosion and enable easier cleaning maintenance. The inner liner, measuring 18" wide shall be constructed of plastic with an outer fenderette measuring 2.5" wide.

CAB EXTERIOR TRIM

A stainless steel trim band, 10" high, with upper and lower black trim moldings, shall be installed on the lower exterior sides of the cab and doors. The trim shall be installed so that the top edge is even with the top of the front bumper, and shall be affixed without holes and fasteners.

CAB EXTERIOR TRIM

The rear corners of the cab shall be trimmed in polished stainless steel to provide protection for painted surfaces and to enhance the appearance of the cab.

COMMANDER LOGO

A COMMANDER logo shall be installed on each side of the chassis cab.

FRONT MUD FLAPS

The cab and chassis shall be provided with rubber front mud flaps. anti spray type.

SHOP NOTES>>Anti-Spray mud flaps shall be furnished. Same as Job M11317.

CAB TILT SYSTEM

The cab shall be a full tilt style. A hydraulic cab lift system shall be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

The dual lift cylinders shall lift the cab 45 degrees from a horizontal plane facilitating easy engine maintenance. The chassis engine shall be able to be removed if required without tilting the cab beyond 45-degrees.

The center line of the chassis cab tilt shall be a minimum of 76" from the center line of the front axle, providing a 27" corridor between the cab and front tire for maximum work space and accessibility to fan, fan belt, fan drive, air compressor, power steering pump, alternator and air filter.

The tilt angle shall allow access to the engine and area under the cab without contacting any components mounted to the gravel shield.

The cylinder shall be a Trunion style for improved stability in the tilted position and shall have an integral accumulator so as to not interfere with the cab mounting system creating a smoother and quieter ride.

The cab shall include a four (4)-point rubber isolated cab pivot and mounting system. The rear histic mounts shall be isolated from the chassis frame to reduce the transfer of road vibrations and frame torque into the cab, while providing superior handling characteristics.

The front cab pivot assemblies shall be a 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross member mechanically attached to the cab and frame. There shall be two (2) greaseable rubber isolated engineered bushings to reduce the transfer of road vibrations into the cab.

The cab shall be locked down by a two (2)-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The cylinders shall include blocking valves (velocity fuses) which prevent motion when no control buttons are pushed. In the event of a hydraulic system failure, the valves shall retain the fluid in the cylinders.

A redundant mechanical stay arm shall automatically be engaged once the cab has been fully raised. Before lowering the cab, this device must be disengaged using the stay arm control located on the driver's side rear of the cab, providing the operator protection from high engine exhaust temperatures. The stay arm

shall be safety yellow for high visibility so that it is easy to see whether the arm is in place or not. No Exception

All mounting points shall be bolted directly to the frame rail.

The cab lift safety system shall be interlocked with the parking brake. The cab tilt mechanism shall be active only when the parking brake is set and the battery master switch is in the on position. If the parking brake is release, the cab tilt mechanism shall be disabled.

There shall be a manual pump incorporated in the event of a system failure to the cab tilt system.

A warning light shall illuminate in the cab instrument panel to indicate whenever the cab is not fully latched in the locked down position, and the parking break is release.

SHOP NOTE>>For the cat to tilt when the engine is running, the PARK BRAKE has to be set.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be included with the cab tilt system. The switch shall effectively limit cab's travel to 35 degrees when being tilted.

There shall be a safety bar to hold the cab at 35 degrees for additional safety.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

REARVIEW MIRRORS

Ramco Model 6000 Series die cast aluminum bus style mirrors shall be provided. The mirror heads shall be polished aluminum and shall measure 9.75" wide x 13" high. The mirrors shall be mounted one (1) on each front cab corner radius below the windshield with 18" long polished cast aluminum arms. The upper flat glass shall be 7.75" tall x 8.75" wide and the convex glass shall be 4.25" tall x 9.06" wide. Full face glass shall be 12.25" tall x 9" wide.

The mirrors shall feature a lower remote controlled convex glass with an upper heated remote controlled flat glass. The mirror control switches shall be located within easy reach of the driver. The mirrors shall be manufactured using the finest quality non-glare glass and shall feature a rigid mounting thereby reducing vibration. The mirrors shall be corrosion free under all weather conditions.

SHOP NOTES>>3" riser to be furnished between the mirror head and 18" arm

REARVIEW MIRROR REMOTE ACTIVATION

The driver's panel shall include activation for the rearview mirrors remote function. The driver panel shall also include a switch activating the mirrors to be heated.

CAB TWO TONE PAINT

The cab surface shall be thoroughly washed with grease cutting solvent (PPG DX330) prior to any sanding. The cab surface shall then be sanded and minor imperfections filled and sanded. The prepared surface shall then be washed again with (PPG DX330) to remove any contaminants from all surfaces to be painted.

The first coating to be applied shall be a pre-treat self-etching primer (.5 to 1.0 dry film build) for maximum adhesion to the body material. The next two to four coats shall be a polyurethane primer resurfacing agent (PPG K36). The film build shall be 4-6 mils when dry. The primer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure a maximum gloss finish. The last step shall be an application of at least three coats of PPG FDG polyurethane two-component color (single stage). The film build shall be 2-3 mils when dry. The single stage polyurethane shall provide a UV barrier to prevent fading and chalking.

The cab shall then be painted with the specific colors designated by the customer with a minimum thickness of 2.00 mils of finished paint, followed by a clear top coat not to exceed 2.00 mils.

CAB PAINT UPPER

The upper cab color shall be PPG WHITE color and FDG 926235 number.

CAB PAINT LOWER

The lower or primary cab color shall be PPG RED color and FDG 916236 number.

Cab Paint Exterior Breakline - Paint Break D

SHOP NOTES>>6" below the windshield.

CAB UNDERCOAT

The cab shall have an undercoat applied prior to the cab being set on the running gear. The under coat shall be a waterborne, one-component, air dry undercoat formulated to prevent chipping, cracking and marring of painted or unpainted surfaces after exposure to high impact sand, gravel or other abrasive materials. It shall also have high corrosion resistance.

PAINT SPRAY OUT

The customer shall be supplied with a paint spray out for customer approval prior to the cab being painted.

FRONT AXLE

A Meritor MFS Easy Steer non-drive axle shall be incorporated as the front axle for the chassis. The axle shall feature:

- A capacity of 20,000 pounds
- A 3.74" drop and a 71" king pin intersection (KPI)
- A conventional style hub with a standard knuckle

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear

inspection windows in the front axle hubs.

FRONT SUSPENSION

The front suspension shall include a Hendrickson leaf spring suspension. The suspension shall feature:

- Capacity rating of 20,000 pounds
- 9 Leafs
- A Grease fitting
- Double wrapped front eye

FRONT SHOCK ABSORBERS

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the front suspension system. The shocks shall be a monotubular design and fabricated using a special extrusion method, utilizing a single blank of steel without a welded seam, achieving an extremely tight peak-to-valley tolerance and maintains consistent wall thickness. The monotubular design shall provide superior strength while maximizing heat dissipation and shock life.

The ride afforded through the use of a gas shock is more consistent and shall not deteriorate with heat, the same way a conventional oil filled hydraulic shock would.

The Bilstein front shocks shall include a digressive working piston assembly allowing independent tuning of the compression and rebound damping forces to provide optimum ride and comfort without compromise. The working piston design shall feature fewer parts than most conventional twin tube and “road sensing” shock designs and shall contribute to the durability and long life of the Bilstein shock absorbers.

Proposals offering the use of conventional twin tube or “road sensing” designed shocks shall not be considered.

POWER STEERING GEAR WITH ASSIST

The power steering gear shall be a TRW model TAS 85 and shall include the following:

- A balanced, hydraulic, positive displacement, sliding vane power steering pump which is gear driven from the engine
- One-piece, 2" diameter drag link for maintaining consistent wheel alignment resulting in less maintenance.
- The steering gear shall be mounted on a plane that is at a 9-degree angle in relationship to the center plane of the chassis. This mounting technique is designed to reduce the operating angle of input steering shafts. A more direct, responsive, and smoother handling vehicle will result from these unique design characteristics.

A certified torque and geometry study by TRW shall be available upon request.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

Alignment documentation shall be delivered with chassis.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 46 degrees to the left and right.

The manufacturer shall provide third party verification of cramp angle upon request from the fire department.

FRONT TIRES

The front tires shall be Good Year 38565R 22.5 G296 MSA “J” tubeless radial.

The front tires shall feature:

- A stamped load capacity of 18,740 pounds per axle with a speed capacity of 65 miles per hour when properly inflated to 120 pounds per square inch
- Deep 23/32” tread helps put more wearable rubber on the road for enhanced mileage.
- Severe service compound helps resist cuts, chips and tears and offers enhanced mileage.
- Deep, wide circumferential grooves with more than 500 biting edges help promote all-season traction on wet, snowy and dry roads.
- Optimized tread design helps reduce road noise for a quiet ride.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.5" x 12.25" polished aluminum wheels. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts. The wheels shall feature one-piece forged strength and shall include Alcoa’s Dura-Bright® finish with XBR technology as an integral part of the wheel surface. Alcoa Dura-Bright® wheels keep their shine without polishing. Brake dust, grime and road debris are easily removed by simply cleaning the wheels with soap and water.

FRONT BRAKES

The front brakes shall be Meritor EX225 Disc Plus disc brakes with 17" vented rotors. The disc brakes shall be provided with visual wear indicators.

The front brakes shall include brake chambers supplied by Meritor and shall be approved per application.

STEERING COLUMN AND WHEEL

The cab shall include a Douglas Autotech steering column. The steering column shall feature an 18”, four (4) spoke steering wheel located at the driver’s position; a seven (7) position tilt and 2.25” telescopic adjustment. The steering wheel shall be provided with a black vinyl cover with foam padding and a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch. The steering column shall also incorporate a steering angle sensor.

The chassis shall include dual electric 12-volt horn with a minimum 110 decibels.

REAR AXLE

A Meritor RS-24-160 driving axle shall be incorporated as the rear axle for the chassis. The axle shall feature:

- Rated capacity of 24,000 pounds
- Heavy duty Hypoid gearing for longer life, increased strength and quieter operation
- Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage
- Rigid differential case for high axle strength and reduced maintenance
- Rugged Dependability
- Rectangular shaped, hot formed housing with a standard wall thickness of .50” at spring seat for extra strength and rigidity

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

REAR SUSPENSION

The single rear axle shall feature a Reyco 79KB vari-rate, self-leveling captive slipper type conventional multi-leaf spring suspension, with 57.50 inch X 3.00 inch springs. One (1) adjustable and one (1) fixed torque rod shall be provided.

The rear suspension capacity shall be rated at 24,000 pounds based on the capacity of the brakes and rear tires.

REAR BRAKES

The rear brakes shall be Meritor 16.50 inch X 7.00 inch S-cam drum type.

The rear brakes shall include brake chambers supplied by Meritor and shall be approved per application.

REAR BRAKE DUST SHIELDS

The rear brakes shall be equipped with brake dust shields.

REAR BRAKE SLACK ADJUSTERS

The rear brakes shall include Meritor automatic slack adjusters installed on the axle which features a simple, durable design offering reduced weight. The automatic slack adjusters shall feature a manual adjusting nut which cannot inadvertently be backed off and threaded grease fittings for easy serviceability.

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

REAR TIRES

The rear tires shall be Goodyear 11R 22.5 16PR “H” tubeless radial G661 HSA mixed service tread.

The rear tires shall feature:

- A stamped load capacity of 24,020 pounds per axle with a speed capacity of 75 miles per hour when properly inflated to 120 pounds per square inch

REAR WHEEL

The rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with a polished outer surface and Alcoa Dura-Bright® wheel treatment with XBR® technology as an integral part of the wheel. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

VALVE STEM EXTENSION - SINGLE AXLE

The rear inner tire shall come equipped with a wire braided stainless steel valve stem extension, which will allow for easy checking and inflation of the tires.

VEHICLE TOP SPEED

The top speed of the vehicle shall be programmed at approximately 68 MPH +/-2 MPH at governed engine RPM.

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include a two (2) air tank, three (3) reservoir system with a minimum of 4152 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. The system shall include an anti-compounding feature. All air reservoirs provided on the chassis shall be labeled for identification.

The rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A four (4) sensor, four (4) modulator anti-lock braking system (ABS) shall be installed on the front and rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the single rear axle. The ATC system shall apply the ABS when the drive wheels loose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle's motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle's lateral acceleration. The Controller Area Network (CAN) bus provides information

on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

The Meritor Wabco ABS and ESC system shall come with a three (3) year/300,000 mile parts and labor warranty.

AIR TANK BRACKETS

The air tank(s) shall be mounted to the frame rail with brackets that are hot dipped galvanized thereby creating a barrier and cathodic protection from corrosion, and eliminating the requirement for finish paint and the subsequent requirements for touch up paint and/or total repaint after a period of time due to nicks, chips and corrosion. Powder coated or painted air tank brackets shall not be accepted. No exception.

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

Park brake system shall include an anti-compounding feature.

AIR SUPPLY LINES

A dual air system plumbed with color coded reinforced nylon tubing air lines shall be installed on the chassis. The primary (rear) brake line shall be green, the secondary (front) brake line orange, the parking brake line yellow and the auxiliary (outlet) will be black; in accordance with SAE standards. No Exception. Compression type fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted on the driver's side dash to the right of the steering column within easy reach of the driver.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 Plus air dryer with an integral 100 watt heater with a Metri-Pack sealed connector. The system shall have an integrated purge volume and integrated governor.

The system shall have the following features:

- Premium desiccant provides greater water adsorption
- Replaceable spin on cartridge for simple maintenance
- Compact light weight design
- Pressure relief safety valve
- Turbo cut-off valve for boosted compressor applications
- Service components are external for easy replacement
- Common service components proven for reliability and quality

- Integrated with the air governor.

MOISTURE EJECTORS

Manual cable actuated drain valves shall be installed on all reservoirs of the air supply system. The actuation pull cables shall be coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

AIR HORN RESERVOIR

One (1) air tank, with a 1200 cubic inch reservoir, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

FRAME

The chassis frame shall consist of two (2) “C” style parallel rails, constructed of high strength low alloy and shall feature the following:

- A Stenx **MODEL 110XF** 10.19” high by 3.63” deep cold rolled steel frame or equivalent.
- .38” thick flange
- Inner channel measuring 9.31" high x 3.25" deep x .25" thick
- The 10.19” frame height shall be maintained throughout the entire length of the frame to allow for maximum storage capacity for the entire apparatus.
- If frame rails that are larger than those specified are to be utilized, the maximum height of each frame rail shall not exceed 10.25” at any point on the frame rail. This will ensure the lowest possible vehicle center of gravity allowing maximum stability as well as providing the lowest body height possible.
- Frame rail shall have a consistent frame web throughout the entire length.
- The entire frame rail design shall be manufactured in the United States of America and readily available on the aftermarket.
- Grade 8 Structural fasteners, Huck bolts shall not be acceptable. No Exception.
- The hardware used for the chassis shall be are to be corrosion resistant. The process shall be dip-spin-bake coated with two coats of zinc/aluminum metal flake coating in an inorganic binder. Coating one is to be zinc flake and coating two is to be aluminum flake. The zinc flakes sacrificially corrode to protect the base metal. The aluminum flakes prolong the life of the zinc. Salt fog test life, based on ASTM B117 on unassembled fasteners, is 1000 hours to red rust. The same test on assembled fasteners is 750 hours to red rust. The two step coating is RoHS compliant as it eliminates the hexavalent chromium used in the passivation of electroplated zinc coatings to create yellow zinc(zinc dichromate). The elimination of the zinc plating also greatly reduces the likelihood that hydrogen embrittlement will occur. Hydrogen embrittlement is a side effect of electroplating that reduces toughness and can lead to fracture. No Exception
- Manufacturer's lifetime warranty

The frame ratings shall be as follows:

- 110,000 PSI minimum yield strength high strength low alloy steel
- Minimum Resisting Bending Moment (RBM) of 2,810,000 inch pounds per rail

To avoid frame cracking and failure over time, the top flange of the frame adjacent to the engine installation shall have a tapered design. Notches for engine components shall not be accepted due to fatigue and the potential for cracking. No Exceptions

UNDER FRAME REINFORCEMENT

An under slung frame reinforcement shall be installed below the frame rails in the transmission area to increase the vertical rigidity of the frame.

The under frame reinforcement provides:

- Enhanced handling
- Improved ride quality
- Increase resistance to frame and cross member fatigue
- Enhanced vehicle stability providing improved safety to occupants

CROSS MEMBERS

There shall be a minimum of seven (7) steel plate cross members installed on the apparatus.

- 50,000 psi minimum yield strength steel plate cross members
- Manufacturer's lifetime warranty to match frame warranty. No Exceptions.
- Installed with one-piece cross member gusset to maximize vertical strength and minimize cross member flex
- Crossmembers can be inverted when required to allow for PTO drive line installation without the need for notching or modifying the cross members in anyway. No Exceptions.

FRONT FRAME EXTENSION

A single piece 80,000 PSI steel extension shall be installed on the front of the frame rails.

- Reduces frame flex which translates into improved vehicle handling and ride quality
- Designs using multiple piece, bolted together extensions will not be acceptable since they are prone to more flexing, possible frame failure and cab cracking
- Allows radiator to be removed through the bottom of the frame extension without tilting the chassis cab
- Minimizes damage to the chassis cab in the event of frontal impact accident
- Maintains structural integrity of the chassis frame rails while attaching bumper extensions of varying lengths
- Splayed or notched frame rails and/or extensions shall not be accepted
- Provides foundational strength and stability of the cab tilt system which provides superior access to engine and cooling components

WHEELBASE

The chassis wheelbase shall be approximately 209.00” inches.

FRAME FINISH

The frame shall be powder coated to resist weather, dirt and other corrosive material.

ENGINE

A Cummins ISL 9.0 liter, four-cycle diesel fueled, turbo charged engine shall feature the following:

- One of the highest power to weight ratios in its class
- Heavy-duty replaceable wet liners, roller followers, by-pass oil filtration with replaceable spin on cartridge and targeted piston cooling for longer service in tough work environments
- Improved cooled EGR system
- 543 Cubic inches of displacement
- High pressure common rail fuel system producing a precise quantity of fuel at ultra high pressures
- Fully integrated, robust electronic engine controls
- Electric fuel lift pump. No Exceptions.

The engine shall be coupled with a Holset VGT™ (Variable Geometry Turbocharger).

The engine shall be filled with Citgo brand Citgard 500 (or equivalent) SAE 15W40 CJ4 low ash engine oil for proper engine lubrication.

The engine shall be EPA certified to meet the 2013 emissions standards without compromising performance, reliability or durability using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an original equipment manufacturer installed oil drain plug.

The engine shall include programming which will govern the top speed of the vehicle.

ENGINE PLACEMENT

The engine shall be a maximum of 36" from the center line of the front axle to the front face of the engine block. The engine valve cover shall be a maximum of 23" from the top of the frame.

The engine placement shall provide optimal weight distribution to the front axle to enhance vehicle handling. More weight out in front of the front axle can cause a “fulcrum effect” and cause unsafe “bump steer” conditions.

The engine shall be mounted in a position that provides for the lowest possible height of the interior engine tunnel. An engine tunnel height from the floor of the chassis cab shall be no more than 21” high inside the cab.

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be integrated in the air dryer assembly.

HORSEPOWER

The engine shall have 450 horsepower at 2100 RPM, with a governed speed of 2200 RPM.

The engine shall have 1250 foot pounds of torque at 1400 RPM.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, one (1) piece nine (9) blade Horton clutched type fan drive, and shroud.

When the clutched fan is disengaged it shall facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail safe so that if the clutch drive fails, the fan shall engage to prevent engine overheating due to the fan clutch failure.

The clutch fan shall automatically engage in pump mode (when applicable).

AUXILIARY ENGINE BRAKE

A Cummins engine compression brake, for the six (6) cylinder engine, shall be provided. The engine compression brake shall:

- Activate upon 0% accelerator when in operation mode and activate the vehicle's brake lights.

TRANSMISSION PRE-SELECT

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed. The transmission shall assist the secondary braking system, thereby slowing the vehicle.

AUXILIARY ENGINE BRAKE CONTROL

An auxiliary engine brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/medium/high virtual switch on the Weldon Vista display. The multiplex system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

ENGINE PROGRAMMING HIGH IDLE SPEED

The Engine high idle will be set at 1250 RPM. The high idle will be operational only when the parking brake is set and the truck transmission is in neutral.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control. The high idle shall be pre-set so when activated, it will operate the engine at the appropriate RPM to increase alternator output and optimize output of the HVAC system.

This device shall operate only when the master switch is activated and the transmission is in neutral with the parking brake set. The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually through an virtual switch in the Vista, or automatically re-engage when the brake is set, or when the transmission is placed in neutral. A light on the Vista screen shall indicate the high idle speed control.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator air intake filter which shall be located behind the fascia.

The filter shall protect the downstream air filter from embers using a combination of unique flat and crimped metal screens constructed into a corrosion resistant steel frame.

This multilayered screen shall be designed to trap embers or allow them to burn out before passing through the pack, while creating only minimal air flow restriction through the system. Periodic cleaning or replacement of the screen shall be all that is required after installation.

The intake shall also feature a cyclone style water separator to remove unwanted moisture from incoming air.

The engine shall include an air intake filter which shall be bolted to the frame and located under the front of the cab. This dry type filter shall ensure dust and debris is safely contained inside the disposable housing, eliminating the chance of contaminating the air intake system during air filter service via a leak-tight seal.

The filter must have a capacity of no less than 1350 cubic feet of air per minute. The filter paper media must be of a flame retardant treated material. An electric air filter restriction indicator shall also be included with the system.

ENGINE EXHAUST SYSTEM

The exhaust system shall include a diesel particulate filter (DPF), a diesel oxidation catalyst, and a selective catalytic reduction catalyst (SCR) to meet current EPA standards.

The selective catalytic reduction catalyst shall utilize a diesel exhaust fluid solution consisting of urea and purified water to convert nitrogen oxide into nitrogen, water, and trace amounts of carbon dioxide. The solution shall be injected into the system through the decomposition tube between the DPF and SCR.

The system shall utilize 0.065 inch thick stainless steel exhaust tubing between the engine turbo and the DPF.

The DPF, the decomposition tube, and the SCR canister through the end of the tailpipe shall all be connected with zero leak gasketed clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires with an exhaust gas diffuser.

The diffuser shall lower exhaust gas temperatures during the regeneration cycle.

DIESEL EXHAUST FLUID TANK

There shall be a molded cross linked polyethylene tank for the Diesel Exhaust Fluid (DEF). The tank shall have a capacity of not less than five (5) usable gallons (18.92 Liters) and shall be mounted on the left hand side of the chassis frame in front of the batteries below the frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

DIESEL EXHAUST FLUID TANK

There shall be an access door provided in the top rear step of left side crew area for access to the DEF tank.

ENGINE EXHAUST ACCESSORY-PLYMOVENT

The end of the apparatus exhaust for an ISL engine shall have a 4.00 inch exhaust pipe with a 6.00 inch diameter temperature mitigation device. The mitigation device shall include a provision that is compatible with a Plymovent exhaust extraction system.

TAILPIPE STOP – MAGNETIC

The Plymovent exhaust provision shall be designed for a magnetic tailpipe stop.

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

DIESEL PARTICULATE FILTER CONTROLS

Provide DPF system status annunciation indicator lights, lights shall be installed on driver dash to alert driver when regeneration is needed and when DPF is in an active re-generation cycle.

Warning systems shall provide DEF low level warning.

Driver's dash shall be provided with two (2) controls for the Diesel particulate filter; one (1) manual regeneration switch to activate a regeneration cycle manually when passive burn is unobtainable due to driving conditions; and one (1) Regen "Inhibit Switch".

The switches shall be located in a covered location.

ENGINE COOLING SYSTEM

The radiator and the complete cooling system shall meet or exceed NFPA and engine manufacturer cooling system requirements.

The system shall include and feature the following:

- A vertically stacked charge air cooler providing the maximum cooling capacity for the engine. Proposals offering horizontally stacked charge air cooler shall not be acceptable. No Exceptions
- The charge air cooler and radiator shall measure not less than 1382 square inches
- A surge tank with a low coolant probe and capable of removing entrained air from the cooling system, with built in sight glass
- Radiator re-circulation shields to prevent heated air from re-entering the cooling system and affecting performance
- Mounts allowing the entire radiator to drop through the frame for service when needed - No Exceptions
- Engine placement shall provide a minimum of 8" between the engine fan and radiator to maximize the airflow and cooling of the engine.
- A Spin on Element water filter with corrosion inhibitor shall be provided for the cooling system. No Exception.
- The coolant filter shall be provided with two (2) shut off valves, one (1) one inlet and one (1) outlet. No Exception.
- Cooling system shall be tested and certified by the engine manufacturer

COOLANT HOSES

The cooling systems hose shall be formed silicone hose and formed aluminized steel tubing and include stainless steel crimp style stepless ear clamps.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees F.

Supplemental coolant additives (SCA) are not required as this is part of the extended life coolant makeup.

ADDITIONAL COOLANT SHUT OFF VALVE

An additional coolant shut off valve with connection shall be installed in the chassis coolant lines with a connector. This shall allow for the installation of an additional heater such as a pump compartment heater without draining the coolant system.

ENGINE PUMP HEAT EXCHANGER

A single bundle type coolant to water heat exchanger shall be installed between the engine and the radiator. This pump heat exchanger shall circulate water from the fire pump to the heat exchanger thereby reducing the temperature of the coolant for the engine. The heat exchanger shall be designed to prohibit water from the pump from coming in contact with the engine coolant.

TRANSMISSION

The drive train shall include an Allison model EVS 3000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters and Allison approved transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

The transmission gear ratios shall be:

- 1st 3.49:1
- 2nd 1.86:1
- 3rd 1.41:1
- 4th 1.00:1
- 5th 0.75:1
- 6th 0.65:1 (if applicable)
- Rev 5.03:1

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic oil drain plug.

AUTOMATIC NEUTRAL

The transmission shall be provided with an automatic neutral. When the parking brake is applied the transmission automatically returns to neutral.

TRANSMISSION FLUID

The transmission shall include two (2) internal oil filters and Allison approved transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

TRANSMISSION SHIFT SELECTOR

An Allison GEN V pressure sensitive range selector touch pad shall be provided and located on the tunnel to the right of the driver.

The shift selector shall provide an indicator on the digital display and shall alert the driver/operator when a specific maintenance function is required.

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select the fifth speed operation without the need to press the mode button.

TRANSMISSION PROGRAMMING

The EVS group package number 127 shall contain the 198 vocational package for the fire service for this apparatus as a Pumper. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector which requires re-selecting the drive range to shift out of neutral for the override.

This package shall be coupled with the use of a split shaft PTO and incorporate pumping circuits. The transmission will detect the pump engaged signal and automatically select or deselect fourth gear lock-up. These circuits shall be used allowing the vehicle to operate in the fourth range lockup while operating the pump mode due to the 1 to 1 ratio through the transmission, therefore the output speed of the engine is the input speed to the pump. The pump output can be easily calculated by using this input speed and the drive ratio of the pump itself to rate the gallons of water the pump can provide.

A nine (9) pin diagnostic connector will be provided next to the steering column.

The trans module shall contain the following circuits:

Function ID	Description	Wire assignment
C	PTO Request	142
J	Fire Truck Pump Mode (4th Lockup)	122 / 123
C	Range Indicator	145 (4th)
G	PTO Enable Output	130
	Signal Return	103

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with Spicer 1710 series universal joints.

The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat®.

FUEL SYSTEM

The fuel tank shall have a capacity of fifty (50) gallons/one hundred eighty-nine (189) liters and shall measure 35.00 inches in width X 15.00 inches in height X 24.00 inches in length. The tank shall offer:

- A vent port which will facilitate venting to the top of the fill neck for rapid filling without any “blow-back”
- Two (2) 2” NPT fill ports for left and right hand fill with a .5” NPT drain plug centered side to side 9" from the front of the tank
- A roll over ball check vent for temperature related fuel expansion and draw
- A design including dual draw tubes and sender flanges
- A baffled design and shall be constructed of steel
- A black Powder Coated exterior to ensure corrosion resistance

The fuel tank shall be mounted below the frame, behind the rear axle. There shall be two (2) three-piece strap hanger assemblies with “U” straps bolted midway on the fuel tank, allowing the tank to be easily lowered and removed for service purposes.

The strap hanger material shall be stainless steel. No Exceptions.

For isolation of vibration and movement, rubber isolating pads shall be provided between the tank and the hanger strap assemblies. The tank straps shall be attached to rubber coated cross members which help isolate the tank from frame flex.

Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

All fuel lines shall be connected with steel fittings with all fittings pointed towards the right side (curbside) of the chassis.

The chassis fuel lines shall feature an additional 4’ of length provided so the tank can be easily lowered and removed for service purposes which shall be coiled and secured at the top of the tank.

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Fleetguard FS1065 fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve.

A water in fuel sensor shall be provided and wired to an instrument panel lamp and audible alarm to indicate when water is present in the fuel/water separator.

A secondary fuel filter shall be included as approved by the engine manufacturer.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black aramid braided lines with a fiber outer braid. The fuel lines shall connected with reusable steel fittings. Fuel line is compatible with bio-fuel blends.

FUEL SHUTOFF VALVE

Two (2) fuel shutoff valves shall be installed at the fuel filter to allow the fuel filter to be changed without loss of fuel to the fuel pump.

SHOP NOTE>>>Place the fuel shut off valves on the inlet side of the water/fuel separator and the outlet side on the secondary fuel filter.

FUEL COOLER

The cross flow air to fuel cooler shall be all aluminum and shall be provided to lower fuel temperature allowing the vehicle to operate at higher ambient temperatures. The fuel cooler shall be located behind the battery box, under the frame.

The fuel cooler shall incorporate a fan for improved heat transfer.

The fuel cooler shall be mounted to the frame using hot dipped galvanized brackets. Powder coated or painted brackets shall not be acceptable. No exception.

ALTERNATOR

The charging system shall include a 270 amp Leece Neville 12 volt alternator. The alternator shall include a self-excited integral regulator.

V-MUX ELECTRICAL SYSTEM

There shall be a 12 volt direct current single starting electrical system providing power to all components for the cab and chassis. The system shall feature:

- A Weldon Multiplexed system
- 300 degree Fahrenheit high temperature, flame retardant loom
- All SAE wiring color coded and labeled as to its function
- Wiring which is cross link with 311 degree Fahrenheit insulation
- A suppressed system in accordance with SAE J551

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload.

General protection circuit breakers will be a combination of automatic and manual reset breakers. This will provide a durability and capacity maximization of the electrical system. When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

EMI/RFI PROTECTION

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL HARNESSING INSTALLATION

To ensure rugged dependability, all wiring harnesses installed by the apparatus manufacturer will conform to the following specifications:

SAE J1128 - Low tension primary cable
SAE J1292 - Automobile, truck, truck-tractor, trailer and motor coach wiring
SAE J163 - Low tension wiring and cable terminals and splice clips
SAE J2202 - Heavy duty wiring systems for on-highway trucks
NFPA 1901 - Standard for automotive fire apparatus
FMVSS 302 - Flammability of interior materials for passenger cars, multipurpose passenger vehicles, trucks and buses
SAE J1939 - Serial communications protocol
SAE J2030 - Heavy-duty electrical connector performance standard
SAE J2223 - Connections for on board vehicle electrical wiring harnesses NEC - National Electrical Code
SAE J561 - Electrical terminals - Eyelet and spade type
SAE J928 - Electrical terminals - Pin and receptacle type A

For increased reliability and harness integrity, harnesses will be routed throughout the cab and chassis in a manner which allows the harnessing to be laid into its mounting location. Routing of harnessing which requires pulling of wires through tubes will not be allowed.

Wiring will be run in loom or conduit where exposed, and have grommets or other edge protection where wires pass through metal. Wiring will be color, function and number coded. Wire colors will be integral to each wire insulator and run the entire length of each wire. Harnessing containing multiple wires and uses a single wire color for all wires will not be allowed. Function and number codes will be continuously imprinted on all wiring harness conductors at 3.00" intervals. All wiring installed between the cab and into doors will be protected by an expandable rubber boot to protect the wiring. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

- All wire ends not placed into connectors will be sealed with a heat shrink end cap. Wires without a terminating connector or sealed end cap will not be allowed.
- All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.

- Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
- For low cost of ownership, electrical components designed to be removed for maintenance will be quickly accessible. For ease of use, a coil of wire will be provided behind the appliance to allow them to be pulled away from the mounting area for inspection and service work.
- Corrosion preventative compound will be applied to non-waterproof electrical connectors located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation of the plug.
- Any lights containing non-waterproof sockets in a weather-exposed area will have corrosion preventative compound added to the socket terminal area.
- All electrical terminals in exposed areas will have protective Coating applied completely over the metal portion of the terminal.
- Rubber coated metal clamps will be used to support wire harnessing and battery cables routed along the chassis frame rails.
- Heat shields will be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust will be protected by a heat shield.
- Cab and crew cab harnessing will not be routed through enclosed metal tubing. Dedicated wire routing channels will be used to protect harnessing therefore improving the overall integrity of the vehicle electrical system. The design of the cab will allow for easy routing of additional wiring and easy access to existing wiring.
- All braided wire harnesses will have a permanent label attached for easy identification of the harness part number and fabrication date.
- All standard wiring entering or exiting the cab will be routed through sealed bulkhead connectors to protect against water intrusion into the cab.

BATTERY CABLE INSTALLATION

All 12-volt battery cables and battery cable harnessing installed by the apparatus manufacturer will conform to the following requirements:

SAE J1127 - Battery Cable

SAE J561 - Electrical terminals, eyelets and spade type

SAE J562 - Nonmetallic loom

SAE J836A - Automotive metallurgical joining

SAE J1292 - Automotive truck, truck-tractor, trailer and motor coach wiring

NFPA 1901 - Standard for automotive fire apparatus

Battery cables and battery cable harnessing will be installed utilizing the following guidelines:

- All battery cables and battery harnesses will have a permanent label attached for easy identification of the harness part number.
- Splices will not be allowed on battery cables or battery cable harnesses.
- For ease of identification and simplified use, battery cables will be color coded. All positive battery cables will be red in color or wrapped in red loom the entire length of the cable. All negative battery cables will be black in color.
- For increased reliability and reduced maintenance, all electrical buss bars located on the exterior of the apparatus will be coated to prevent corrosion.

ELECTRICAL COMPONENT INSTALLATION

All lighting used on the apparatus will be, at a minimum, a two (2) wire light grounded through a wired connection to the battery system. Lights using an apparatus metal structure for grounding will not be allowed.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests will be recorded and provided to the purchaser at time of delivery.

SUMMARY OF LOAD MANAGEMENT SYSTEM

In the V-MUX electrical system there will be eight pre-defined Load Manager Trigger points spaced apart in 0.4 Volt increments. Each Output channel can be set for Load Management that will be turned OFF if node voltage falls below a certain level. The trigger points will be configured as shown below.

Load Manager Trigger Points:

1: 12.5-V	Load Shed Region 1 (12.5 - 12.1 V)
2: 12.1-V	Load Shed Region 2 (12.1 - 11.7 V)
3: 11.7-V	Load Shed Region 3 (11.7 - 11.3 V)
4: 11.3-V	Load Shed Region 4 (11.3 - 10.9 V)
5: 10.9-V	Load Shed Region 5 (10.9 - 10.5 V)
6: 10.5-V	Load Shed Region 6 (10.5 - 10.1 V)
7: 10.1-V	Load Shed Region 7 (10.1 - 9.7 V)
8: 9.7-V	

When the voltage of a Load Managed device recovers back above the trigger point, there will be an additional 30 seconds before the Output channel is turned back ON. This buffering time is to ensure that the added load doesn't immediately pull the voltage back below the trigger point.

Below are the standard voltage managed outputs that will be triggered off at 12.1 V.

HVAC FAN MED
HVAC FAN HIGH
HVAC FAN LOW
AUX DEFROST FANS
A/C CONDENSER FANS RLY
A/C COMPRESSOR CLUTCH

AUTO THROTTLE (AUTO HIGH IDLE)

There will be an Automatic High Idle (Auto Throttle) logic that will run in conjunction with the Load Management. The Auto Throttle logic will be ran on the Hercules node under the passenger side kick panel compartment. The standard system design will be triggered on at 12.3 V and triggered off at 12.6 V with a 30 second delay before disengagement. The Auto Throttle function will act to turn the V-MUX High Idle Output ON and OFF. In turn the High Idle sends a signal to the engine ECU. The Auto Throttle Command will be interlocked with **Park Brake** and **Park/Neutral** for safety. A **Service Brake** override interlock will also be configured to immediately return the engine to Low Idle if the vehicle has to move.

CAB INSTRUMENTATION

The instrumentation panel within the cab shall feature a Pacific Insight gauge panel which shall include three (3) 5" diameter information centers, telltale indicator lamps, control switches, alarms, and a LCD diagnostic panel.

The gauges shall be easy to read including red backlighting.

The instrument panel shall contain the following gauges and indicators:

The middle information center shall include:

- A programmable speedometer to read either 0 to 140 MPH or 0 to 140 KM/H
- An amber telltale lamp indicating the Check Engine
- An amber telltale lamp indicating MIL Engine Emissions System Malfunction
- A red telltale lamp indicating Stop Engine
- A tachometer gauge with 0-3,000 RPM

The right hand side information center shall include:

- A gauge to display the engine oil pressure with high and low level indicators and stop engine alarm
- A fuel level gauge with a low fuel indicator and alarm
- An LED bar displaying 4 stages of the level for the Diesel Exhaust Fluid (DEF) with a refill indicator
- A voltage gauge with low voltage indicator
- A water temperature gauge with high water temp indicator and alarm

The left hand side information center shall include:

- A primary air PSI gauge including low air and high air warning displays
- A secondary air PSI gauge with low and high air warning indication

An LCD diagnostic display, located in the left hand side information center shall include digital readouts for the following:

- Odometer
- Transmission oil temp
- Engine oil temp
- Speedometer
- Engine hours
- Engine and transmission code
- Exhaust temp
- Engine coolant temp
- Engine oil PSI
- Turbo boost PSI
- Primary air pressure
- Secondary air pressure
- Engine load %
- Engine torque
- Battery volts
- Fuel level %
- Vehicle speed
- RPM
- DEF level
- Instant fuel economy

- Average fuel economy
- Engine hours
- Capable to record three trips, each shall be include:
 - Trip distance
 - Fuel economy
 - Fuel used
 - Idle fuel used
- The LCD screen shall also provide diagnostic capability

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located below the middle information center. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols. The following indicator lamps shall be located on the Telltale panel:

BLUE Indicator Lights

- High Beam Headlight

GREEN Indicator Lights

- Right Turn Indicator
- Left Turn Indicator
- Battery On (Always On)

YELLOW Indicator Lights

- Particle Filter Regeneration (DPF)
- Regeneration Inhibit (Switch Engaged)
- Air Intake Restriction
- High Exhaust System Temperature (HEST)
- Wait to Start (when applicable)
- ATC (Automatic Traction Control) (when applicable)
- Water in Fuel

RED Indicator Lights

- Low Engine Coolant Level
- Air Bag Warning (when applicable)
- Check Transmission
- High Transmission Temperature
- ABS
- Parking Brake

ALARMS

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Alarm silence: Any active audible alarm will be able to be silenced with a button on the right side of the LCD screen.

INDICATOR LAMP AND ALARM PROVE-OUT

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

DIAGNOSTIC PANEL

A diagnostic panel shall be accessible while standing on the ground and located inside the driver's side door, left of the steering column. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved trouble shooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic panel shall include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- SRS diagnostic port (when applicable)
- V-Mux USB diagnostic port (when applicable)
- Engine diagnostic switch (blink codes flashed on check engine telltale indicator)
- Diesel particulate filter regeneration switch (when applicable)
- Diesel particulate filter regeneration inhibit switch (when applicable)

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using red LED backlighting.

MULTIPLEX DISPLAYS

Two (2) Weldon Vista IV touch screen displays shall be located one (1) on the driver's side dash and one (1) on the officer's side of the dash.

The touch screen displays shall feature:

- A full color LCD display screens
- A message bar displaying the time of day, and important messages requiring acknowledgement by the user
- Four (4) push button style controls on either side of the screen for the on-board diagnostics
- Seven (7) push button style controls located below the screen for the on-board diagnostics
- Virtual controls for the on-board diagnostics
- Video ready display screens for back- up cameras, thermal cameras, and DVD
- A DIN type input connector ready for GPS interfacing shall be incorporated into the back of the display
- There shall be a display which indicates any open cab door with a visual display.
- There shall be a text message indication for low washer fluid.

The touch screen displays shall measure approximately 6.25" wide x 3.38" in height. The displays shall offer varying fonts and background colors. The display shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

DRIVER SWITCHES

The driver switch panel to the right of the Driver's position shall include one (1) row with six (6) backlit rocker switches with laser etched labels located under the Weldon Vista screen.

Standard switches shall include:

- Windshield Wiper/Washer Control (except when Smart Wheel is specified)
- Dash panel dimmer switch

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder system installed. The system shall be designed to meet NFPA 1901. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Service Brake
- Engine Hours
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system. The laptop connection shall be a panel mounted female type A or B USB connection point, remotely mounted in the left side foot well of the cab. The latest software shall be available for download from the Weldon website.

SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall activate an indicator light in the instrument panel, a digital seat position indicator with a seat position legend in the switch panel, and an audible alarm.

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and audible alarm shall remain active until all occupied seats have the seat belts fastened.

V-MUX WARRANTY – 4 YEAR

A four (4) year limited (V-MUX) multiplex system warranty, of Weldon Technologies, Incorporated; shall be provided by the apparatus manufacturer for parts and labor, while under normal use and service; against mechanical, electrical and physical defects from the date of manufacture.

The warranty shall exclude; sensors, shunt interface modules, serial or USB kits, transceivers, cameras, GPS, and electrical display screens, which shall be limited to a period of one a (1) year repair parts and

labor from the date of installation. A copy of the warranty shall be provided with each Bidders proposal for the review and evaluation of the Purchaser.

BATTERIES

The single start electrical system shall include six (6) AC Delco group 31 1070 CCA batteries.

The batteries shall feature:

- A 210 minute reserve capacity
- 4/0 dual path starter cables per SAE J541
- Heat shrink and sealant encapsulated ends on the cables
- Maintenance free

SHOP NOTES>>>Delco Brand Preferred.

BATTERY COMPARTMENTS

A well ventilated battery storage compartment shall house the batteries on the officer and driver side of the chassis and shall be located so as to offer easy access to the batteries when the cab is tilted.

The each battery compartment shall feature:

- 3/16" steel construction with powder coated finish
- A complete floor of heavy duty, industrial grade, recycled Turtle Tile brand interlocking matting
- A double hinged powder coated steel cover with two (2) rubber latches shall be utilized providing easy access to the batteries, while also being capable of supporting a 250 lb. load. No tools shall be required to gain access to the batteries.
- When in the open position, the double hinged door shall be flush with the bottom of the battery compartment, allowing for a sweep out style floor and removal of the batteries when necessary, without the inference of a lower lip. No Exceptions.

BATTERY CABLES

The starting system shall include cables which shall be protected by a 275 degree F, minimum high temperature flame retardant loom.

The cables shall be in a loom to help keep out dirt, dust and debris.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs.

These studs shall be located in the forward most portion of the driver's side lower step.

The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

POWER & GROUND STUD

An electrical distribution panel shall include two (2) power studs. The studs shall be a minimum of 1/4" and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud

shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) 1/4" ground stud.

ACCESSORY POWER DISTRIBUTION PANEL

An accessory power distribution panel shall be installed behind the officer's seat. The panel shall feature ten (10) blade type fuses protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp load through the master switch.

SHOP NOTES>>Locate under Havis.

ADDITIONAL POWER & GROUND STUDS

One (1) additional power and ground studs shall be provided behind the Driver seat. These shall be powered directly from the battery.

GROUND LIGHTS

Each door shall include a Whelen 3SC0CDCR LED NFPA compliant ground light mounted to the underside of the cab step below each door.

Each light shall include a polycarbonate lens, a housing which is vibration welded and a bulb which shall be shock mounted for extended life.

GROUND LIGHT ACTIVATION

The ground lighting shall be activated when the park brake is engaged and by the respective side turn signal.

CAB STEP LIGHTING

One (1) LED light shall be mounted to the riser of the middle cab step, a total of eight (8) step lights for the cab, in accordance with NFPA.

Each light shall include a polycarbonate lens and shall be contained in a housing which is vibration welded with a bulb which shall be shock mounted. Each step light shall not be any larger than 3" in diameter.

STEP LIGHT ACTIVATION

The step lighting shall be activated by opening any of the cab doors on the respective side.

ENGINE COMPARTMENT LIGHTING

Two (2) LED lights shall be mounted to the engine compartment in such a fashion as to provide as much light as possible to the engine compartment area. The engine compartment lighting shall activate with the tilting of the cab.

INTERIOR OVERHEAD CAB LED LIGHTING

Each cab door shall include a dual red and white LED lamp. There shall be one (1) light centered over each of the Driver and Officer's seat and one centered over each crew door.

The clear lamp shall illuminate with the opening of each respective door with both the red and clear portions of the lamp activated by individual lighted switches on each lamp.

DOOR OPEN/HAZARD WARNING LIGHT

One (1) red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks and light towers as specified. The light shall be a flashing rectangular incandescent marker light with a red lens and shall be properly marked and identified.

Per NFPA 13.11.4, the hazard light shall be marked w/ a sign/tag that reads, "DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

REAR & SIDE FACING CAMERA

A rear facing box style rearview camera shall be installed on the rear of the vehicle. There shall also be two (2) teardrop style rearview cameras; one mounted to the Officer side of the vehicle, and one to the Driver side of the vehicle. The rear camera shall be activated when the vehicle transmission is shifted to reverse, and the side tear drop cameras shall be activated with the corresponding blinker. The image viewed on the Driver Vista.

EXT ALUMINUM BODY

Apparatus dimensions:

OVERALL HEIGHT

The overall height for this apparatus shall be approximately 10'10".

OVERALL LENGTH

The overall length for this apparatus shall be approximately 33' 10".

OVERALL WIDTH

The overall width for this apparatus shall be approximately 100"

WHEELBASE

The wheelbase for this apparatus shall be approximately 209".

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

CENTER OF GRAVITY

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard.

A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width.

DELIVERY

Final delivery of the completed apparatus shall be made F.O.B. Fire Department Headquarters.

BUMPER TO BUMPER WARRANTY

We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation

prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.

EXT MODULAR BODY WARRANTY - LIFE-TIME

Rosenbauer America, LLC warrants to the original purchaser that the all aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will retain structural integrity for the life of the vehicle. Warranty coverage is transferable to second owner, if applicable, with proper notification made to Rosenbauer America, LLC.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

ALUMINUM SUBFRAME WARRANTY

Subject to the provisions, limitations and conditions set forth in this warranty, Rosenbauer America, LLC (hereby referred to as "seller"), hereby warrants to each original purchaser that each new aluminum body subframe (exclusive of paint finish and hardware) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for the lifetime of the body. Warranty coverage is transferable to second owner, if applicable, with proper notification made to Rosenbauer America, LLC.

This warranty is conditioned upon normal use and reasonable maintenance of such subframe; prompt written notice of all defects to seller or one of the seller's then authorized dealers in the area; no repair or additions there to except by seller or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of the warranty, the extent of that repair shall be determined solely by the seller and shall be performed solely at Rosenbauer America, LLC or a repair facility designated by the seller. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Seller reserves the unrestricted right at any time from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF ROSENBAUER AMERICA, LLC OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HERIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

PAINT WARRANTY TEN YEAR

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of TEN (10) years beginning the day the vehicle is delivered to the purchaser.

The full apparatus body, manufactured and painted by Rosenbauer America, LLC, shall be covered for the following paint failures as outlined on the guarantee certificate:

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective PPG Fleet Finishes, which are covered by this guarantee.

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original purchaser.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

LETTERING WARRANTY

Rosenbauer America, LLC warrants to the original purchaser only, that the lettering and striping, installed by Rosenbauer America, LLC, will remain free from defects for a period of one (1) year under normal use.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this item, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

FIRE PUMP WARRANTY

EXPRESS WARRANTY: Hale Products, Incorporated (“Hale”) hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

LIMITATIONS: HALE’S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE’S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER’S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE’S plant or Authorized service Facility.

- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer there-fore.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INUURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERICAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.

STAINLESS STEEL PLUMBING WARRANTY

Subject to the provisions, limitations and conditions set forth in this warranty, Rosenbauer America, LLC (hereby referred to as "seller"), hereby warrants to each original purchaser only that stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warranted for a period of ten (10) years. This covers structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original purchaser for a period of ten years from the date of the delivery and shall terminate upon the transfer of possession or ownership by original purchaser.

This warranty is conditioned upon normal use and reasonable maintenance of such plumbing; prompt written notice of all defects to seller or one of the seller's then authorized dealers in the area; no repair or additions there to except by seller or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms or the warranty, the extent of that repair shall be determined solely by the seller and shall be performed solely at Rosenbauer America, LLC or a repair facility designated by the seller. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Seller reserves the unrestricted right at any time from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF ROSENBAUER AMERICA, LLC OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HERIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

WATER TANK WARRANTY

UNITED PLASTIC FABRICATION INC. Warrants each UPF POLY-TANK IIE Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the vehicle (vehicle must be actively used in fire suppression). The UPF POLY-TANK IIE must be installed in accordance with the United Plastic Fabricating installation manual. Every UPF POLY-TANK IIE is thoroughly inspected and tested for leaks before leaving our facility. Should any problems develop with your UPF POLY-TANK IIE booster/foam tank and will not meet performance criteria during the service life of the vehicle, notify UPF in writing or call our TOLL FREE SERVICE HOT LINE 1-800-USA-POLY. Provide UPF with the serial number and a description of the problem. If the tank problem would render the truck out of service, UPF will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank. (This time period is for North America only). If the vehicle can remain in service, UPF will dispatch a service technician within a mutually agreed upon time period.

We will repair, or at our option, replace the tank with a new UPF POLY-Tank IIE. UPF will cover customary and reasonable costs to remove and install the UPF POLY-TANK IIE. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have, been altered, defaced or removed. UPF will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED PLASTIC FABRICATION, INC.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UNITED PLASTIC FABRICATION, INC. Neither assumes, nor authorizes any person supposing to act on its behalf, to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL UNITED PLASTIC FABRICATION, INC BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PRESENT RETAIL, PURCHASE PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

COMPLETE COMPACT DISC MANUAL

ROSENBAUER shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be on a computer generated compact disc (CD), with reference guide for each section of the vehicle. Within each section shall be:

- Individual component manufacturer instruction and parts manual
- Warranty forms for body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams

- Installation instructions and drawings of major parts
- Visual graphics and electronic photos of the installations of major parts
- Necessary normal routine service forms, publications and components of body portion of apparatus
- Technical publications on training and instructions for major body components
- Warning and safety related notices for personnel protection

IN PROCESS PHOTOS

The vehicle manufacturer shall provide a series of photos of the apparatus as it progresses through the production process. There will be a minimum of four (4) photos per interval and a total of six intervals, one (1) upon chassis arrival, four (4) during construction and one (1) upon completion.

OPERATION AND FAMILIARIZATION MANUAL

The apparatus manufacturer shall supply, at delivery, customized Operation & Familiarization Manual, complete with full-color photos of the actual, completed apparatus with each feature and control identified and its function explained.

Safety, Operation, Maintenance and Troubleshooting sections will include information about each major component of the apparatus (chassis, pump, foam system, generator, electrical devices, etc.). The manual shall be specific to the apparatus (or group of apparatus) being delivered.

All safety and warning labels shall be represented in the manual for subsequent safety inspections to ensure their continued presence on the apparatus.

The manufacturer shall submit a sample manual with the bid proposal. Failure to do so will result in rejection of the proposal. Reference to "on delivery" or "at pre-build" submission is not an acceptable response for the bid document.

“Similar” or “Representative” manuals will not be accepted.

COMPACT DISC ELECTRICAL SYSTEM MANUAL (OPTION)

ROSENBAUER shall provide with the vehicle upon delivery, one (1) electrical system manual. This manual shall be on a computer generated compact disc (CD), with reference guide for each section of the vehicle. Within each section shall be:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components for the installed electrical components
- Technical publications for training and instruction on major components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided

ELECTRIC SIREN AND CONTROL

One (1) Whelen 295HFSA7 electronic siren control head with remote dual amplifier shall be provided and flush mounted in the switch panel with a location specific to the customer's needs. The siren shall feature 200-watt output, radio broadcast, public address, wail, yelp, or piercer tones and hands free operation which shall allow the operator to turn the siren on and off from the horn ring if a horn/siren selector switch option is also selected.

SPEAKER

Two (2) Federal Signal DynaMax 100-watt speaker, Model #ES100, shall be installed. The speaker shall feature a Neodymium driver and a high strength composite housing that is chemical resistant and maintains rigidity at high temperatures.

A Federal Signal #ESFMT recess mount, stainless steel polished trim ring shall be used to flush mount each speaker.

SPEAKER

Two (2) stainless steel grille shall be installed on the speaker.

SPEAKER LOCATIONS

The siren speakers shall be recessed in the apparatus bumper with one (1) speaker on each side.

SHOP NOTES>>Outboard location.

FEDERAL MECHANICAL SIREN

One (1) Federal Signal Q2B mechanical siren shall be recess mounted into the center of the front bumper. The "Q" siren shall feature a highly polished chrome body and grille. The siren's distinctive mechanical wail sound shall produce 123 db at 10'.The siren control switch(es) shall be installed in the cab.

SIREN CONTROL

One (1) foot switch shall be provided on the driver's side of the cab floor to activate the Federal Signal Q2B siren.

SIREN BRAKE

One (1) push button siren brake switch for the Federal Signal Q2B siren shall be provided on the officer's side dash.

LIGHTBAR

One (1) Whelen Ultra Freedom IV light bar shall be included with the apparatus cab. The light bar shall be a model F4N7QLED and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

- A 72" light bar designed for high performance

- Two (2) red Linear Super LED corner modules
- Two (2) red 400 series Linear Super LED endcap lights
- **Eight (8)** red 400 series Linear Super LED lights forward facing
- Two (2) white 400 series Linear Super LED lights with clear optic lenses
- Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
- Designed in accordance with NFPA Zone A requirements

SHOP NOTES>> Whelen WECAN file in P4213 Sales File.

TRAFFIC LIGHT CONTROL

One (1) Global Traffic Technologies Opticom 795H Low-Profile LED high-priority traffic light emitter and control device shall be installed and mounted in the specified lightbar. The traffic emitter shall be wired thru the park brake to deactivate when the park brake is set.

SHOP NOTES>>To be wired to the park brake. >> Included with Lightbar.

LIGHTBAR ACTIVATION

The front upper light bar activation shall be through a virtual switch on the Weldon Vista screen.

UPPER REAR WARNING LIGHTS

One (1) pair of Whelen Super LED, rotating beacons, P/N L31H*F, shall be installed, one each side on the upper rear of the apparatus body. The unit shall have dimensions of 4" high x 7-9/16" deep.

The driver side warning light shall be a Whelen red LED rotator, model L31H5FN with a clear lens.

The officer side warning light shall be a Whelen red LED rotator, model L31H5FN with a clear lens.

REAR WARNING LIGHT MOUNTING

The upper rear lights shall be mounted on the upper corners of the apparatus body, one on each side.

UPPER WING FRONT WARNING LIGHTS

One (1) pair of Whelen model #600 Super LED warning lights shall be installed, one each side one the front of the chassis cab, upper wing area. The dimensions of the lights shall be 4" x 6".

The driver side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

INBOARD WARNING LIGHTS

One (1) pair of Whelen model 600 super LED's warning lights shall be installed, one each side one the front of the chassis cab, in the inboard warning light position. The dimensions of the lights shall be 4" x 6".

The driver side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model #600 red Super LED warning lights shall be installed one each side of the chassis cab. The dimensions of the lights shall be 4" x 6".

The driver side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

Each light shall be mounted with a Whelen Model 6EFLANGE chrome flange.

LOWER MID-CHASSIS WARNING LIGHTS

Two (2) Whelen model #600 Super LED warning lights shall be installed on the lower side of the mid-chassis. The dimensions of the lights shall be 4" x 6".

The driver side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

Each light shall be mounted with a Whelen Model 6EFLANGE chrome flange.

LOWER MID BODY WARNING LIGHTS

One (1) pair of Whelen model #500 surface mounted super LED warning lights shall be installed, one each side of the apparatus, mid-body. The dimensions of the lights shall be 1-5/8" x 5" x 1".

The driver side warning light shall be a Whelen Model 50R02ZCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 50R02ZCR red-LED with clear lens.

There shall be chrome bezels supplied and installed on the warning lights.

LOWER REAR SIDE WARNING LIGHTS

One (1) pair of Whelen model #500 surface mounted Super LED warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. The dimensions of the lights shall be 1-5/8" x 5" x 1".

The driver side warning light shall be a Whelen Model 50R02ZCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 50R02ZCR red-LED with clear lens.

There shall be chrome bezels supplied and installed on the warning lights.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model #600 red Super LED warning lights shall be installed, one each side on the lower rear of the apparatus body. The dimensions of the lights shall be 4" x 6".

The driver side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

The officer side warning light shall be a Whelen Model 60R02FCR red-LED with clear lens.

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The following specifications describe the low voltage electrical system on the specified rescue fire apparatus. The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA 1901 standards.

The apparatus shall have a Weldon V-MUX multiplexing system, to provide diagnostic capability. The system shall have the capability of delivering multiple signals via a CAN bus, utilizing specifications set forth by SAE J1939. The electrical system shall be pre-wired for computer modem accessibility to allow service personnel to easily plug in a modem to allow remote diagnostics, troubleshooting, or program additions. There shall be a diagnostic display provided in the cab. The multiplexed system shall use twisted-pair shielded wire within the electrical system for noise reduction. The diagnostic display shall allow for fault and condition messages to be displayed. For superior system integrity, the networked system shall meet the following minimum requirement components:

1. Power management center
2. Load shedding power management
3. Solid-state circuitry
4. Switch input capability
5. Responsible for lighting device activation
6. Self-contained diagnostic indicators
7. Power distribution module
8. Diagnostic display for warning message indication
9. High Idle Function

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the protected circuit. Voltage drops in all wiring from the power source to the device shall not exceed 10 percent. The wiring, wiring harness and insulation shall be in conformance to applicable SAE J-1128 with GXL temperature properties and NFPA standards. All exposed wiring shall be protected in a loom with a minimum temperature rating of 289 degrees Fahrenheit. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or in an enclosed terminal junction panel. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

Any electrical junction or terminal boxes shall be weather resistant and located away from direct water spray. In addition, the main body junction panel shall house the automatically reset breakers and relays as required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in an electrical junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified at least every two feet (2') by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of the applicable NFPA 1901 standards.

The electrical circuits shall be provided with low voltage over current protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The over current protection shall be suitable for electrical equipment and shall be the automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of the maximum current for which the protected circuit. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:

- a) Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- b) The electrical wiring shall be harnessed or be placed in a protective loom.
- c) Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- d) Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate.
- e) A coil of wire must be provided behind each electrical appliance to allow them to be pulled away from the mounting area for inspection and service work.
- f) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights added over the minimum requirement level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. Rocker type warning light switches shall be utilized. For ease of nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall be automatically activated per requirements of the NFPA 1901 standard. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with the delivery documentation per requirements of the NFPA 1901 standard. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA 1901 standard, or a system voltage of less than 11.7 volts dc for a 12 volt system is present for more than 120 seconds, the test shall be considered a failure.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:
 1. The nameplate rating of the alternator.
 2. The alternator rating under the conditions.
 3. Each specified component load.
 4. Individual intermittent loads.

BATTERY CHARGER

One (1) Kussmaul Autocharge model #091-195-12 12-amp automatic battery charger shall be wired to the 12 volt battery system. The charger unit shall be mounted in a clean dry area and will be accessible for service and/or maintenance.

SHOP NOTES>>>091-195-12

AIR HORNS

Two (2) Grover brand Stutter Tone air horns shall be provided. The air horns shall be 6" in diameter and 24" long. Each horn shall feature flared ends offering a pleasing appearance.

AIR HORN LOCATION

The air horns shall be located on the front bumper. One (1) shall be mounted outboard on the driver side and one (1) outboard on the officer side, so as not to interfere with any other components on the bumper.

AIR HORN LANYARD

One (1) dual roof mounted pull cord shall be installed to activate the air horn system. The pull cord shall be installed within easy reach of the driver and officer.

PUMP ENCLOSURE LIGHTS

One (1) LED work light shall be provided in the pump enclosure.

The control switch shall be mounted on the light head.

LIGHT MOUNTING LOCATION

The mounting location for the specified light shall be on the front edge of the chassis cab roof.

BROW SCENE LIGHT

Two (2) Whelen Pioneer Plus Super LED model PFP2 dual lamp brow light shall be provided. The light shall draw 13 amps and generate 10,000 lumens. The bulb shall be accessible through the front. The lamphead shall be approximately more than 3" deep by 4-5/8" high by 14" wide. Lamphead and brackets shall be powder coated white.

SHOP NOTES>>White

LIGHT SWITCH REMOTE LOCATION

A switch shall be installed from a remote location as directed by the fire department. The weatherproof on-off toggle switch shall be used for the remote switching.

SHOP NOTES>>Both lights on one switch.

BACKUP CAMERA

One (1) chassis supplied rear camera system shall be mounted on the rear of the vehicle. The camera component and cabling from the camera to the back of the cab shall be installed by the apparatus body manufacturer. All other components shall be installed by the chassis manufacturer.

HAND LIGHTS

All NFPA required portable hand lights supplied by the Customer must be installed before the apparatus is placed into service.

INTERCOM SYSTEM

The vehicle shall be equipped with a FireCom 5200D intercom master station. The system comes standard with connections for up to eight (8) positions. Additional positions can be added through daisy chaining or wireless transmitters.

This system has the ability to operate with **one (1)** mobile radios/devices. Connection of this system to the mobile radio is not included, unless specified.

INTERCOM HEADSET

Two (2) **UHW-54** Wireless Headset(s) plus wireless base station with single channel transmitter for each headset shall be provided with the intercom system. The red PTT button activates radio transmit. The mic is always live for intercom communication. Appropriate for driver or officer positions.

WIRELESS BASE STATION - SINGLE CHANNEL

Two (2) single-user Radio Transmit Wireless Base Station that supports one push/toggle-to-talk wireless UHW-51 headset with radio transmit when used with 5X00D intercoms.

INTERCOM HEADSET

Three (3) UHW-52 Wireless Under-The-Helmet-Headset shall be provided with the system. The black PTT button activates Mic for intercom communication ONLY. Appropriate for jumpseat positions. Requires (1) WLSM wireless base station with multiple channel transmitter.

WIRELESS BASE STATION

Three (3) WLSM wireless base station with multiple channel transmitter. Supports multiple UHW-52 non-radio transmit wireless headsets.

HEADSET HANGER HOOK

Five (5) headset hanger hooks shall be provided and installed in the cab for storage of the headsets while not in use.

MARKER LIGHTS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements.

LICENSE PLATE BRACKET

One (1) Cast Products license plate bracket, model LP0005-1-C shall be provided at the rear bumper. The bracket shall have a polished finish and LED light.

SHOP NOTES>>Location Lower Left Rear.

TAIL LIGHTS

One (1) pair of Whelen 60BTT LED tail/brake lights shall be provided on the rear of the apparatus. The rectangular lights shall be 4" x 6" LED with a red lens.

TURN SIGNALS

One (1) pair of Whelen, 60A00TAR turn signals with populated arrow shape shall be provided. The rectangular LED lights shall be 4" x 6" in dimension and shall have an amber lens.

BACKUP LIGHTS

One (1) pair of Whelen Series 600 LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

FOUR LIGHT BEZEL

One (1) pair of tail light cluster bezels shall be supplied. Each bezel shall be designed to hold the specified rear lights located at the lower rear corners of the body.

MID BODY LED TURN SIGNALS

One (1) pair of mid body LED turn signals shall be provided. The location of the turn lights shall be at mid-body near the rear wheel axle.

PUMP PANEL GROUND LIGHTS

Two (2) rubber shock mounted, sealed and weathertight Truck-Lite Super 44™ LED clear ground lights shall be installed under the pump panel running boards. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus. Each light shall be a totally enclosed (not exposed to the environment) polycarbonate fixture. The light shall have a 4.00" nominal diameter with six (6) light emitting diodes producing approximately 160 lumens of light output and equipped with wire plugs for ease of removable or replacement.

MID BODY GROUND LIGHTS

Two (2) rubber shock mounted, sealed and weathertight Truck-Lite Super 44™ LED clear ground lights shall be installed under the mid-body of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus. Each light shall be a totally enclosed (not exposed to the environment) polycarbonate fixture. The light shall have a 4.00" nominal diameter with six (6) light emitting diodes producing approximately 160 lumens of light output and equipped with wire plugs for ease of removable or replacement.

REAR STEP GROUND LIGHTS

Two (2) rubber shock mounted, sealed and weathertight Truck-Lite Super 44™ LED clear ground lights shall be installed under the rear step of the apparatus. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus. Each light shall be a totally enclosed (not exposed to the environment) polycarbonate fixture. The light shall have a 4.00" nominal diameter with six (6) light emitting diodes producing approximately 160 lumens of light output and equipped with wire plugs for ease of removable or replacement.

The ground lights shall automatically activate when the parking brake is applied.

STEP LIGHT

Two (2) LED step light(s) with clear lens shall be installed.

REAR TAILBOARD LIGHTS

Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body.

The step/walkway light switch shall be installed and wired to the parking brake.

SCENE LIGHT

Four (4) Whelen Series PFA2 Super-LED 4" x 6" gradient 8-32 degree surface mount scene lights shall be installed.

The scene light shall be provided with a chromed plastic bezel.

SHOP NOTES>>Chromed plastic bezels

SCENE LIGHT LOCATION

One (1) scene light shall be located on the left side of the cab.

SCENE LIGHT LOCATION

One (1) scene light shall be located on the right side of the cab.

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the rear of the apparatus body.

SCENE LIGHT SWITCHING

All scene light(s) shall activate via a single virtual scene light switch located on the driver's Vista screen.

SCENE LIGHT SWITCHING

All scene light(s) shall activate via a single virtual scene light switch located on the officer's Vista screen.

SCENE LIGHT SWITCHING

The one (1) rear scene light(s) shall activate via a virtual scene light switch located on the driver's Vista screen.

SCENE LIGHT SWITCHING

The one (1) rear side scene light(s) shall activate via a virtual scene light switch located on the driver's Vista screen.

SCENE LIGHT SWITCHING

One (1) rear scene light switch with indicator shall be installed on the left rear body area, above the DOT lights to control the rear scene light(s). The switch shall be labeled "REAR SCENE".

SCENE LIGHT SWITCHING

The rear scene lights shall activate automatically upon placing the transmission into reverse.

TRAFFIC ARROW LIGHT

One (1) Whelen Model #TAM85 Traffic Advisor shall be installed. The light shall be equipped with eight (8) 500 Series TIR6™ Super-LED lights in a low profile flat style lamps measuring 46-7/8" (119cm) in length. The unit shall be mounted at the rear of the apparatus body. The Traffic Advisor control head shall be mounted inside the cab and be accessible by the driver and officer.

The traffic arrow light shall be surface mounted at the rear of the apparatus body.

SHOP NOTES>>mount below the horizontal grab rail.

OVERALL DIMENSIONS

The vehicle shall have the following dimensions:

- Chassis wheelbase:
- Cab to axle dimension of chassis:
- Overall length:
- Overall width:
- Overall height

FLUID DATA PLAQUE

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

Location shall be in the driver's compartment or on driver's door.

DATA & WARNING LABELS

HEIGHT LENGTH & WEIGHT

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

CAB SEATING POSITION LIMITS

The label shall also include the seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

NO RIDE LABEL

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

CAB SEATING POSITION LIMITS

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

HELMET WARNING TAG

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

FRONT TOW HOOKS

Two (2) painted tow hooks shall be provided at the front of the chassis.

The tow hooks shall be painted black.

REAR TOWING PROVISIONS

There shall be two tow eyes furnished under the rear of the body and attached directly to each chassis frame rail. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/4" plate steel with a 3" I.D. hole, large enough for passing through a tow chain end hook.

The tow plates shall be painted black.

BUMPER

The chassis shall feature a heavy duty bumper constructed from ASTM A36, 1/4" thick steel and painted primary job color. The bumper shall be 12" high by 102" wide with two inch (2") flanges and chamfered corners.

Integral heavy duty steel bumper "wings" shall extend from the bumper to the cab.

The bumper shall be mounted to a twenty-four inch (24") long chassis frame extension.

A contoured apron / gravel shield fabricated from NFPA compliant, slip-resistant polished aluminum shall enclose the area between the bumper and the cab.

TOW EYES

Two (2) 3/4" thick steel tow eyes with a 3" ID opening shall be mounted to the chassis frame under the

bumper positioned horizontally to prevent being dragged on the pavement. The tow eyes shall be steel and shall be painted black.

SHOP NOTES>>Two (2) 3/4" thick steel" tow eyes with a 3" ID opening shall be mounted to the chassis frame under the bumper positioned horizontally to prevent being dragged on the pavement.. The tow eyes shall be steel and shall be painted black.

HUB AND LUG NUT COVERS

The apparatus shall have chrome or stainless steel hub and lug nut covers on the front and single rear axles.

TIRE PRESSURE INDICATOR

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

EXHAUST SYSTEM

The chassis exhaust shall be modified and redirected to the right side of the apparatus and will exit ahead of the rear wheel.

EXHAUST HEAT SHIELD

A heat shield shall be installed under the body in the areas where the exhaust system is routed. A tail pipe support shall be furnished to prevent the tail pipe from sagging.

REAR MUD FLAPS

One (1) pair of black mud flaps shall be installed behind the rear wheels.

SHOP NOTES>>To be anti-sail type.

CAB ROOF TRIM

The flat area of the four-door cab roof shall be covered with NFPA compliant slip resistant aluminum tread plate. The panel shall be sealed to prevent water leaks.

CAB LIFT CONTROL LOCATION

The cab lift controls for tilting the cab shall be recess mounted in the forward wall inside the left front compartment or within the pump panel. Proper operation and warning labels shall be installed adjacent to the controls.

SUPPLEMENTAL AIR BRAKE COMPRESSOR

One (1) Gast 120 volt air compressor shall be installed to maintain the pressure in the braking system connected to shore power. A pressure switch shall sense air pressure loss and engage the compressor, which shall run until adequate pressure is achieved. The unit shall be wired to the 120-volt shore power receptacle specified.

SHOP NOTES>>Model No. 5HCD-43-M550NGX-120V

AIR TANK DRAIN CABLE EXTENSION

Five (5) cable from the spring loaded air tank drain shall be routed and attached to the outer edge of the apparatus for ease of access. The 1/8" braided steel cable shall allow accumulated moisture in the air brake system to be easily drained. The cable shall be installed so that maximum ground clearance is maintained.

HALE DSD SINGLE STAGE PUMP

A Hale model DSD, single stage pump shall be designed to mount in a pump module and shall be split-drive shaft driven. The pump shall be driven by a driveline from the truck transmission. The engine shall provide sufficient horsepower and RPM to enable the pump to meet and exceed its rated performance.

The entire pump, suction and discharge passages shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be tested at the pump manufacturer's factory to the performance specs as outlined by the applicable sections of the NFPA 1901 standard. The pump shall be free from objectionable pulsation and vibration.

PUMP BODY

The pump, the pump body and related parts shall be cast iron. All metal moving parts in contact with water shall be of high quality bronze or stainless steel.

IMPELLER

The pump shall have one impeller. The pump body shall have two opposed discharge outlet volute cutwaters to eliminate radial unbalance. Pump impeller shall be hard, fine grain bronze of the mixed flow design; accurately machined and individually balanced.

The vanes of the impeller intake eyes shall be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower. Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body, and shall be of wrap-around double labyrinth design for maximum efficiency.

PUMP SHAFT

Pump shaft shall be rigidly supported by bearings for minimum deflection. The bearings shall be heavy-duty, deep groove ball bearings in the gearbox and they shall be splash lubricated.

The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel to be super-finished with galvanic corrosion protection for longer shaft life. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of the gearbox.

PUMP TRANSMISSION

The pump transmission shall be of sufficient size to withstand 16,000 foot pounds of torque from the engine. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel and be at least 2-3/4" in diameter, on both the input and output drive shafts. They shall withstand the full torque of the engine.

All gears both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall

be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life. An accurately cut spur design shall be provided to eliminate all possible end thrust.

PUMP MOUNTING

The pump shall be bolted to steel angles in the pump module, using grade 8 bolts.

DRIVELINES

Hollow-tube drivelines and universals shall be properly matched to the engine and transmission output torque ratings.

SHOP NOTES>>All manual drains shall be Class 1 Model #34BV, 3/4" ball valve with quarter turn cast T-handle.

1250 GPM FIRE PUMP SPECIFICATIONS

The centrifugal type fire pump shall be a Hale model DSD midship mounted with a rated capacity of 1250 GPM. The pump shall meet NFPA 1901 requirements.

The pump shall be certified to meet the following deliveries:

- 1250 GPM @ 150 PSI
- 1250 GPM @ 165 PSI
- 875 GPM @ 200 PSI
- 625 GPM @ 250 PSI

GATED 6" INTAKE -- LEFT SIDE PUMP PANEL

One (1) 6" gated suction intake shall be installed behind the left side pump panel. Intake shall be gated with an Akron Model 7960 electrically operated 6" butterfly valve, controlled at the pump operator's panel. The valve operating mechanism shall prevent movement of the valve from the fully closed position to the fully open position or vice versa, in less than three seconds. The valve control shall have a colored identification label.

A pressure dump/relief valve shall be included that is factory preset at 125 PSI and field adjustable from 75 to 250 PSI. The pressure dump/relief valve shall provide over-pressure protection for the suction hose even when the intake valve is closed. The outlet of the dump/relief valve shall be 2.5" in diameter to allow directing the discharge flow away from the pump operator's position.

An inlet fitting with 6" NST thread shall be provided, complete with a removable strainer screen.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) 6" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles.

GATED 6" INTAKE -- RIGHT SIDE PUMP PANEL

One (1) 6" gated suction intake shall be installed behind the right side pump panel. Intake shall be gated with an Akron Model 7960 electrically operated 6" butterfly valve, controlled at the pump operator's panel. The valve operating mechanism shall prevent movement of the valve from the fully closed position to the fully open position or vice versa, in less than three seconds. The valve control shall have a colored identification label.

A pressure dump/relief valve shall be included that is factory preset at 125 PSI and field adjustable from 75 to 250 PSI. The pressure dump/relief valve shall provide over-pressure protection for the suction hose even when the intake valve is closed. The outlet of the dump/relief valve shall be 2.5" in diameter to allow directing the discharge flow away from the pump operator's position.

An inlet fitting with 6" NST thread shall be provided, complete with a removable strainer screen.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) 6" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles.

FIRE PUMP MECHANICAL WATER SEAL

The Hale fire pump shall have a high quality, self-adjusting, maintenance free mechanical seal.

PNEUMATIC PUMP SHIFT

The pump shift shall be air operated and shall incorporate an air cylinder with an actuating switch to shift from road to pump and back. The pump shift valve shall be supplied with the pump by the pump manufacturer.

The pump shift switch shall be mounted in the cab and identified as "Pump Shift" and include instructions permanently inscribed on the pump shift switch plate. The In-Cab operating switch uses a spring loaded lock to prevent it from accidentally being moved.

*A "Pump Engaged" indicator shall be provided in the driving compartment to indicate that the pump shift has been successfully completed.

*An "Ok to Pump" indicator shall be provided in the driving compartment to indicate that the pump is engaged, the chassis transmission is in pump gear, and the parking brake is engaged.

*A "Throttle Ready" indicator shall be provided at the pump operator's panel that indicates that the apparatus is in "OK to Pump" mode or that the chassis transmission is in neutral and the parking brake is engaged.

*An interlock system shall be provided to prevent advancement of the engine speed at the pump operators panel unless the chassis transmission is in neutral and the parking brake is engaged, or the apparatus is in "OK to Pump" mode.

*Controls for the pump shift are to be in the cab, and easily accessible.

SHOP NOTES>>>The pump shift shall be mounted in a bracket off the driver side of the Havis

FIRE PUMP ANODE

Two (2) Hale Fire Pump Alloy Anode(s) shall be installed to reduce corrosion. The anode shall be a bolt-in or screw-in type and easily replaceable.

SHOP NOTES>>>One for the suction side and one for the discharge side.

FIRE PUMP PRIMER

The fire pump shall be equipped with a Hale model #ESP oil-less electrically driven priming pump. The unit shall be a positive displacement vane type. A Hale PV priming control shall be located at the pump operator's panel and when pulled it shall open the priming valve and start the priming motor.

The pump shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. The priming system shall comply with applicable sections of NFPA standards.

PRESSURE RELIEF VALVE

The Hale fire pump shall be equipped with a model P30 automatic pressure control device. The bronze relief valve shall be a variable pressure setting valve with ample capacity to prevent undue pressure rise per applicable NFPA standards.

The relief valve shall be normally closed and shall open against pump pressure with a control light to signal the opening. In the event of relief valve control failure, the pump is to remain operational for the complete range of the pump's rated capacity without requiring the closing of any emergency or "IN CASE OF FAILURE" control valves.

The relief valve control wheel, nameplate, and indicator light shall be mounted on the pump panel.

ENGINE THROTTLE

The apparatus shall be equipped with one (1) vernier remote throttle control. The operation of the remote throttle shall consist of seven full turns from idle to full RPM engine speed. The throttle shall have an emergency idle red center button to quickly return the engine to idle when depressed.

ENGINE MONITOR

The apparatus shall be equipped with one (1) Class1 ENFO IV Engine Information Display and be installed on the pump panel. The ENFO IV shall provide engine RPM, system voltage display and alarm, engine oil pressure display and alarm, and engine temperature display and alarm. The ENFO IV is available in either English or Metric and uses the SAE J-1939 data bus for its information and does not require any additional sensors to be mounted.

PUMP ANODES

There shall be sacrificial, zinc anodes in the pump steamer ports which shall protect the pump and piping from electrolysis. These anodes shall also act as screens.

PUMP PLUMBING SYSTEM

The fire pump plumbing system shall be of rigid stainless steel pipe or flexible piping with stainless steel fittings. Mechanical grooved couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Flexible hose couplings shall be threaded stainless steel or mechanical grooved coupling connections.

The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards. The test results shall be included in the delivery documentation.

FIRE PUMP MASTER DRAIN

The fire pump plumbing system and fire pump shall be piped to a single push-pull type master pump drain assembly.

ADDITIONAL LOW POINT DRAINS

The plumbing system shall be equipped with additional low point manually operated drain valves to allow total draining of the fire pump plumbing system. These valves shall be accessible from the side of the vehicle and labeled.

STAINLESS STEEL INTAKE MANIFOLD

The suction manifold assembly shall be fabricated with Schedule #10 type 304 stainless steel. All threaded fittings shall be a minimum of Schedule 10 stainless steel. The suction manifold assembly shall have radiused sweep elbows to minimize water turbulence into the suction volute. The suction manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling.

The stainless steel manifold assembly shall have a ten (10) year warranty.

STAINLESS STEEL DISCHARGE MANIFOLD

The discharge manifold assembly shall be fabricated with minimum of Schedule #10 Type 304 stainless steel. All threaded fittings shall be a minimum of Schedule #40 stainless steel. The discharge manifold assembly shall have radiused sweep elbows to minimize water turbulence. The manifold shall be welded and pressure tested prior to installation. The stainless steel manifold inlet shall be attached to the pump discharge and have additional brackets as required to support the discharge manifold, valves and related components.

The stainless steel manifold assembly shall have a ten (10) year warranty.

FIRE PUMP & PLUMBING SYSTEM PAINTING

The fire pump and plumbing system shall be painted by the fire apparatus manufacturer. The fire pump and the plumbing shall be painted metallic silver.

HOSE THREADS

The hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intakes and discharges.

WATER TANK TO PUMP LINE

One (1) 3" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 3" piping, and with flex hose and stainless steel hose clamps. The tank to pump line shall be equipped with a check valve to prevent pressurization of the water tank.

The line shall be flow tested during the fire pump testing and shall meet applicable requirements of NFPA standards.

The tank to pump valve shall be controlled at the pump operator's panel.

The valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

One (1) Akron valve with a Class 1 manually operated, swing-type and control at the top mount pump panel console shall be provided on the intake. The valve shall be equipped with a color-coded name plate.

FIRE PUMP TO WATER TANK FILL LINE

One (1) 2" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve with 2" piping and flex hose to tank. The valve control handle shall have a nameplate located near the valve control.

The valve shall be an Akron 8000 Series two-inch (2") valve with a stainless ball.

One (1) Akron valve with a Class 1 manually operated, swing-type and control at the top mount pump panel console shall be provided on the intake. The valve shall be equipped with a color-coded name plate.

FIRE PUMP SPLIT SHAFT DRIVESHAFTS AND INSTALLATION

The mid-ship split shaft fire pump shall be installed and shall include installation of the fire pump, modification and/or fabrication of new drivelines and all pump-mounting brackets. The drive shaft(s) shall be spin balanced prior to final installation.

UNDERWRITERS LABORATORIES FIRE PUMP TEST

The pump shall undergo an Underwriters Laboratories Incorporated test per applicable sections of NFPA standards, prior to delivery of the completed apparatus.

The UL acceptance certificate shall be furnished with the apparatus on delivery.

FIRE PUMP TEST LABEL

A fire pump performance and rating label shall be installed on the fire apparatus pump panel. The label shall denote levels of pump performance and testing completed at factory. These shall include GPM at net pump pressure, RPM at such level, and other pertinent data as required by applicable NFPA standards. In addition, the pressure control device, tank to pump flow tests, and other required testing shall be completed.

In addition, the entire pump, suction and discharge passages shall be hydrostatically tested to a pressure as required by applicable NFPA standards. The pump shall be fully tested at the pump manufacturer's factory to the performance specifications as outlined by applicable NFPA standards. Pump shall be free from objectionable pulsation and vibration.

If applicable, the fire pump shall be tested and rated as follows:

- 100% of rated capacity at 150 pounds net pressure.
- 70% of rated capacity at 200 pounds net pressure.
- 50% of rated capacity at 250 pounds net pressure.
- 100% or rated capacity at 165 pounds net pressure.

HIGH ALTITUDE FIRE PUMP TEST

The pump shall be capable of flowing full pump rating at a higher than standard altitude. The altitude for the delivered apparatus shall be: 3,256 feet above sea level.

INTAKE RELIEF/DUMP VALVE

One (1) **Hale Model SS**, 2-1/2" intake relief/dump valve preset at 125 psi shall be permanently installed on the suction side of the fire pump. The valve shall have an adjustment range of 75 psi to 250 psi, and shall be designed to automatically self-restore to a non-relieving position when excessive pressure is no longer present.

Discharge side of the intake relief valve shall be plumbed away from the pump operator.

FIRE PUMP COOLING

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This pump cooling re-circulation line shall be controlled at the pump panel by a quarter-turn in-line ball valve with mini-twist control handle. The control handle shall be labeled "PUMP COOLING". There shall be a check valve installed in the pump cooler line to prevent tank water from back flowing into the pump when it is not in use.

CHASSIS ENGINE HEAT EXCHANGER COOLING SYSTEM

The apparatus shall be equipped with a heat exchanger for supplementary chassis engine cooling during fire pump operations. A manually operated quarter-turn in-line ball valve with mini-twist control handle mounted at the pump panel shall direct water from the fire pump to the heat exchanger that is mounted in the engine radiator cooling hose. The system shall provide cooling water from the fire pump to circulate around the engine radiator coolant without mixing or coming in direct contact with the engine coolant. The unit shall be installed by the chassis manufacturer and connected to the plumbing system by the fire apparatus manufacturer.

The control shall be identified with a chrome bezel label assembly labeled, "AUXILIARY ENGINE COOLER".

LEFT SIDE -- 2-1/2" GATED INTAKE

One (1) 2-1/2" gated suction intake shall be installed on left side pump panel to supply the fire pump from an external water supply. The control valve shall be a quarter turn ball valve and shall have 2-1/2" NST female thread of chrome plated brass.

The intake shall be equipped with a 3/4" drain and bleeder valve. A nameplate label and removable screen shall be installed.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) 2-1/2" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain or cable securement.

SHOP NOTES>>Self venting Plug.

The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) Akron valve with a Class 1 manually operated, swing-type and control at the top mount pump panel console shall be provided on the intake. The valve shall be equipped with a color-coded name plate.

RIGHT SIDE -- 2-1/2" GATED INTAKE

One (1) 2-1/2" gated suction intake shall be installed on right side pump panel to supply the fire pump from an external water supply. The control valve shall be a quarter turn ball valve and shall have 2-1/2" NST female thread of chrome plated brass.

The intake shall be equipped with a 3/4" drain and bleeder valve. A nameplate and removable screen shall be installed.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) 2-1/2" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain or cable securement.

The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) Akron valve with a Class 1 manually operated, swing-type and control at the top mount pump panel console shall be provided on the intake. The valve shall be equipped with a color-coded name plate.

FRONT BUMPER -- 1-1/2" CROSSLAY DISCHARGES

Two (2) 1-3/4" front bumper crosslays installed at the bumper deck area. The discharges shall be supplied by 2" quarter turn full flow ball valves at the pump panel. The discharges shall terminate with a swivel with 2" NPT female x 1-1/2" male NST hose threads. The swivel shall be mounted in the base of hose bed and plumbing shall not hang below the bumper level.

The plumbing shall be high pressure flexible hose with abrasion resistant support mountings. Auxiliary low point drains shall be provided on the discharge lines.

Each crosslay hosebed shall be constructed of smooth aluminum with a minimum capacity of 200 feet of fire department supplied 1-3/4" diameter double jacket hose and nozzle.

The hosebed grating shall be equipped with drain holes. A full width removable aluminum hosebed partition shall be installed in the center of the bed.

SHOP NOTES>>>Labels to be "RED" for the front preconnect and "YELLOW" for the rear preconnect.

FRONT BUMPER HOSEWELL

One (1) recessed full width hosewell compartment constructed from smooth aluminum shall be installed in the front bumper extension. Water drain holes shall be drilled in the bottom.

COMPARTMENT MATTING

The bumper compartment floors shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking units, 12 x 12 square by 3/4" thick. This material shall be resistant to temperature, ultra-violet radiation, mechanical impacts, chemical actions and corrosion free.

BUMPER COMPARTMENT DOOR

The front bumper compartment shall be equipped with a raised aluminum treadplate door for the full width of the compartment.

BUMPER COMPARTMENT DOOR SHOCK

A gas shock shall be supplied to hold the front bumper compartment door in the open position.

A Class 1 automatic type 3/4" bleeder valve shall be installed.

The specified valve shall be an Akron 8000 Series two-inch (2") valve with a stainless ball.

Two (2) manually operated swing type valve with Class 1 control at the top mount pump panel console shall be installed on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped with a color-coded name plate.

Two (2) 2-1/2" Class 1 discharge pressure gauge (-30-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

LEFT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the left side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) manually operated swing type valve with Class 1 control at the top mount pump panel console shall be installed on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped with a color-coded name plate.

One (1) 2-1/2" Class 1 discharge pressure gauge (-30-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

LEFT SIDE PUMP PANEL -- 3" x 4" DISCHARGE

One (1) 3" discharge shall be installed on the left side pump panel area and shall be controlled by a full flow 3" slow-close quarter turn ball valve. The discharge shall have 4" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) lightweight aluminum elbow with rocker lugs shall be provided with 4" NST swivel female x 4" NST male hose threads.

One (1) 4" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

One (1) Akron valve equipped with an Akron Navigator 9325 controller and a 12 volt electric motor actuator shall be provided on the specified 3" discharge. The controller shall be push button type and provide position indication through a full color backlit LCD display. It shall have manual adjustment of the brightness as well as an auto-dimming option.

In addition to the open and close buttons, the controller shall have three additional buttons that shall be available to be used for preset selection, preset activation, and menu navigation. The controller shall include a **digital pressure gauge and digital flow meter** on the LCD display. If equipped with CAFS, the unit must also be capable of turning on and off the electric CAFS solenoid. A color-coded name plate shall be installed over the valve control.

RIGHT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the right side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) manually operated swing type valve with Class 1 control at the top mount pump panel console shall be installed on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped with a color-coded name plate.

One (1) 2-1/2" Class 1 discharge pressure gauge (-30-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

RIGHT SIDE PUMP PANEL -- 3" x 4" DISCHARGE

One (1) 3" discharge shall be installed on the right side pump panel area and shall be controlled by a full flow 3" slow-close quarter turn ball valve. The discharge shall have 4" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) lightweight aluminum elbow with rocker lugs shall be provided with 4" NST swivel female x 4" NST male hose threads.

SHOP NOTES>>Kochek KE4R4

One (1) 4" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

SHOP NOTES>>Kochek CP4052

The specified valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

One (1) Akron valve equipped with an Akron Navigator 9325 controller and a 12 volt electric motor actuator shall be provided on the specified 3" discharge. The controller shall be push button type and provide position indication through a full color backlit LCD display. It shall have manual adjustment of the brightness as well as an auto-dimming option.

In addition to the open and close buttons, the controller shall have three additional buttons that shall be available to be used for preset selection, preset activation, and menu navigation. The controller shall include **a digital pressure gauge and digital flow meter** on the LCD display. If equipped with CAFS, the unit must also be capable of turning on and off the electric CAFS solenoid. A color-coded name plate shall be installed over the valve control.

REAR LEFT SIDE -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the left side rear panel of the apparatus body and shall be controlled by a quarter turn ball valve on the pump panel. The discharge shall have 2-1/2" NPT x 2-1/2" NST male hose threads. The outlet shall be equipped with an engraved nameplate label shall be installed adjacent the valve control handle.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A

chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) manually operated swing type valve with Class 1 control at the top mount pump panel console shall be installed on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped with a color-coded name plate.

One (1) 2-1/2" Class 1 discharge pressure gauge (-30-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

REAR RIGHT SIDE -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the right side rear panel of the apparatus body and shall be controlled by a quarter turn ball valve on the pump panel. The discharge shall have 2-1/2" NPT x 2-1/2" NST male hose threads. The outlet shall be equipped with an engraved nameplate label shall be installed adjacent the valve control handle.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) manually operated swing type valve with Class 1 control at the top mount pump panel console shall be installed on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped with a color-coded name plate.

One (1) 2-1/2" Class 1 discharge pressure gauge (-30-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

3" MONITOR DISCHARGE

One (1) 3" discharge shall be piped to the area over the pump enclosure with 3" NPT male threads provided. The pipe shall be equipped with Victaulic couplings (if necessary) and shall be properly secured to prevent movement when a monitor or deck gun is attached. The quarter turn ball valve shall be controlled on pump panel.

A color coded nameplate label shall be provided adjacent the valve control handle.

A Class 1 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a 1"x 1 1/2" recessed ID label provision.

The specified valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

One (1) Akron valve with a Class 1 manually operated swing type and control at the top mount pump panel console shall be provided on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The discharge shall be equipped with a slow-close device. The valve shall be equipped color-coded name plate.

One (1) 2-1/2" Class 1 discharge pressure gauge (-30-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

ELECTRIC MONITOR

One (1) Akron #344002010 DeckMaster electric monitor shall be provided.

The monitor shall include the UII control system and the panel mounted control box.

MASTER STREAM NOZZLE

One (1) Akron Model #1577 master stream nozzle shall be provided. This nozzle shall accommodate the fluctuating flows of to 1250 GPM. The stream pattern shall be controlled by a 12-volt electric motor for an infinite pattern selection from straight stream to a wide full fog. The nozzle shall be equipped with a 2-1/2" NH swivel base.

ELECTRIC REWIND HOSE REEL

One (1) Hannay painted steel hose reel with leak proof ball bearing swing joint, adjustable friction brake, electric rewind shall be installed. The reel shall be plumbed with wire reinforced, high-pressure hose coupled. The reel shall be bolted to a mounting system for easy service or removal.

The hose reel is to be mounted in the lower rear body compartment.

A push button hose reel rewind switch shall be installed to control the electric rewind hose reel. The exact location shall be determined at construction.

One (1) 1-1/2" discharge shall be provided and piped from the fire pump to the hose reel with flexible high pressure hose. The quarter turn ball valve shall be controlled on pump panel. A color-coded nameplate label shall be provided near the valve control handle.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

The specified hose reel shall be piped to the normal pressure side of the fire pump.

The specified valve shall be an Akron 8000 Series one and one half-inch (1-1/2") valve with a stainless ball.

One (1) manually operated swing type valve with Class 1 control at the top mount pump panel console shall be installed on the specified discharge. The up and down movement control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped with a color-coded name plate.

One (1) 2-1/2" IC discharge pressure gauges (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

50' foot length(s) of 1" water hose with pin lug couplings and 800 PSI working pressure shall be provided and mounted on the specified hose reel.

100' foot length(s) of 1" water hose with pin lug couplings and 800 PSI working pressure shall be provided and mounted on the specified hose reel.

One (1) stainless steel roller assembly shall be provided on the rear hose reel.

VERTICAL HOSE ROLLER

Two (2) vertically mounted stainless steel roller assembly shall be installed in the following location:

SHOP NOTES>>One either side of the compartment door opening.

HOSE REEL PAINTING

The hose reel(s) shall be painted silver grey.

FOAM PRO FOAM SYSTEM

One (1) FoamPro part number S105-2002 electronic foam proportioning system shall be provided. The system shall be capable of using Class A and most Class B foam concentrates. The foam proportioning operation shall be designed for direct measurement of water flows, and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a digital electronic control display suitable for installation on the pump panel. There shall be a microprocessor incorporated within the electronic controls that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump.

Paddlewheel-type flowmeter(s) shall be installed in the discharges specified to be "foam capable". When the use of more than one (1) flowmeter is required, an electronic interface module will be provided to total these flows and send the flow total to the microprocessor in the computer control module.

The digital computer control display shall enable the pump operator to perform the following control and operation functions for the foam proportioning system:

- Provide push-button control of foam proportioning rates from 0.1% to 3%, in 0.1% increments
- Show current flow-per-minute of water

- Show total volume of water discharged during and after foam operations are completed
- Show total amount of foam concentrate consumed
- Simulate flow rates for manual operation
- Perform setup and diagnostic functions for the computer control microprocessor
- Flash a "low concentrate" warning when the foam concentrate tank (s) become low
- Flash a "no concentrate" warning and shut the foam concentrate pump off, preventing damage to the pump, should the foam tank(s) become empty

A 12-volt electric motor driven positive displacement foam concentrate pump shall be provided and installed in an accessible location. The pump capacity range shall be 0.1 to 5 GPM (9.5L/min) at 150 PSI with a maximum operating pressure up to 400 PSI (27.6 BAR). The system shall draw a maximum of 40 amps at 12 volts. An electronic driver for the pump motor shall be mounted to the base of the pump and shall receive signals from the computer control display, and regulate the 3/4 horsepower (.56 Kw) electric motor directly coupled to the concentrate pump in a variable speed duty cycle to ensure that the correct proportion of concentrate, preset by the pump operator is injected into the water stream.

A full flow check valve shall be provided to prevent foam contamination of the fire pump and water tank or water contamination of the foam tank.

Components of the complete proportioning system as described above shall include:

- Operator control and display
- Paddlewheel flowmeter(s)
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam injection check valve
- Main waterway check valve

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to meet applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards. The system shall be third party tested to certify compliance with RFI/EMI emissions per MIL-STD-416E.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

CONTROL CONNECTION CABLE FOR FOAM SYSTEM

The FoamPro 2002 Series foam system shall be provided with a twelve (12) foot control cable from the controller to the foam pump assembly.

PUMP PANEL CONTROL FOR FOAM SYSTEM

The FoamPro 2002 Series foam system shall be provided with pump panel mounted control assembly.

INSTRUCTION AND RATING LABEL -- FOAM SYSTEM

A FoamPro part number 6032-0021 instruction and system rating label shall be provided. The label shall display information for a FoamPro 2002 Series foam system and shall meet applicable sections of NFPA standards.

SCHEMATIC LABEL -- FOAM SYSTEM

A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 2002 foam system layout and shall meet applicable sections of the NFPA standards.

SHOP NOTES>>Plumbed to the two (2) speedlay, jumpline, 2-1/2" rear and hose reel discharges.

FOAM PRO -- MANUAL DUAL TANK SELECTOR VALVE

The FoamPro foam system shall be equipped with a manual dual tank control system, providing dual tank switching via a manual control handle located on the driver's side pump panel. The dual tank valve shall also provide a clean water flush to the foam concentrate pump when selected between the foam tank changeover, to prevent concentrate mixing and possible jelling.

INTEGRAL CLASS A FOAM TANK -- 30 GALLON

One (1) thirty (30) gallon Class A foam tank shall be installed within the water tank. The non-corrosive foam tank shall meet applicable sections of NFPA standards. The foam concentrate tank shall be provided with sufficient wash partitions so that the maximum dimension perpendicular to the plane of any partition shall not exceed 36 inches. The swash partition(s) shall extend from wall to wall and cover at least 75 percent of the area of the plane of the partition.

The foam concentrate tank shall be provided with a fill tower or expansion compartment having a minimum area of 12 square inches and having a volume of not less than 2 percent of the total tank volume. The fill tower opening shall be protected by a completely sealed air-tight cover. The cover shall be attached to the fill tower by mechanical means. The fill opening shall be designed to incorporate a 1/4 inch removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped directly to the bottom of the tank to minimize aeration without the use of funnels or other special devices.

The foam tank fill tower shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "FOAM TANK FILL" shall be placed at or near any foam concentrate tank fills opening. A label shall be placed at or near any foam concentrate tank fill opening that specifies the type of foam concentrate the system is designed to use. Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, and a warning message that reads "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

The foam concentrate tank outlet connection shall be designed and located to prevent aeration of the foam concentrate and shall allow withdrawal of 80 percent of the foam concentrate tank storage capacity under all operating conditions with the vehicle level.

The foam tank(s) shall be fabricated by United Plastic Fabricating.

FOAM TANK DRAIN -- UNDER TANK

The foam tank shall have one (1) 1" gate valve drain provision installed.

CLASS A FOAM TANK LEVEL GAUGE

The apparatus shall be equipped with one (1) Innovative Controls SL Series Tank Level Monitor System shall be installed. The system shall include an electronic display module, a pressure transducer-based sender unit, and a 15' connection cable. The display module shall show the volume of Class A foam in the tank using 14 super bright easy-to-see LEDs arranged to easily distinguish the tank level at a glance. Tank level indication is enhanced by the use of green LEDs at the full and near-full levels, amber LEDs between $\frac{3}{4}$ and $\frac{1}{4}$ tank levels, and red LEDs at the near-empty and empty levels. The electronic display module shall be waterproof and shock resistant being encapsulated in a urethane-based potting compound. The potted display module shall be mounted to a chrome plated panel-mount bezel with a durable easy-to-read polycarbonate insert featuring red graphics and a foam icon.

All programming functions shall be accessed and performed from the front of the display module. The programming includes self-diagnostics, manual or self-calibration, and networking capabilities to connect remote slave displays. Low tank level warnings shall include flashing red LEDs starting below the $\frac{1}{4}$ level, down-chasing LEDs when the tank is almost empty, and an output for an audible alarm.

The display module shall receive an input signal from a pressure transducer. This stainless steel sender unit shall be installed on the outside of the foam tank near the bottom. All wiring, cables and connectors shall be waterproof without the need for sealing grease.

Location of Class A foam tank level monitor shall be at the pump panel.

INTEGRAL CLASS B FOAM TANK -- 30 GALLON

One (1) thirty (30) gallon Class B foam tank shall be installed within the water tank. The non-corrosive foam tank shall meet applicable sections of NFPA standards. The foam concentrate tank shall be provided with sufficient wash partitions so that the maximum dimension perpendicular to the plane of any partition shall not exceed 36 inches. The swash partition(s) shall extend from wall to wall and cover at least 75 percent of the area of the plane of the partition.

The foam concentrate tank shall be provided with a fill tower or expansion compartment having a minimum area of 12 square inches and having a volume of not less than 2 percent of the total tank volume. The fill tower opening shall be protected by a completely sealed air-tight cover. The cover shall be attached to the fill tower by mechanical means. The fill opening shall be designed to incorporate a 1/4 inch removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped directly to the bottom of the tank to minimize aeration without the use of funnels or other special devices.

The foam tank fill tower shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "FOAM TANK FILL" shall be placed at or near any foam concentrate tank fills opening. A label shall be placed at or near any foam concentrate tank

fill opening that specifies the type of foam concentrate the system is designed to use. Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, and a warning message that reads "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

The foam concentrate tank outlet connection shall be designed and located to prevent aeration of the foam concentrate and shall allow withdrawal of 80 percent of the foam concentrate tank storage capacity under all operating conditions with the vehicle level.

The foam tank(s) shall be fabricated by United Plastic Fabricating.

FOAM TANK DRAIN -- UNDER TANK

The foam tank shall have one (1) 1" gate valve drain provision installed.

CLASS B FOAM TANK LEVEL GAUGE

The apparatus shall be equipped with one (1) Innovative Controls SL Series Tank Level Monitor System shall be installed. The system shall include an electronic display module, a pressure transducer-based sender unit, and a 15' connection cable. The display module shall show the volume of Class B foam in the tank using 14 super bright easy-to-see LEDs arranged to easily distinguish the tank level at a glance. Tank level indication is enhanced by the use of green LEDs at the full and near-full levels, amber LEDs between $\frac{3}{4}$ and $\frac{1}{4}$ tank levels, and red LEDs at the near-empty and empty levels. The electronic display module shall be waterproof and shock resistant being encapsulated in a urethane-based potting compound. The potted display module shall be mounted to a chrome plated panel-mount bezel with a durable easy-to-read polycarbonate insert featuring red graphics and a foam icon.

All programming functions shall be accessed and performed from the front of the display module. The programming includes self-diagnostics, manual or self-calibration, and networking capabilities to connect remote slave displays. Low tank level warnings shall include flashing red LEDs starting below the $\frac{1}{4}$ level, down-chasing LEDs when the tank is almost empty, and an output for an audible alarm.

The display module shall receive an input signal from a pressure transducer. This stainless steel sender unit shall be installed on the outside of the foam tank near the bottom. All wiring, cables and connectors shall be waterproof without the need for sealing grease.

Location of Class A foam tank level monitor shall be at the pump panel.

FOAM TANK RE-FILL SYSTEM

One (1) Hale EZ-Fill foam concentrate refill system shall be installed on the apparatus. The system shall permit refilling of the on-board A & B foam tanks from an outside foam container or cell. The system does not require the operator to climb to the top of the apparatus with foam buckets to access the foam tank fill tower.

The system shall include an integral 12 volt electric pump, pump control panel, positive displacement foam pump, piping from the panel to the foam tank and a means to flush the system after use.

An on-off switch with label shall be provided on the control panel. The inlet connection on the side of the apparatus shall permit use of an intake suction hose and shall be covered with a dust cap.

FOAM SYSTEM DESIGN AND PERFORMANCE REQUIREMENTS

The proportioning system shall be capable of proportioning foam concentrate in accordance with the foam concentrate manufacturer's recommendations for the type of foam concentrate used in the system over the system's design range of flow and pressures. The foam proportioning system water flow characteristics and the range of proportioning ratio shall be specified as noted herein. The latest foam system shall be in compliance with applicable NFPA standards as it relates to this specified system

Plumbing and Strainer

The foam concentrate supply line shall be non-collapsible. A means shall be provided to prevent water back flow into the foam proportioning system and the foam concentrate storage tank.

A strainer or filter shall be provided on the foam concentrate supply side of the foam proportioner to prevent any debris that might affect the operation of the foam proportioning system from entering the system. The strainer assembly shall consist of a removable straining element, housing, and retainer. The strainer assembly shall allow full flow capacity of the foam supply line.

Flushing

A foam concentrate system flush line shall be provided as required by the foam system manufacturer. A means shall be provided in the flush line to prevent water backflow into the foam concentrate tank or water tank during the flushing operation.

Foam System Controls

The foam proportioning system operating controls shall be located at or near the pump operator's position and shall be clearly identified. Foam proportioning system shall be provided with accessible controls to completely flush the system with water according to the manufacturer's instructions.

Labels and Instructions

An instruction plate shall be provided for the foam proportioning system that include, at a minimum, piping schematic of the system and basic operating instructions. Labels that are marked clearly with the identification and function shall be provided for each control, gauge, and indicator related to the foam proportioning system.

A label shall be provided on the pump operator's panel that identifies the type of foam concentrate that the foam proportioning system is designed to use. It shall also state the minimum/maximum foam proportioning rate at the minimum/maximum foam proportioning rated system flow and pressure.

Two (2) copies of an operations and maintenance manual shall be provided. They shall include a complete diagram of the system together with operating instructions and details outlining all recommended maintenance procedures.

Foam System Testing

The accuracy of the foam proportioning system shall be certified by the foam equipment manufacturer and also tested by the installer prior to delivery of the apparatus in compliance to NFPA standards.

TOP MOUNT PUMP ENCLOSURE

The top mount pump enclosure shall be removable and supported from the chassis frame rails. This enclosure will allow independent flexing of the pump enclosure from the body and allow for quick removal. The support structure shall be constructed of extruded aluminum tubing and angle. All pump intake discharge controls are to be mounted above the fire pump at a top mounted operator's control panel to provide around-the-truck visibility.

Access to the top mounted control panel shall be provided from both sides of the truck with a large full width walkway ahead of the control panel. The walkway and running boards shall be bolted in place and shall be constructed of slip-resistant NFPA compliant surfaces. There shall be four (4) rubber shock mounted lights furnished in the lower forward facing panel to illuminate the walkway.

Access to the plumbing area shall be provided from both sides of the truck with a large full width walkway ahead of the control panel. The fire pump, valves and controls shall be accessible for service and maintenance as required by applicable sections of NFPA standards. In addition, a removable aluminum tread plate panel shall be provided on vertical surface on the front surface of the pump enclosure.

Access handrails shall be 1-1/4" in diameter extruded aluminum with chrome plated end brackets shall be provided and installed on each side, for easy access to the walkway.

Engine gauges and master pump gauges shall be mounted on the gauge and valve control panel. Both the upper gauge panel and lower valve control panel to be full width and completely removable for access to the pump compartment. The valve controls and individual pressure gauges to be located on the lower flat surface of the valve control panel.

All valves and control handles shall have removable escutcheons for easy valve service without removing the entire panel.

The following controls and equipment shall be provided on the pump panel or within the pump enclosure:

- Primer.
- Pump and plumbing area service lights.
- Pressure control device and throttle control.
- Fire pump and engine instruments.
- Pump intakes and discharge controls.
- Master intake and discharge gauges.
- Tank fill control.
- Tank suction control.
- Water tank level gauge.
- Pump panel lights.

ANGLED PUMP HOUSE

The top control pump house shall be angled on each side at the walkway entry point.

FRONT ACCESS PUMP PANEL

A removable front access panel shall be installed on the front of the pump enclosure of the apparatus. The panel shall be constructed of aluminum tread plate and be fastened to the pump enclosure with push button or D-ring type latches.

SWING UP SAFETY BARS

The top mount walkway of the apparatus shall be equipped with a pair of FRC “Mansaver” safety bars. These fully automatic bars shall aid personnel in preventing from falling from the apparatus walkway. The spring loaded bars shall return to a safe position after each use, and shall be installed one each side at the outermost point on the walkway platform.

SHOP NOTES>>>The bars shall be mounted 40" from the walkway standing surface.

GRAB RAILS - WALKWAY

The top mount walkway of the apparatus shall be equipped with aluminum handrails 12-24” in length. These handrails shall aid personnel in boarding the apparatus walkway and be installed vertically, one (1) on each side.

GRAB RAILS - WALKWAY

The top mount walkway of the apparatus shall be equipped with aluminum handrails approximately 12” in length. These handrails shall aid personnel in boarding the apparatus walkway. These handrails shall be located approximately 60-64” above the running board and installed horizontally, one (1) on each side. The handrails may also be installed in an orientation that is parallel to top mount operator’s panel side profile.

FOLDING STEPS - WALKWAY

The top mount walkway of the apparatus shall be equipped with two (2) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish. These steps shall aid personnel in boarding the apparatus walkway and be installed one (1) on each side so the step surface height is located halfway between the running board surface and the walkway surface.

The serrated non-skid step traction area shall be greater than 42 sq. in. with an integral oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

COMPARTMENT UNDER WALKWAY -- LEFT SIDE

A compartment shall be provided under the top mount pump panel walkway, built into the upper step area of the left side of the apparatus. The compartment shall be constructed using 5052 .125” thick, smooth aluminum. An auxiliary aluminum step with light shall be installed on the compartment door. An aluminum diamond plate lift-up door with a stainless steel hinge shall be supplied to enclose the compartment. A gas spring shall be installed to hold the door in the open position. The gas spring shall be installed in an over-center arrangement allowing the gas spring along with a socket & plunger latch to hold the door in the closed position. The door shall be wired to activate the “DO NOT MOVE APPARATUS” light in the cab when open.

A removable louvered vent shall be provided in the compartment.

COMPARTMENT LIGHT

One (1) 8" long OnScene Solutions Access LED light shall be installed above the door opening and contain six LEDs per light producing approximately 30 lumens. The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications. The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

COMPARTMENT UNDER WALKWAY -- RIGHT SIDE

A compartment shall be provided under the top mount pump panel walkway, built into the upper step area of the right side of the apparatus. The compartment shall be constructed using 5052 .125" thick, smooth aluminum. An auxiliary aluminum step with light shall be installed on the compartment door. An aluminum diamond plate lift-up door with a stainless steel hinge shall be supplied to enclose the compartment. A gas spring shall be installed to hold the lid in the open position. The gas spring shall be installed in an over-center arrangement allowing the gas spring along with a socket & plunger latch to hold the door in the closed position.

The door shall be wired to activate the "DO NOT MOVE APPARATUS" light in the cab when open.

A removable louvered vent shall be provided in the compartment.

COMPARTMENT LIGHT

One (1) 8" long OnScene Solutions Access LED light shall be installed above the door opening and contain six LEDs per light producing approximately 30 lumens. The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications. The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

LEFT SIDE RUNNING BOARD -- TOP MOUNT PANEL

The left top mount pump panels shall be equipped with a side running board. The running board will extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab.

The running board shall be constructed of aluminum tread plate, bolted in place with stainless steel fasteners. The step surfaces shall be in compliance with applicable sections of NFPA requirements.

FOLDING STEP LEFT SIDE FRONT

A folding step of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications

for stepping surfaces and handhold.

The step shall be installed on the left side front compartment face.

SHOP NOTES>>Pump panel access

RIGHT SIDE RUNNING BOARD -- TOP MOUNT PANEL

The right top mount pump panel shall be equipped with a side running board. The running board will extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab.

The running board shall be constructed of aluminum tread plate, bolted in place with stainless steel fasteners. The step surfaces shall be in compliance with applicable sections of NFPA requirements.

FOLDING STEP RIGHT SIDE FRONT

A folding step of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

The step shall be installed on the right side front compartment face.

SHOP NOTES>>Pump panel access

PUMP ENCLOSURE ACCESS DOOR -- LEFT SIDE UPPER

A pump panel access door shall be provided on the upper left side of the side mount pump enclosure. The access door shall be as high and as wide as possible. The door shall be constructed of 14 gauge #304 brushed stainless steel with push button type latches.

SHOP NOTES>>hinged from the rear.

PUMP ENCLOSURE ACCESS DOOR -- RIGHT SIDE UPPER

A pump panel access door shall be provided on the upper right side of the side mount pump enclosure. The door shall be constructed of 14 gauge #304 brushed stainless steel with push button type latches.

SHOP NOTES>>hinged from the rear.

GAUGE PANEL -- TOP MOUNT

A gauge panel shall be provided on top of the top mount pump enclosure. The gauge panel shall be approximately 18" high and as wide as possible. The gauge panel shall be constructed of black thermoplastic covered aluminum and hinged. The gauge panel shall be held in the closed position with push button type latches.

PUMP PANELS -- TOP MOUNT

The lower left hand and right hand pump panels shall be constructed of 14 gauge #304 brushed stainless steel.

HINGED PUMP PANEL -- LEFT SIDE

The pump panel installed on the on the left hand side of the pump enclosure shall be hinged with push-button latches.

HINGED PUMP PANEL -- RIGHT SIDE

The pump panel installed on the on the right hand side of the pump enclosure shall be hinged with push-button latches.

PUMP PANEL COLOR TRIM PANELS

Innovative Controls intake and discharge trim rings shall be installed to the apparatus with mounting bolts. These bezel assemblies will be used to identify intake and discharge ports with color and verbiage. These trim rings are designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The specified assemblies feature a chrome-plated panel-mount bezel with durable UV resistant polycarbonate inserts. These UV resistant polycarbonate graphic inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. All insert labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards

LABELS

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel.

The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included.

The labels shall be provided with all information and be attached to the apparatus prior to delivery.

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

All labels, instruction panels and warnings shall be installed on the pump panel for safe operation of the pumping equipment and controls using Innovative Controls labels and bezel assemblies. These bezel assemblies will be used to identify intake and discharge controls with color and verbiage. The label and bezel assemblies are designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The specified assemblies feature a chrome-plated panel-mount bezel with durable UV resistant polycarbonate inserts. These UV resistant polycarbonate graphic inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. All insert labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards

SHOP NOTES>>>Labels to be "RED" for the front preconnect and "YELLOW" for the rear preconnect.

MIDSHIP PUMP PANEL LIGHTS -- LEFT SIDE

Three (3) Weldon #2025 or equal lights with clear lenses shall be installed under an instrument panel light hood on the left side pump panel. The lights shall be controlled by a switch located on the operator's instrument panel.

MIDSHIP PUMP PANEL LIGHTS -- RIGHT SIDE

Two (2) Weldon #2025 or equal lights with clear lenses shall be installed under an instrument panel light hood on the right side pump panel. The lights shall be controlled by a switch located on the operator's instrument panel.

PUMP PANEL LIGHTS -- TOP MOUNT

Three (3) Weldon #2025 or equal lights with clear lenses shall be installed under an instrument panel light hood along the full width of the top mount pump panel. On each side, the pump enclosure shall have two (2) lights with light hood, controlled by the switch on pump panel.

PUMP ENGAGED LIGHT

One (1) pump panel light shall be illuminated at the time the fire pump is engaged into operation. The remaining lights shall be controlled by a switch located on the operator's instrument panel.

MASTER DISCHARGE AND INTAKE GAUGES

Two (2) 4-1/2" diameter Class 1 discharge pressure and intake gauges (30"-0-600 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

The master gauges shall be fully filled with pulse and vibration dampening interlube to lubricate the internal mechanisms. This shall prevent lens condensation and will insure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit filled cases and to allow a rigid lens with a distortion free viewing area.

To prevent internal freezing and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature material and be sealed from the water system using an isolation Sub-Z diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

TEST TAPS

Test taps for pump intake and pump pressure shall be provided on the pump instrument panel and be properly labeled.

WATER TANK LEVEL GAUGE - PUMP PANEL

The apparatus shall be equipped with one (1) Innovative Controls SL Series Tank Level Monitor System shall be installed. The system shall include an electronic display module, a pressure transducer-based sender unit, and a 15' connection cable. The display module shall show the volume of water in the tank using 14 super bright easy-to-see LEDs to easily distinguish the tank level at a glance. Tank level indication is enhanced by the use of green LEDs at the full and near-full levels, amber LEDs between $\frac{3}{4}$ and $\frac{1}{4}$ tank levels, and red LEDs at the near-empty and empty levels. The electronic display module shall

be waterproof and shock resistant being encapsulated in a urethane-based potting compound. The potted display module shall be mounted to a chrome plated panel-mount bezel with a durable easy-to-read polycarbonate insert featuring blue graphics and a water icon.

All programming functions shall be accessed and performed from the front of the display module. The programming includes self-diagnostics, manual or self-calibration, and networking capabilities to connect remote slave displays. Low tank level warnings shall include flashing red LEDs starting below the ¼ level and an output for an audible alarm.

The display module shall receive an input signal from a pressure transducer. This stainless steel sender unit shall be installed on the outside of the water tank near the bottom. All wiring, cables and connectors shall be waterproof without the need for sealing grease.

Location of water tank level monitor shall be at the pump panel.

WATER TANK LEVEL LIGHTS

Two (2) Whelen PS-TANK vertically mounted LED lights shall be installed one each side of the cab to allow for monitoring the water tank level from a distance.

They shall be configured as follows:

- GREEN - Position 1 indicates FULL
- BLUE - Position 2 indicates 3/4
- AMBER - Position 3 indicates 1/2
- RED - Position 4 indicates 1/4

Each light shall remain illuminated until the water level drops below full 3/4, 1/2, or 1/4 levels. When the level drops below 1/4 the RED light will flash to indicate an empty tank. The Whelen PS-TANK water tank level lights shall be controlled with an Innovatic Controls remote driver.

HANDRAIL SIDE PUMP PANEL

Two (2) extruded aluminum non-slip handrails, approximately 18" in length, shall be provided and vertically mounted, one (1) each side on the side pump panel.

WATER TANK - 500 GALLON

The apparatus shall be equipped with a five-hundred (500) gallon polypropylene water tank. The tank shall be equipped with a four-inch (4") overflow pipe.

The apparatus shall be equipped with a polypropylene water tank. The tank body and end bulkheads shall be constructed of .75" thick, polypropylene, nitrogen-welded and tested inside and out. Tank construction shall conform to applicable NFPA standards. The tank shall carry a lifetime warranty.

The transverse and longitudinal .375" thick swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments.

The .5" thick cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the booster tank.

A combination vent/water fill tower shall be provided at front of the tank. The 0.5" thick polypropylene fill and overflow tower shall be equipped with a hinged lid and a removable polypropylene screen. The overflow tube shall be installed in fill tower and piped with a minimum schedule 40 PVC pipe through the tank.

The water tank sump shall be located in the forward area of the tank. There will be a schedule 40 polypropylene tank suction pipe from the front of the tank to the tank sump. The tank drain and clean out shall be located in the bottom of the tank sump. The sump shall have a minimum 3" threaded outlet on the bottom to be used for a combination clean out and drain.

The pump to tank refill connection shall be sized to mate with tank fill discharge line. A deflector shield inside the tank will also be provided.

The tank shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank must be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1" and a hardness of approximately 60 durometer. The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

A picture frame type cradle mount with a minimum of 2" x 2" x 1/4" mild steel, stainless steel, or aluminum angle shall be provided or the use of corner angles having a minimum dimension of 4" x 4" x 1/4" by 6" high are permitted for the purpose of capturing the tank.

Although the tank is designed on a free floating suspension principle, it is required that the tank have adequate vertical hold down restraints to minimize movement during vehicle operation. If proper retention has not been incorporated into the apparatus hose floor structure, an optional mounting restraint system shall be located on top of the tank, half way between the front and the rear on each side of the tank. These stops can be constructed of steel, stainless steel or aluminum angle having minimum dimensions of 3" x 3" x 1/4" and shall be approximately 6" to 12" long. These brackets must incorporate rubber isolating pads with a minimum thickness of 1/4" inch and a hardness of 60 durometer affixed on the underside of the angle. The angle should then be bolted to the body side walls of the vehicle while extending down to rest on the top outside edge of the upper side wall of the tank.

Hose beds floors must be so designed that the floor slat supports extend full width from side wall to side wall and are not permitted to drop off the edge of the tank or in any way come in contact with the individual covers where a puncture could occur. Tank top must be capable of supporting loads up to 200 lbs per sq. foot when evenly distributed. Other equipment such as generators, portable pumps, etc. must not be mounted directly to the tank top unless provisions have been designed into the tank for that purpose. The tank shall be completely removable without disturbing or dismantling the apparatus structure.

The tank construction shall include PolyProSeal™ technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method shall provide a liquid barrier, offering leak protection in the event of a weld compromise.

The tank shall be equipped with Polychromatic fill towers. The water fill tower shall be blue in color. The foam tank fill towers, if applicable, shall be yellow for foam A and green for foam B and black for any additional foam fill towers.

The water tank shall be certified for the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered.

The tank shall be manufactured by United Plastic Fabricating (UPF).

WATER TANK FILL TOWER

A fill tower measuring approximately 10" x 10" square shall be provided on the water tank.

Tank suction shall be located in a sump assembly located below the bottom of the tank, properly baffled to prevent surging of water. A 3" cleanout plug shall be provided in the bottom of the tank sump.

HOSEBED WIDTH

The width of the pumper body hosebed shall be 71".

ALUMINUM HOSEBED GRATING

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall have an anodized, radiused ribbed top surface. The slats shall be of widths approximately 3/4" high x 6" wide, space 1/2" apart and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

HOSE BED STORAGE CAPACITY

The hose bed shall be designed to have a storage capacity for a minimum of 30 cubic feet of fire department supplied fire hose.

The hose bed shall be designed to have storage capacity for twelve (12) 50-ft lengths of 2.5" Double Jacket fire hose.

The hose bed shall be designed to have storage capacity for ten (10) 100-ft lengths of 5" LDH Single Jacket rubber fire.

ALUMINUM HOSEBED DIVIDER

One (1) adjustable hosebed divider constructed of .250" aluminum shall be installed on the apparatus.

The divider shall be fully adjustable, mounted using extruded aluminum track at the rear and aluminum "C" channel tracks at the front of the divider for full side to side adjustment.

Each hosebed divider installed on the apparatus shall be provided with a hand hole cut-out approximately 3" wide x 8" long.

One (1) stationary hosebed partition shall be provided in the main hosebed, mounted left to right. The partition shall be fabricated of .190" smooth aluminum. Partition shall be bolted in place using stainless

steel fasteners to allow for ease of removal or relocation.

ALUMINUM BOX

There shall be a full width smooth aluminum box fabricated around the fill tower(s).

ALUMINUM HOSEBED COVER

Polished aluminum treadplate hosebed cover shall be furnished, extending the full length and width of the main hosebed.

Covers shall be fabricated of .125" polished aluminum treadplate with cross bracing for maximum strength, and to support the weight of a firefighter standing on the covers when closed. The cover shall be of the sloped design for proper water runoff. The cover is to be equipped with a full length stainless steel piano hinge. The hosebed cover shall include heavy duty stops to support them when in the opened position.

SHOP NOTES>>The doors shall be wired to activate the "DO NOT MOVE APPARATUS" light in the cab when open.

POWER OPERATED ALUMINUM HOSEBED COVER

The polished aluminum treadplate hosebed covers extending the full-length and width of the main hosebed shall be equipped with power operated actuator to open the cover. The hosebed cover shall include heavy-duty stops to support them when in the opened position.

SHOP NOTES>>The operating control switches for the covers shall be located at the right rear of the body.

MAIN HOSEBED DIVIDER

Two (2) stationary hosebed divider shall be provided in the main hosebed.

The hosebed divider shall be fabricated of 1/4" smooth aluminum sheet stock, pressed into a "T" shaped aluminum extrusion for added strength along the bottom and front edges of the divider.

Divider shall be bolted in place, front and rear, to allow for ease of removal or relocation.

SHOP NOTES>>42-1/2" from driver side hose bed wall.

HOSEBED LED LIGHTS

Four (4) 36" long OnScene Solutions Night Axe LED light shall be installed and contain 24 LEDs producing approximately 148 lumens per light (six LEDs and 37 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications. The light sticks shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The LED lights shall be recessed into the underside of the hinged aluminum hosebed covers to provide illumination for repacking of fire hose. The 12 volt LED lights shall be automatically controlled by a switch which activates upon opening of the door. The lights shall also be connected to the hazard light in the chassis cab to indicate when the hose bed covers are in the open position.

REAR VINYL FLAPS FOR ALUMINUM COVER

There shall be a vinyl flaps attached to each aluminum hosebed cover. The vinyl flaps shall cover the area on the rear of the hosebed from top to bottom. The flaps shall be independent of each other but attachable with velcro in the center. The bottom edge of the flap shall be secured utilizing a hook and loop fastening system.

SHOP NOTES>>Color RED.

BACKBOARD STORAGE AREA

Two (2) slide in storage rack shall be fabricated and attached to the underside of the aluminum hosebed cover. A mechanism for holding the backboard in place while in transit shall be supplied.

REAR VINYL FLAPS FOR ALUMINUM COVER

There shall be a vinyl flaps attached to each aluminum hosebed cover. The vinyl flaps shall cover the area on the rear of the hosebed from top to bottom. The flaps shall be independent of each other but attachable with velcro in the center. The bottom edge of the flap shall be secured utilizing a hook and loop fastening system.

BODY CONSTRUCTION

HEAVY DUTY EXTRUDED ALUMINUM BODY

To prevent possible interaction of dissimilar metals and to reduce the weight of the completed apparatus, the body and ALL STRUCTURAL SUPPORTS shall be constructed entirely of aluminum sheet and aluminum extrusions.

Aluminum extrusions or sheet aluminum of smaller thicknesses or lesser grades to those specified herein are not acceptable.

The aluminum extrusion alloy shall be 6061 with a temper rating of T6, and have a tensile strength of 45,000 PSI and yield strength of 40,000 pounds.

The smooth aluminum sheet material alloy shall be 5052 with a temper rating of H32, and have a tensile strength of 33,000 PSI and yield strength of 28,000 pounds.

The aluminum treadplate alloy shall be 3003 with a temper rating of H22, and have a tensile strength of 30,000 PSI and yield strength of 28,000 pounds.

All extrusions utilized in the body superstructure, substructure and framing shall be 6061-T6 alloy aluminum. All extrusions shall be beveled at each joint and all seams shall be electrically seam welded using #5356 alloy aluminum wire. For strength and rigidity, all aluminum sheets utilized in the apparatus body for structural support shall be a minimum of **3/16"** 5052-H32 alloy aluminum sheet.

FASTENERS

All fasteners use in the apparatus body shall be attached with Ny-Lok type fasteners.

All aluminum and stainless steel components shall be attached using stainless steel fasteners. Zinc or cadmium plated fasteners are not acceptable for use with any aluminum or stainless steel components on the vehicle.

Compartment door hinges, handrails and running boards shall be attached using a minimum of 1/4" diameter machine bolt fasteners. Fasteners used in nonstructural areas such as; door handles, trim moldings, gauge mounting, etc shall be 3/16" in diameter.

BODY SUPERSTRUCTURE CONSTRUCTION

All vertical and horizontal structural members of the outer apparatus body shall be constructed of no less than 4.00" by 12.00", 6061-T6 aluminum extrusions with a minimum .200" wall thickness fully welded together forming a unitized support system for the body and compartments. In order to provide a complete internal and integrated body super-structure, full height extruded structural members shall be provided at each corner of the apparatus and between each exterior equipment compartment.

EXTERIOR COMPARTMENT CONSTRUCTION

Compartment sides and walls shall be welded to the super-structure. Seams shall be sealed using an engineered grade polyurethane adhesive-sealant.

The compartments shall be designed to provide protected raceways for vertically hinged door fastener retention elements. This requirement shall eliminate the possibility of door hinge hardware from being damaged by or damaging equipment stored in the compartments.

The compartment door openings are to be full width of the compartment with no loss of space. The raceways shall be designed to allow door hardware removal by a single person with simple hand tools.

Full height access panels fastened with stainless steel fasteners shall be provided to access all wiring routed through vertical super-structure extrusions. There shall be no exposed wiring allowed within the compartment interiors.

Compartment flooring shall be constructed of a combination aluminum extrusion and aluminum treadplate welded in place to the extruded aluminum framework creating a double compartment floor for added strength. Due to the high usage and wear and tear caused by removal of equipment, only treadplate aluminum with a raised pattern will be acceptable for compartment flooring. Bolted or welded in smooth raw aluminum or painted aluminum does not meet the intent nor technical requirement of raised pattern treadplate.

The tops of the side exterior compartments shall be constructed of NFPA #1901 Standards compliant non-slip polished aluminum treadplate fastened to the body with stainless steel fasteners. Compartment tops that are welded in place do not meet the serviceability intent of this requirement.

SHELVING TRACKS

The vertical extrusions forming the framework of the side exterior compartmentation shall be designed to incorporate **FULLY RECESSED** adjustable shelving standards. Shelving tracks shall run full height of **ALL** side exterior equipment compartment.

The intent of this requirement is to allow full use of the available storage areas without the interference of shelving tracks extending into and reducing the interior widths of the compartments which will allow equipment to be stored within the full width of the compartment interiors.

Shelving, when specified, shall have a width of no less than .50" of the overall compartment width.

Adjustable shelving tracks welded or bolted onto interior walls of the compartments do not meet the intent of these specifications.

HOSE BODY CONSTRUCTION

To maintain strength and rigidity, the main hose body shall be completely framed with a minimum of 2.00" X 3.00" 6061-T6 alloy aluminum extrusions with a minimum wall thickness .156" on the three inch legs and a minimum wall thickness of .188" on the two inch legs. The hose body extrusions shall be welded to the super-structure framework, becoming an integral portion of a complete unitized support system. Sheet metal or sheet aluminum with double or triple formed breaks, does not meet the technical requirement of the specification in providing a complete hosebody framework and are not acceptable. Sides shall be constructed of aluminum sheet welded to the framework.

ELECTROLYSIS CORROSION CONTROL

The apparatus shall be assembled using ECK or electrolysis corrosion control, on all high corrosion potential areas, such as door latches, door hinges, trim plates, fenderettes, etc. This coating is a high zinc compound that shall act as a sacrificial barrier to prevent electrolysis and corrosion between dissimilar metals. This shall be in addition to any other barrier material that may be used.

All 1/4" diameter and smaller screws and bolts shall be stainless steel.

Due to the expected life of the vehicle, proposals will only be acceptable from manufacturers that include these corrosion features.

SIDE BODY HEIGHT

The side body height from the top of the rear tailboard to the top of the body shall be 85" high. This height may also be referred to as the hose bed riser height.

SIDE BODY HEADER

All high side compartment tops shall be NFPA approved non-slip treadplate with the side body header area above the compartment doors a smooth aluminum painted surface.

Lower or rear face compartments, if specified shall be provided with polished aluminum drip rails.

WHEEL WELL PANEL AND LINER

For ease of accessibility and maintenance, wheel well panels shall be double break formed painted smooth aluminum plate that is fully gasketed and bolted in place with stainless fasteners. Wheel wells shall be of the removable design so as to provide replacement in the event of damage. There shall be no visible bolt heads, retention nuts or fasteners on the exterior surface of the panel. Wheelwell panel shall be isolated from the apparatus body utilizing .25" nylon spacer blocks.

To fully protect the wheel well area from road debris and to aid in cleaning, a full depth (minimum of 24.00") radius wheel well liner constructed of exterior grade .25" black polyethylene sheet shall be provided. For ease of removal, the liner shall be held in place by a self-captive retention design. Due to

possible corrosion and contamination by road debris in the wheel well area a minimal number of mechanical fasteners shall be used to secure the wheel well liner at the front and rear edges.

FENDERETTES

The rear wheel wells shall be radius cut for a streamlined appearance. A polished type 304 stainless steel radius fenderette shall be furnished at each rear wheel well opening, held in place with concealed stainless steel fasteners with nylon isolators to prevent contact of the fastener with the wheelwell housing panel. A black rubber gasket shall be installed between the stainless fenderette and the apparatus body sides. Silicone caulking does not meet the intent nor the technical requirement of a solid gasket material in this area and is not acceptable.

ALUMINUM SUB-FRAME

The surface of the chassis frame rails shall be isolated from the apparatus substructure by an elastomeric isolator.

The main body sub-frame shall be fully welded to the longitudinal chassis extrusions. Two (2) 6061-T6 aluminum longitudinal extrusions shall be provided, one (1) on each chassis frame rail running full length beneath the apparatus body. A minimum .50" extruded wall thickness shall be provided on the top flange of the chassis frame rail. Each extrusion shall be designed to cover the complete top flange and outside radius of the chassis frame rail extending down the outside web of the frame rail a minimum of 1.25" to prevent side to side shifting of the apparatus body.

The main body sub-frame shall be constructed of not less than four (4) 4.00" by 2.50" tubular, 6061-T6 aluminum, "I" beams with a .375" vertical main body crossmembers. A minimum of four (4) crossmembers shall be provided two ahead of and two behind the rear axle forming the main body support crossmembers.

The main cross tubes shall be routed through and fully welded to the vertical and horizontal extrusions forming the body super-structure.

For added strength and rigidity, no less than six (6) intermediate body crossmembers shall be provided constructed of solid aluminum structural "I" beams 4.00" high by 3.00" wide with a minimum .29" flange thickness. If necessary, additional crossmembers shall be provided, to meet the minimum booster tank mounting requirements, as published by the manufacturer of the booster tank provided.

The intermediate structural "I" beam crossmembers shall be interconnected and welded to the main body tubular crossmembers forming a fully welded support grid for the body super-structure compartments and booster tank.

A minimum of six (6) U-bolts shall be provided to secure the body sub-structure to the chassis frame. The forward two (2) U-bolts shall be shock absorbing spring tension type to allow for flexing without placing stress on the apparatus body or chassis frame rails.

BODY WIDTH

The overall width of the pumper body shall not exceed 100". The overall width across the rub rails shall be 101".

COMPARTMENT DEPTH

All left side upper compartments shall have an interior usable depth of not less than 12" in the upper portion with the specified doors in the closed position.

The lower portion of the front and rear side compartments of the body are to be notched in and under the water tank to a useable depth of 26" with the specified doors in the closed position in order to provide the maximum amount of storage area.

All right side upper compartments shall have an interior usable depth of not less than 12" in the upper portion with the specified doors in the closed position.

The right side lower portion of the forward and rear side compartments of the body are to be notched in and under the water tank to a useable depth of 26" with the specified doors in the closed position in order to provide the maximum amount of storage area.

ROLL-UP DOOR CONSTRUCTION

Exterior side equipment compartments so specified shall be equipped with roll-up shutter doors to be installed as specified herein. The door shall be located above and outside of the interior of the compartments thereby protecting the door in the raised position from possible damage by the shifting of equipment.

The door roll mechanism shall also be protected from possible damage should equipment shift while the vehicle is in transit with the door in the closed position.

When the door is raised, the location of the drum assembly shall not allow water drainage from the doors into any portion of the interior of the compartment, thereby preventing the accumulation of water, snow, or ice from damaging the equipment located therein.

The roll-up door drum assembly shall be fully enclosed and protected from the elements. Provisions shall be made on each end and each side of the apparatus for moisture to self-drain from the raised doors to below the apparatus body using integral drainage ports.

To provide access for repairs and adjustments without removing equipment from the compartments, the door roll assemblies shall be serviced from above the compartment. There shall be no need to remove any equipment nor to open the door to provide service to the same. Should a door be prohibited from being raised because of damage to or a defect in the roller assembly, service must be capable of being performed without the cutting, damaging or destroying of the door shutters to gain access. Access to the door mechanism shall be provided through the removable door roller assembly access panel that requires only the use of common hand tools to remove.

Pendent plates supporting the door roll assembly shall be bolted in place, adjustable and capable of being removed with common hand tools. Pendent plates and supports that are welded in place do not meet the maintenance and service criteria of these specifications.

In order to provide unlimited access to stored equipment and to help prevent damage to the tracks by removing equipment, the tracks shall not protrude into any portion of the door frame opening. The width of the door frame opening shall be the actual useable width available to store and remove equipment. No Exception.

Door openings shall match the compartment sizes as specified.

The roll up door(s) shall be fabricated from aluminum extrusions and be manufactured and assembled in the United States.

The door slats shall be double-wall extrusions with dimensions of 1.366" high x .315" thick. The exterior surface shall be flat and the interior surface concave to deflect loose equipment to prevent the door from jamming. Each slat shall have interlocking end shoes to prevent the slat from moving side to side resulting in binding of the door. Each slat shall be separated by a co-extruded PVC and rubber inner seal to prevent metal to metal contact and minimize dirt and moisture from entering the compartment. The inner seal shall not be visible from the exterior to maintain a clean appearance of door. The slats shall have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects.

The track shall be a one (1) piece aluminum assembly that has an attaching flange and finishing flange incorporated into the design that facilitates installation and provides a finished look to the door without additional trim or caulking. A low profile side seal shall be utilized to maximize usable compartment space.

A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door and have "V" shaped double seal to prevent water and debris from entering the compartment. A two (2) inch wide finger pull shall be integrated into the bottom rail extrusion for easy one hand opening and closing. The door latch system shall be a full width one (1) piece lift bar that enables the user to operate with one hand.

A magnetic door ajar system shall be integrated in the lift bar handle and the lift bar handle retainer block to signal an open door.

The roll mechanism shall have a clip system that connects the curtain slats to the operator drum to allow for easy tension adjustment without tools. A four (4) inch diameter counterbalanced operator drum to shall be incorporated to assist in lifting the door.

EZ-PULL DOWN STRAPS

Six (6) elastic nylon straps shall be provided and installed on each roll up door . The straps shall be secured to the side wall of the interior compartment in a way that will allow the EZ-Pull strap to contract automatically and tuck inside the compartment when closed to prevent the strap from dangling and hindering closing of the door. When the door is the open position, the straps shall be installed so that they are fully extended as to not interfere with removing items from the compartment. For the ease of locating, the straps shall be bright orange in color.

BODY LENGTH

The apparatus body shall be approximately 150" long, reference the drawing for actual body length.

COMPARTMENT HEIGHT

The left side full height body compartments shall be 63" high and equipped with a 63" high clear door opening.

The left side upper level compartment(s) shall be 32" high and equipped with a 32" high clear door opening.

LEFT FRONT COMPARTMENT

There shall be one (1) 34" wide full height compartment located ahead of the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

The compartment shall be equipped with the following:

A removable louvered vent shall be provided in the compartment.

ADJUSTABLE SHELF

One (1) compartment shelf shall be provided and constructed of .190" smooth aluminum, and are to have formed upward breaks on front and rear for added strength. Shelve(s) shall be fully adjustable within the compartments. Lighter gauge shelf materials are not acceptable.

Shelf shall extend full width of the compartments, within .50" of the overall width, and adjust up and down in the integral shelf tracks.

SHOP NOTES>>Mount at depth change.

COMPARTMENT LIGHTS

Two (2) 54" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 36 LEDs per light producing approximately 180 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

LEFT OVERWHEEL COMPARTMENT

There shall be one (1) 60" wide compartment above the rear wheels. The compartment shall be equipped with a single natural finish roll up door.

The compartment shall be equipped with the following:

SHOP NOTES>>60"w

A removable louvered vent shall be provided in the compartment.

ADJUSTABLE SHELF

One (1) compartment shelf shall be provided and constructed of .190" smooth aluminum, and are to have formed upward breaks on front and rear for added strength. Shelve(s) shall be fully adjustable within the compartments. Lighter gauge shelf materials are not acceptable.

Shelf shall extend full width of the compartments, within .50" of the overall width, and adjust up and down

in the integral shelf tracks.

PAC TRAC ON BACK WALL OF COMPARTMENT

There shall be three (3) lengths of 7000 Series Pac Trac provided in the upper compartment area on the back wall for the purpose of mounting equipment. PacTrac 3-Section Z-Mount brackets shall be used for in the installation.

Equipment brackets to be attached to the Pac Trac shall be provided by the purchaser or as listed elsewhere in these specifications.

COMPARTMENT LIGHTS

Two (2) 28" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 18 LEDs per light producing approximately 90 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

LEFT REAR COMPARTMENT

There shall be one (1) 44" wide full height compartment located behind the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

The compartment shall be equipped with the following:

A removable louvered vent shall be provided in the compartment.

ADJUSTABLE SHELF

One (1) compartment shelf shall be provided and constructed of .190" smooth aluminum, and are to have formed upward breaks on front and rear for added strength. Shelve(s) shall be fully adjustable within the compartments. Lighter gauge shelf materials are not acceptable.

Shelf shall extend full width of the compartments, within .50" of the overall width, and adjust up and down in the integral shelf tracks.

PAC TRAC ON BACK WALL OF COMPARTMENT

There shall be three (3) lengths of 7000 Series Pac Trac provided in the upper compartment area on the back wall for the purpose of mounting equipment. PacTrac 3-Section Z-Mount brackets shall be used for in the installation.

Equipment brackets to be attached to the Pac Trac shall be provided by the purchaser or as listed elsewhere in these specifications.

SHOP NOTES>>Upper portion area.

COMPARTMENT LIGHTS

Two (2) 54" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 36 LEDs per light producing approximately 180 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

COMPARTMENT HEIGHT

The right side full height body compartments shall be 63" high and equipped with a 63" high clear door opening.

The right side upper level compartment(s) shall be 32" high and equipped with a 32" high clear door opening.

RIGHT FRONT COMPARTMENT

There shall be one (1) 34" wide full height compartment located ahead of the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

The compartment shall be equipped with the following:

The right side compartment ahead of the rear wheels shall have compartment provisions as follows:

A removable louvered vent shall be provided in the compartment.

ADJUSTABLE SHELF

One (1) compartment shelf shall be provided and constructed of .190" smooth aluminum, and are to have formed upward breaks on front and rear for added strength. Shelve(s) shall be fully adjustable within the compartments. Lighter gauge shelf materials are not acceptable.

Shelf shall extend full width of the compartments, within .50" of the overall width, and adjust up and down in the integral shelf tracks.

SHOP NOTES>>Shelf at the offset area, upper.

COMPARTMENT LIGHTS

Two (2) 54" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 36 LEDs per light producing approximately 180 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a

5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

RIGHT OVERWHEEL COMPARTMENT

There shall be one (1) 60" wide compartment above the rear wheels. The compartment shall be equipped with a single natural finish roll up door.

The compartment shall be equipped with the following:

SHOP NOTES>>>60"w

A removable louvered vent shall be provided in the compartment.

ADJUSTABLE SHELF

One (1) compartment shelf shall be provided and constructed of .190" smooth aluminum, and are to have formed upward breaks on front and rear for added strength. Shelve(s) shall be fully adjustable within the compartments. Lighter gauge shelf materials are not acceptable.

Shelf shall extend full width of the compartments, within .50" of the overall width, and adjust up and down in the integral shelf tracks.

SHOP NOTES>>>To be mounted to rear of cord reel and even with bottom edge of reel.

COMPARTMENT LIGHTS

Two (2) 28" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 18 LEDs per light producing approximately 90 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

RIGHT REAR COMPARTMENT

There shall be one (1) 44" wide full height compartment located behind the rear wheels. The compartment shall be equipped with a full height single natural finish roll up door.

The compartment shall be equipped with the following:

A removable louvered vent shall be provided in the compartment.

ADJUSTABLE SHELF

One (1) compartment shelf shall be provided and constructed of .190" smooth aluminum, and are to have formed upward breaks on front and rear for added strength. Shelf(s) shall be fully adjustable within the compartments. Lighter gauge shelf materials are not acceptable.

Shelf shall extend full width of the compartments, within .50" of the overall width, and adjust up and down in the integral shelf tracks.

500# ROLLOUT TRAY

One (1) rollout equipment tray shall be installed in a standard depth compartment. The 500# rated tracks shall have roller bearings. The tray shall be constructed of .188" smooth aluminum plate, fabricated with four 3" sides.

The unit shall roll fully out of the compartment, with a gas operator to hold tray in both the "in and out" positions.

SHOP NOTES>>Tray is for a 30" high fan.>>You may not have room for a 30" tall fan

COMPARTMENT LIGHTS

Two (2) 54" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 36 LEDs per light producing approximately 180 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

REAR BODY CONFIGURATION

The rear of the apparatus body shall be of the flat back design.

REAR CENTER COMPARTMENT

There shall be one (1) full height compartment located at the rear of the apparatus. The compartment shall be equipped with a full height natural finish roll up door. The compartment shall be partitioned off from the side compartments.

The compartment shall be equipped with the following:

SHOP NOTES>>Approximately 33" high.

A removable louvered vent shall be provided in the compartment.

COMPARTMENT LIGHTS

Two (2) 28" long OnScene Solutions Access LED lights shall be installed, one on each side of the door opening. The lights shall contain 18 LEDs per light producing approximately 90 lumens (six LEDs and 30 lumens every 9"). The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

REAR STEP - 12" BOLT-ON

A 12" deep step surface shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The rear step/tailboard shall be notched in the center to provide easy access to the rear compartment, equipment, controls or any other items located at the rear center of the apparatus body. The tailboard shall be constructed of .188" aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards and "TIG" welded. The tailboard shall be equipped with cast aluminum replaceable radiused corners for a pleasing appearance.

The maximum height of the step assembly shall be no more than 24" from the ground when the apparatus is in the loaded condition. A label shall be provided warning personnel that riding on the rear step while the apparatus is in motion is prohibited.

WHEEL WELL COMPARTMENT LEFT SIDE AHEAD OF WHEELS

One (1) wheel well compartment shall be located on the left side in the rear wheel well panel ahead of the rear wheels of the type specified herein.

One (1) breathing air cylinder storage compartment for three (3) SCBA cylinders (not supplied) shall be provided and located in the rear wheel well of the apparatus body.

The cylinder storage compartment shall be constructed entirely of aluminum. The door assemblies shall be provided with a gasket between door and body side, bolted in-place and removable for repair or replacement.

The compartment shall be provided with SCBA cylinder scuff protection. A painted stainless steel door shall be provided.

Three (3) one-inch (1") wide loop of black webbing shall be installed in each SCBA compartment to prevent the bottle from sliding out of the compartment in case of door failure. The loop shall be mounted, centered in the compartment and shall hang within one-inch (1") of the compartment floor to allow the bottle to pass by the strap when the bottle is placed in the compartment. The strap shall loop over the valve.

WHEEL WELL COMPARTMENT LEFT SIDE BEHIND WHEELS

One (1) wheel well compartment shall be located on the left side in the rear wheel well panel behind the rear wheels of the type specified herein.

FUEL FILL DOOR

A Fire Shopp Inc. fuel fill access assembly shall be provided on the left side rear wheel well area. The assembly shall include a brushed stainless steel fuel fill enclosure door and a black polymer fuel assembly. A label indicating DIESEL FUEL ONLY shall be applied.

WHEEL WELL COMPARTMENT RIGHT SIDE AHEAD OF WHEELS

One (1) wheel well compartment shall be located on the right side in the rear wheel well panel ahead of the rear wheels of the type specified herein.

One (1) breathing air cylinder storage compartment for three (3) SCBA cylinders (not supplied) shall be provided and located in the rear wheel well of the apparatus body.

The cylinder storage compartment shall be constructed entirely of aluminum. The door assemblies shall be provided with a gasket between door and body side, bolted in-place and removable for repair or replacement.

The compartment shall be provided with SCBA cylinder scuff protection. A painted stainless steel door shall be provided.

Three (3) one-inch (1") wide loop of black webbing shall be installed in each SCBA compartment to prevent the bottle from sliding out of the compartment in case of door failure. The loop shall be mounted, centered in the compartment and shall hang within one-inch (1") of the compartment floor to allow the bottle to pass by the strap when the bottle is placed in the compartment. The strap shall loop over the valve.

SLIDE OUT LADDER MOUNTINGS IN HOSEBED WITH DOOR

The ladders shall be stored in the hosebed in a full width enclosed compartment. Compartment shall be provided with individual scratch resistant racks for each ladder and pike pole. Racks shall be designed so that any ladder or tool may be removed without disturbing the other equipment. The mounting system shall be equipped with a stop at front of ladders.

A full width aluminum diamond plate swing up door, with dual gas operators and stainless steel Hanson #101 D-handle latch, shall be installed to enclose the ladder storage area.

LADDER SOURCE

apparatus

New ground ladders shall be provided by the manufacturer.

ROOF LADDER

One (1) Alco PRL , 14 foot aluminum roof ladder with folding steel roof hooks on one end and steel spikes on the other end shall be provided on the. The ladder shall meet or exceed all latest NFPA Standards.

EXTENSION LADDER

One (1) Alco PEL , 24 foot two (2) section aluminum extension ladder shall be provided on the apparatus. The ladder shall meet or exceed all the latest NFPA standards.

COMBINATION LADDER

One (1) Little Giant Ladder Model 10102, 9-15 foot combination aluminum extension ladder shall be provided on the apparatus.

FOLDING ATTIC LADDER MOUNTING

A mounting in the ground ladder storage shall be provided for the specified folding attic ladder.

FOLDING ATTIC LADDER SOURCE

New folding attic ladders shall be provided by the manufacturer.

FOLDING LADDER

One (1) Alco FL-10, 10 foot folding aluminum ladder shall be provided on the apparatus. The ladder shall meet or exceed all the latest NFPA Standards.

PIKE POLE MOUNTING BRACKET

Two (2) tube shall be provided for pike pole mounting. The tube shall have a 2-1/4" interior diameter and shall be mounted within the ladder compartment.

PIKE POLE SOURCE

The pike poles shall be provided by the body builder.

PIKE POLE

One (1) 6' pike pole with I-Beam handle shall be provided. The pike pole shall be of fiberglass construction.

PIKE POLE

One (1) 8' pike pole with I-Beam handle shall be provided. The pike pole shall be of fiberglass construction.

FOLDING STEPS LEFT SIDE FRONT

Four (4) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

The step shall be installed on the left side front compartment face.

FRONT BODY PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the front of the body from the lower edge to the top of the compartment doors. The material shall be bolted in place and sealed to prevent any moisture entry between the overlay and the body structure.

REAR BODY PROTECTION PANELS

Smooth aluminum shall be installed on the rear of the body, to allow for the installation of a "Chevron" stripe on the rear.

FUEL TANK ACCESS PANEL

There shall be a removable panel in the rear compartment, used to gain access to the fuel tank and fuel gauge-sending unit.

FOLDING STEPS LEFT SIDE REAR

Two (2) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

The steps shall be installed on the rear left side of the body.

FOLDING STEPS RIGHT SIDE REAR

Two (2) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

The steps shall be installed on the rear right side of the body.

HANDRAIL REAR STEP

Two (2) extruded aluminum non-slip handrails, approximately 30" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

HANDRAIL BELOW HOSEBED

One (1) extruded aluminum non-slip handrail, approximately 72" in length, shall be provided and horizontally mounted below the hosebed on the rear of the apparatus.

HANDRAIL TOP OF BODY SIDES

Two (2) extruded aluminum non-slip handrails, approximately 12" in length, shall be provided and mounted, one (1) each side at the top of the body sides, at the rear of the apparatus body.

SHOP NOTES>>Mount at final inspection.

EXTRUDED ALUMINUM RUB RAILS

Full body length polished aluminum rub rails shall be bolted in place on the lower right and left body sides. The side rub rails shall be a heavy extruded aluminum "C" channel. There shall also be a bolt on aluminum corner casting on each rear corner to blend the rear tail board assembly with the side rub rails.

GREEN STAR IDLE REDUCTION TECHNOLOGY (IRT)

A Green Star idle reduction technology system shall be supplied with the apparatus that will significantly reduce the amount of diesel exhaust soot, NOx and CO2 emissions into the atmosphere. Diesel engines contain pollutants that negatively impact human health and the environment. Diesel engines emit large amounts of nitrogen oxides, particulate matter and air toxics, which contribute to serious public health problems. Idle reduction technology has been verified by the U.S. EPA to reduce diesel emissions from diesel powered vehicles and engines.

The Green Star IRT will reduce idle time through the use of an auxiliary power unit (APU) in conjunction with automatic diesel engine controls that will shut down the main chassis diesel engine during operations not requiring the use of the pump assembly. This system will be automated and will not require intervention from the vehicle operator. There will be a time delay engine shut down feature that will automatically shut down the chassis main diesel engine and engage the diesel driven APU. This feature will be available when the chassis air brake is set and when the pump assembly is not engaged.

All features below are available with the main chassis diesel engine off.

The chassis voltage system is protected against extreme drain of the battery bank. If the vehicles voltage drops to 12 VDC, the automatic engine controls will start the chassis diesel engine to provide a charge.

Reducing the amount of idle time for the chassis diesel engine will substantially reduce the fuel consumption.

AUXILIARY POWER UNIT (APU)

A NPPI/Kubota 8KW, 120/240 volt, diesel driven generator shall be provided. The generator shall be controlled electronically by the Green Star IRT system. The APU engine shall be a Kubota D1105BG diesel powered. The APU generator shall be a Mecc Alte NPE 32-B/4. The engine must comply with Tier 4 emissions regulations.

ALTERNATOR

A 160-amp alternator shall be supplied with the APU. The alternator shall be tied to the chassis batteries.

REMOTE MOUNT OIL FILTER

A remote oil filter kit is to be installed up to 3 feet from the diesel APU to improve access to the diesel APU oil filter.

GREEN STAR AUXILIARY 12 VOLT AIR CONDITIONING

The Green Star IRT system shall power an in cab climate control system. The system shall consist of a minimum 45,000 BTU air conditioning evaporator centrally located within the chassis crew area.

The system is to have a 12.6 cu. in. minimum compressor, belt driven by the Green Star APU engine, to provide the compressed refrigerant to the system. The compressor will be plumbed to a heavy duty, dual fan air conditioning condenser mounted on the cab roof. The condensing unit shall have an aerodynamic shroud that is painted to match the color of the cab roof. There shall be an extended life filter receiver/dryer with a pressure relief valve installed to protect the system from contaminants, moisture, and high pressure. It is to have a sight glass for visual inspection and ease of service.

The evaporator shall have an externally equalized expansion valve and be thermostatically protected to prevent freeze up. Dual high performance multi-speed blowers shall provide a minimum of 700 CFM air flow. Each blower is to be controlled separately. Adjustable diffusers with shutoff capability shall be utilized to direct the air flow through the cab.

The air conditioning on/off switch, thermostat control, and blower switches shall be conveniently located in the chassis cab area.

The air conditioning system shall use R134A freon.

BATTERY CHARGER

A Newmar PT-40U 110 volt battery charger will be supplied with the apparatus that will have a three phase battery conditioning procedure.

AUTO-EJECT

A Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110 volt shoreline connection complete with weatherproof cover and matching plug. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

SHORE POWER PLUG

The shore power plug shall be located at the left side of the rear body panel.

GENERATOR MOUNTING LOCATION

The generator shall be installed in the front section of the hosebed.

GENERATOR PROTECTIVE COVER

One (1) cover constructed from aluminum tread plate shall be installed to protect the generator. The cover shall be installed so that it is easily removed to perform fluid checks and service on the unit. Cooling requirements from the manufacturer shall be designed into the cover to avoid overheating conditions.

CIRCUIT BREAKER BOX

One (1) circuit breaker box for single phase voltage equipment shall be provided capable of holding twelve (12) breakers.

CIRCUIT BREAKER BOX LOCATION

The circuit breaker box shall be installed in an outside body compartment.

SHOP NOTES>>R2 High

CIRCUIT BREAKER BOX LOCATION

The circuit breaker box shall be installed in an outside body compartment.

The instrument panel for the generator shall be installed next to the breaker panel.

COMPACT ELECTRIC REWIND CORD REEL

One (1) Akron Brass, Cord Reel item ERWC-10-28 10" compact electric rewind cord reel shall be provided. The cord reel's compact design places allows the 12 volt motor to be mounted to the rear. Reels shall be manufactured by an ISO 9001 certified company.

The hub shall easily be removed for ease of installation by removing the chain guards and four bolts that secure the hub to the frame. All metal parts, except for the electric motor and sprocket teeth, shall be powder painted red. All hardware shall be stainless steel. Each cord reel shall have disks with rolled edges to prevent sharp edges. The cord reel shall include slip rings that are internally pre-wired with a 1' pigtail exiting the hub for ease of connections.

The customer shall have their choice of a gang box for Power In connections mounted directly to the hub or use up to a 4' pigtail at no additional charge. The cord reel shall be shipped completely assembled and ready to install and include mounting instructions. The cord reel shall come with the solenoid, switch and circuit breaker as standard at no additional charge and be covered by a 5 year warranty, including the motor.

The electric cable reel shall be installed in the upper left side body compartment over the rear wheels.

NOTE -

Create custom bracket to hold guide rollers so motor can be mounted below reel instead of inboard of reel.

SHOP NOTES>>Create custom bracket to hold guide rollers so motor can be mounted below reel instead of inboard of reel.

A two hundred foot (200') length of 10/3 **Yellow** electric cable shall be installed with specified plugs. The cable shall be type SEO-WA with a 20 amp, 120 volt rating.

The electric cable shall be configured with a 120-volt 15 amp NEMA L5-15R three prong, twist lock female receptacle.

One (1) ball stop shall be attached to the electric cable to prevent total re-wind and to allow the cable to remain at a reachable position. The ball shall positively attach to the cable and be bright orange in color for high visibility.

JUNCTION BOX

One (1) Circle-D model PF51G-1 yellow electrical junction box shall have a 12" pigtail with a NEMA L5-15 twist-lock plug for connection to the cord reel. The unit shall have an integral pilot light to indicate electrical current.

The unit shall be equipped with four (4) 120 volt 20 amp NEMA 5-2150 straight blade receptacles, each with a hinged, weatherproof cover.

One (1) aluminum storage bracket designed to hold an electric junction box shall be supplied. The holder shall be mounted in the same compartment as the specified cable reel.

One (1) four-sided encompassing stainless steel roller unit for the electric cable shall be installed on specified reels. The roller unit shall be mounted in the specified location to permit the cable to feed directly off the reel.

LIGHT TOWER

A light tower shall be installed on the cab roof. The roof shall be reinforced for the mounting of a horizontally stored light tower.

One (1) Knight 2, manufactured by Command Light, part number KL450 light tower shall be provided for installation on the apparatus. The location of the light tower and its controls shall be installed according to instructions given by the customer and the requirements of the light tower manufacturer.

The light tower shall extend 87-1/2" above the mounting surface and shall extend to full upright position in less than 15 seconds. The overall size of nested light tower shall be approximately 23" wide x 47" long x 13" high and weigh approximately 165 pounds.

Light Tower Construction and Design

The light tower assembly shall be of aluminum construction, with stainless steel shafts and bronze bushings for long life and low maintenance.

The electrically controlled unit shall not require usage of the vehicle's air supply for operation, thereby eliminating the chance for air leaks in the vehicle braking system. Hydraulic or pneumatic type floodlights are not acceptable alternatives to the specified all electric light tower.

The light tower shall be tested to in wind conditions of 90 mph (150 kph) minimum. Other type floodlights that have not been tested to these conditions are not acceptable.

The light tower shall be capable of overhanging the side or back of the vehicle to provide maximum illumination to the vicinity adjacent to the vehicle for the safety of emergency personnel in high traffic conditions. Any tower that is only capable of rotations at the top of a pole is not an acceptable alternative to the specified tower.

Light Tower Electrical System

The light tower shall be a two-stage articulating device with a lighting bank on top of the second stage capable of continuous 360 degree rotation. The light shall be elevated by electric linear actuators, one (1) actuator shall elevate the light bank and one (1) actuator shall adjust the light bank angle from 0 to 110 degrees. Power for the light bank shall be supplied through power collecting rings thus allowing continuous 360 degree rotation in either direction.

The tower base shall have a light that illuminates the envelope of motion during any movement of the light tower mast as required by NFPA1901.

Light Tower Controls

The light tower shall be controlled with a hand-held 15 foot umbilical line remote control. The storage station for the remote control unit shall be equipped with a button to activate the "Auto-Park" automatic nesting feature. The controls on the remote box shall be:

- Three (3) switches, one (1) for each light bank.
- One (1) switch for optional light bank rotation.
- One (1) switch for the optional strobe.
- One (1) switch for elevating lower stage.
- One (1) switch for elevating upper stage.
- One (1) indicator light to indicate when light bank is out of roof nest position.
- One (1) indicator light to indicate when light bank is rotated to proper nest position.

Light Tower Floodlights

The Command Light shall be equipped with the following bank of floodlights:

Floodlight manufacturer:	Lumenform
Number of lamp heads:	Six (6) FQ 500W Quartz Halogen
Voltage:	120 VAC
Watts of each lamp head:	500 watt
Total watts of light tower:	3000 watts
Total Lumens of light tower:	65,000 lumens

Configuration: The light heads shall be mounted in three (3) on each side of the light tower, giving two (2) vertical lines of three (3) when the lights are in the upright position.

MOUNTING – LIGHT TOWER CONTROLS

The controls for the light tower shall be mounted in the left front compartment.

BODY PAINT PROCESS

While constructing the truck body, all aluminum parts that are to be finish painted shall be properly fitted on the body and then removed to be painted individually. The back side of all aluminum parts shall be sanded smooth of any burrs and sharp edges.

During reassembly of the apparatus, care shall be exercised in fitting and fastening the parts back in their respective position on the vehicle.

All aluminum parts shall be bolted to the body using stainless steel fasteners. Zinc or Cadmium plated fasteners are not acceptable. All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating.

All seams shall be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering between any body panels.

The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG DX330) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG DX330) to remove any contaminants on the surface.

A coating of epoxy sealer (PPG DP 48/50/90) shall be applied with a minimum of 1.0 mil dry film build. The epoxy sealer allows for maximum adhesion to the body material. A color coating of PPG Urethane Paint Direct Gloss with PPG Catalyst shall be applied with a minimum of 2.0 mil dry film build. The catalyst provides a base level UV barrier to prevent fading and chalking. A coating of PPG Clearcoat Topcoat Urethane with a minimum of 2.0 mil dry film build shall be applied. The clearcoat topcoat provides a maximum amount of UV barrier protection.

All products and technicians are certified by PPG every two (2) years.

SHOP NOTES>>Color PPG FBCH 926236 RED.

INTERIOR COMPARTMENT FINISH

The interior of the eight (8) compartments shall be unpainted and have a D/A orbital sander finish.

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

UNDERCOATING

The entire underside of the single axle apparatus body is to be cleaned and properly prepared for application of a sprayed on automotive type undercoating for added corrosion resistance. Undercoating is to be a solvent based, rubberized coating, black in color.

SCOTCHLITE REFLECTIVE LETTERING

The lettering shall be applied with Scotchlite reflective material, shaded in black.

A quantity of fifty (50), four (4) inch letters are to be placed on the cab and on the body as directed by fire department.

SHOP NOTES>>Gold>>Lettering and graphics shall be furnished to match existing equipment.

APPARATUS DOOR GRAPHICS

Two (2) custom door seals designed primarily with letters and numbers shall be proposed for installation on the apparatus.

REFLECTIVE STRIPING

A 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe shall be affixed to the perimeter of the vehicle. There shall be a 1" gap between each of the stripes. Striping shall conform to applicable NFPA requirements. At least 50% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective striping.

The striping shall be applied in a large "Z" pattern.

PIN STRIPE TRIM

A single layer tape stripe shall be applied above and below the reflective striping material. The color of the

stripe shall be black.

COLOR OF STRIPING MATERIAL

The color of the 3M brand striping material shall be white.

CHEVRON STRIPING

The entire rear portion of the body shall have 3M Diamond Grade reflective red and amber striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

SHOP NOTES>>DO NOT CHEVRON THE DOOR.

INTERIOR CAB DOOR CHEVRON

Reflective striping shall be installed on the interior of each chassis door. The lower portion of the doors shall have a diamond grade red and lemon yellow chevron striping applied to it. A reflective stripe shall also be applied on the vertical outer edge of each cab door.

EQUIPMENT PAYLOAD WEIGHT ALLOWANCE

In compliance with NFPA #1901 standards, the apparatus shall be engineered to provide an allowance of 2000 pounds of fire department provided loose equipment.

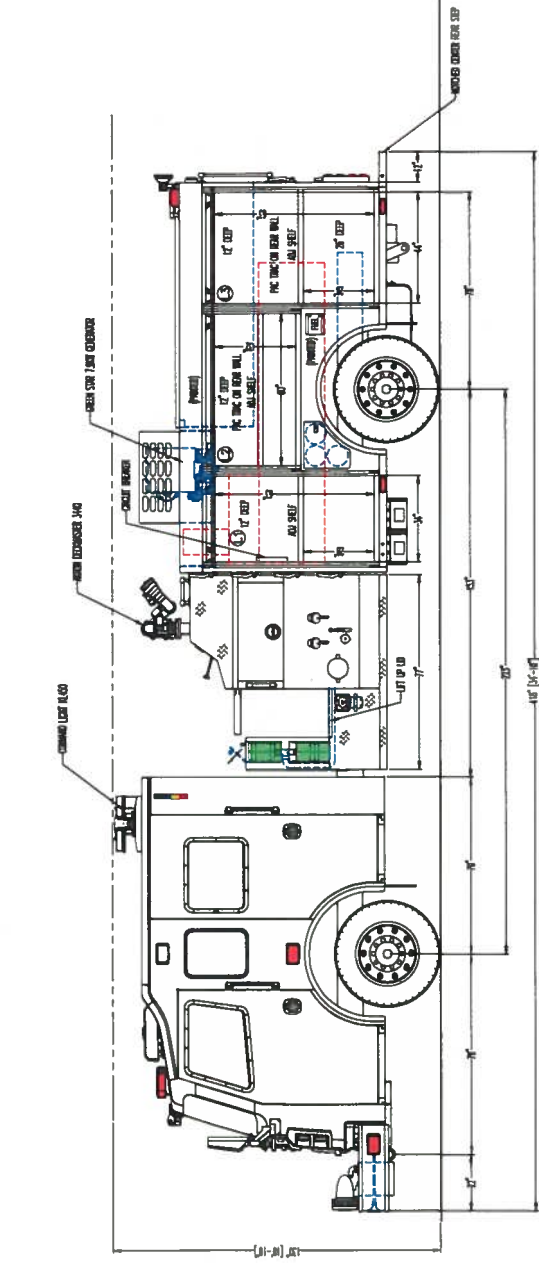
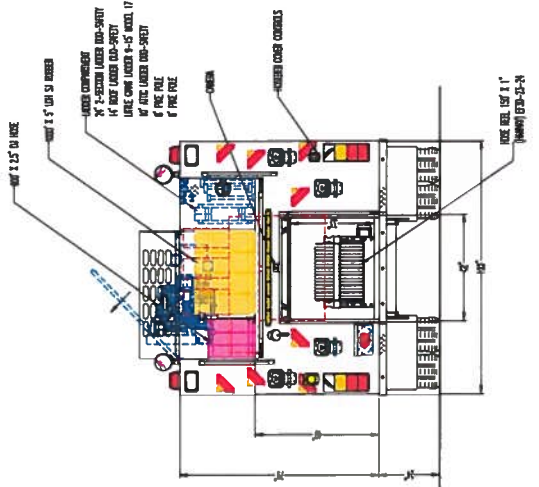
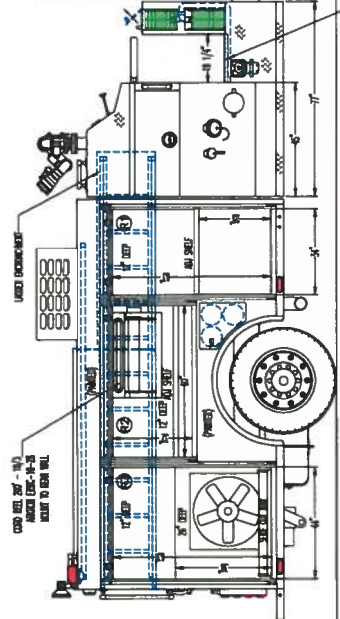
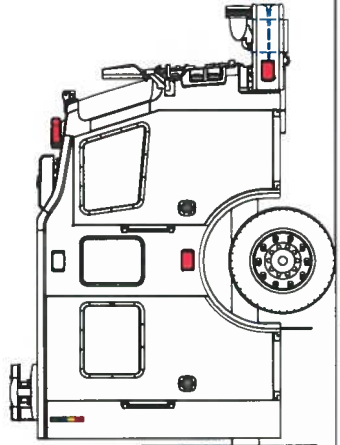
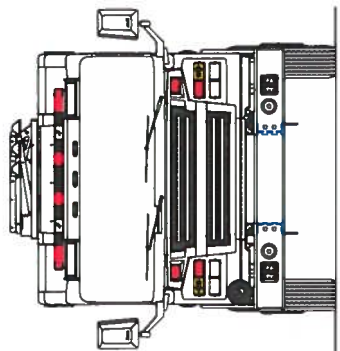
Equipment List for Apparatus **INCLUDES BRACKETS AND INSTALLATION.**

	UNIT P.	Pumper	P Total	TOTAL P
Air Pack, Spare Bottles 30 year test.		5	\$1,140.00	\$5700.00
Air Packs, Scott SCOX3414022200201		5	\$6,865.00	\$34,325.00
Appliances, 2.5" Double female, rocker lugs, nst, aluminum		1	\$55.00	\$55.00
Appliances, 2.5" Double male, rocker lugs, nst.		1	\$30.00	\$30.00
Appliances, 2.5" fnst X 1.75" mnst aluminum cone adapter		2	\$220.00	\$440.00
Appliances, 2.5" fnst, rocker lug X (2)1.5" gated wye mnst, aluminum, Akron Style 2581 (no exceptions)		1	\$331.00	\$331.00
Appliances, 4" double female, nst, rocker lug, aluminum		2	\$106.00	\$212.00
Appliances, 4" double male, nst, rocker lug, aluminum		1	\$76.00	\$76.00
Appliances, 4" fnst, rocker lug X (3) 2.5" gated wye, mnst, aluminum Akron Style 2582 (No exceptions)		1	\$2,216.00	\$2,216.00
Appliances, 4" mnst X 4.5" fnst adapter, aluminum		1	\$109.00	\$109.00
Appliances, 4" mnst X 5" fnst adapter, aluminum		1	\$119.00	\$119.00

Appliances, Herbert aluminum, 5" hose clamp, screw type		1	\$378.00	\$378.00
Appliances, Siamese 4" fnst X (2) 2.5" fnst, aluminum		1	\$266.00	\$266.00
Appliances, Kocheck HBV Straight (2.5" Hydrant Valve)		2	\$208.00	\$416.00
Back Boards, Ambu Najo Redihold NM10702M, four nylon straps with loop end & metal push button buckles (No Exceptions)		2	\$320.00	\$640.00
Chain saw, 25", Stihl, ME660-25		1	\$696.00	\$696.00
Extinguisher, CO2, 15lb, with rubber cord type mounting bracket		1	\$281.00	\$281.00
Extinguisher, Dry Chem, 20lb, with rubber cord type mounting bracket		1	\$166.00	\$166.00
Extinguisher, Water Pressure, stainless steel, 2.5 gal, with rubber cord type mounting bracket		1	\$168.00	\$168.00
Hand Tools, Axe, Flat Head, 6lb, fiberglass handle		1	\$91.00	\$91.00
Hand Tools, Axe, Pick Head, 6lb, fiberglass handle		1	\$96.00	\$96.00
Hand Tools, Bag, Hydrant hose kit, R&B Fabricators 440YL (or approved equal)		1	\$28.00	\$28.00
Hand Tools, Bolt cutters, 24"		1	\$230.00	\$230.00
Hand Tools, Cotton hooks		2	\$30.00	\$60.00
Hand Tools, Glass Saw		1	\$170.00	\$170.00
Hand Tools, Haligan tool, Paratech SPF 30", must be single piece forged (Or Approved Equal)		1	\$264.00	\$264.00
Hand Tools, Hose Straps		2	\$60.00	\$120.00
Hand Tools, Hydrant wrenches, Kocheck K07 (or approved equal)		3	\$45.00	\$135.00
Hand Tools, Pinch Point bar, 60" (Grainger item # 3FE91, or equal)		1	\$110.00	\$110.00
Hand Tools, Sledge hammer 8lb, fiberglass handle		1	\$130.00	\$130.00
Hand Tools, Spanner wrenches, Kocheck K01 (or approved equal)		8	\$20.00	\$160.00
Hand Tools, Three wrench holder, Kocheck K48 (or approved equal)		2	\$60.00	\$120.00
Hand Tools, TNT Multi-Purpose Tool, TN635 (NO Exceptions)		1	\$321.00	\$321.00
Hand Tools, two wrench holder, Kocheck K46 (or approved equal)		1	\$44.00	\$44.00
Hose jacket, leather		1	\$650.00	\$650.00

Hose, 1.75", double jacket, thermo plastic lined (No exceptions) [(2) 150' Preconnects, 3 SETIONS RED 3 YELLOW (1) 100' Jump Line, (1) 100' High Rise Pac, (1) 100' Blitz Line] #48		12		\$2816.00
Hose, 2.5", double jacket, thermo plastic lined (No exceptions) [(1) 400' of 2.5" Blitz Line, (1) 100' of 2.5" Blitz Line] #40		10		\$3120.00
Hose, 35' of 5" hose, 4" mnst X 4" fnst, rocker lugs, double jacket, thermo plastic lined (No exceptions)# 4		1		\$580.00
Hose, 5", 4" NSTM X 4" NSTF rocker lugs, double jacket, thermo plastic lined (No exceptions) #40		10		\$13,266.00
Hose, soft suction, 2.5" X 20', aluminum couplings, double jacket, thermo plastic lined (No exceptions)#8		2		\$ 506.00
Hose, Soft Suction, 4" X 4" nstf X 20' #4		1		\$700.00
Light, LED Fire Vulcan, Orange, 12 volt, vehicle mount (No Exception)		2	\$213.00	\$426.00
Light, LED Survivor Lights, Orange, 12 volt, vehicle mount (No Exception)		5	\$270.00	\$1,350.00
Lights, Portable, 110v, Whelen LED PFP11AC, tri pod base, 15 amp twist lock male cord end		2	\$799.00	\$1,598.00
ARGUS MITIC 320-3 NFPA thermal imager, with vehicle charger, and retractable tether (No exceptions)		1	\$7,171.00	\$7,171.00
Nozzle, Akron 1420 Stack tips,[for play pipe (or approved equal)]		3	\$312.00	\$936.00
Nozzle, Akron 1702, Redline		1	\$738.00	\$738.00
Nozzle, Akron 1744 Turbo Jet Tip, [for playpipe (No Exceptions)]		1	\$585.00	\$585.00
Nozzle, Akron 4863 Mid-Range (Pistol Grip) 175 GPM @ 50, (No Exception)		5	\$622.00	\$3,110.00
Nozzle, Akron 2127 shut off, [for piercing nozzle (No Exceptions)]		1	\$379.00	\$379.00
Nozzle, Akron 2390, 2.5" nst playpipe w/ shut off (Or Approved Equal)		2	\$702.00	\$1404.00
Nozzle, Akron 1088, Piercing nozzle 3' (or approved equal)		1	\$808.00	\$808.00
PPV Fan, Tempest DD18-H-5.5 (No Exceptions)		1	\$2,365.00	\$2,365.00
salvage cover, 12 X 14 vinyl, 20 oz		2	\$186.00	\$372.00

Collapsible road cones, 28" tall, 5# base, set of 6		1	\$125.00	\$125.00
Voice Emitters, with mounting brackets for AV-3000 (No Exeption)		5	\$435.00	\$2,175.00
TOTAL				\$93,882.00
PRICE FOR EQUIPMENT INCLUDES INSTALLATION EXCEPT FOR				
HOSES, (I DO NOT LOAD HOSE) HOSE STRAPS, LADDER BELTS, SALVAGE COVERS.				
TRAFFIC CONES,				
Equipment included in total price of the truck.				



**-PROPOSED-
LUBBOCK**



ROSENBAUER EXT
P3874 02

REVISED - DATE - DRAWN: CHL DATE: 08-25-2010 CHECKED: CHL DATE: 08-25-2010 APPROVED BY: CHL DATE: 08-25-2010	CHASSIS: ROSENBAUER R711	MAXIMUM HEIGHT	N/A
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF ROSENBAUER. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ROSENBAUER.	PUMP: HALE DSD 1250 GPM	MAXIMUM LENGTH	N/A
	TANK: POLY 500/30/30	BODY WIDTH	100"
	TYPE: PUMPER		
	AERIAL: N/A		

- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.



Regular City Council Meeting

5. 21.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Fire: Consider a resolution to authorize the City Manager to apply for a State Homeland Security Program Grant.

Item Summary

The Homeland Security Grant Program (HSGP) is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with acts of terrorism and other catastrophic events. The HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation.

One aspect of the HSGP is the State Homeland Security Program (SHSP). The goal of the SHSP is to support the implementation of the National Preparedness System to address planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. SHSP also provides funding to implement initiatives that address shortfalls and deficiencies identified in the State Preparedness Report (SPR).

No match is required for any grant monies received through the SHSP grant.

The SHSP for Texas is administered by the Office of the Governor.

The deadline for applications is Friday, December 18, 2015.

The City Manager's signature is required on the application.

Anticipated date for notice of grant award is estimated to be no later than August 1, 2016.

Fiscal Impact

While the amount of the 2016 SHSP is currently unknown, Texas allocation for the 2015 SHSP program was \$21,498,000 and it is anticipated that the 2016 allocation for Texas will be about the same.

No match is required for any grant monies received through the SHSP grant.

Staff/Board Recommending

Lance Phelps, Fire Chief

Attachments

Resolution

RESOLUTION

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

THAT the City Manager is hereby authorized to submit an application to the Office of the Governor for a Homeland Security Grant to purchase life safety equipment to support the missions of the Lubbock Fire Rescue specialty teams. The amount, terms and conditions of the grant are unknown at this time. The City Manager is hereby directed to present the amount, terms and conditions of any such grant to the Council for approval prior to acceptance of any grant funding.


Passed by the City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lance Phelps, Chief of Fire Rescue

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.GrantApplicationAuthority.2015.doc

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The deadline for applications is Friday, December 18th, 2015.

The City Manager's signature is required on the application.

Anticipated date for notice of grant award is estimated to be no later than August 1, 2016.



Regular City Council Meeting

5. 22.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the Mayor to execute purchase order contract 27111214 with National Bus Sales & Leasing, Inc. for the purchase of two Arboc Spirit Mobility paratransit vans.

Item Summary

Citibus has a need to purchase replacement paratransit vans to be used in the CitiAccess paratransit service. The vans will replace 2006 International paratransit vans. The International paratransit vans have a useful life of ten years. The new vans would arrive in mid-2016, at the end of the current vans useful life expectancy.

That Arboc Spirit Mobility paratransit vans are being purchased off a 2014 Texas Comptroller State Contract (Contract 072-A1).

Fiscal Impact

The total cost for the Arboc Spirit Mobility paratransit vans are \$122,717 each or \$245,434 total. Funds for the paratransit vans are included in the FY 2016 Capital Lease budget for Citibus.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - National Bus Sales & Leasing, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27111214 for the purchase of two Paratransit Vans for the Citibus fleet, by and between Citibus and National Bus Sales & Leasing, Inc. of Marietta, Georgia, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



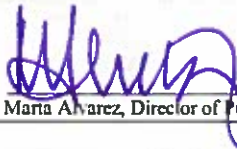
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Citibus - Paratransit Vans - PO27111214
November 24, 2015

PURCHASE ORDER

Page - 1
Date - 11/23/2015
Order Number 27111214 000 OP
Branch/Plant 271

TO: NATIONAL BUS SALES & LEASING, INC. P O BOX 6549 MARIETTA Georgia 30065	SHIP TO: CITIBUS PO BOX 2000 LUBBOCK Texas 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 11/23/2015 Freight
Requested 02/01/2016 Taken By T FLORES
Delivery PER P HANNA REQ 46669 TXSMARTBUY 072-A1

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Paratransit Vans	2.000	122,717.0000	EA	245,434.00	02/01/2016
Total Order					
Terms NET DUE ON RECEIPT				245,434.00	

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

This purchase order encumbers funds in the amount of \$245,434 awarded to National Bus Sales & Leasing, Inc. of Marietta, GA on December 17, 2015. The following is incorporated into and made part of this purchase order by reference: Quotation dated November 20, 2015, from National Bus Sales & Leasing, Inc. of Marietta, GA, and Texas Smartbuy Contract 072-A1. Resolution No. _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

NATIONAL



BUS SALES & LEASING, INC

Texas SmartBuy Contract 072-A1

Arboc

Dealer: National Bus Sales

Salesman: Brent Roy

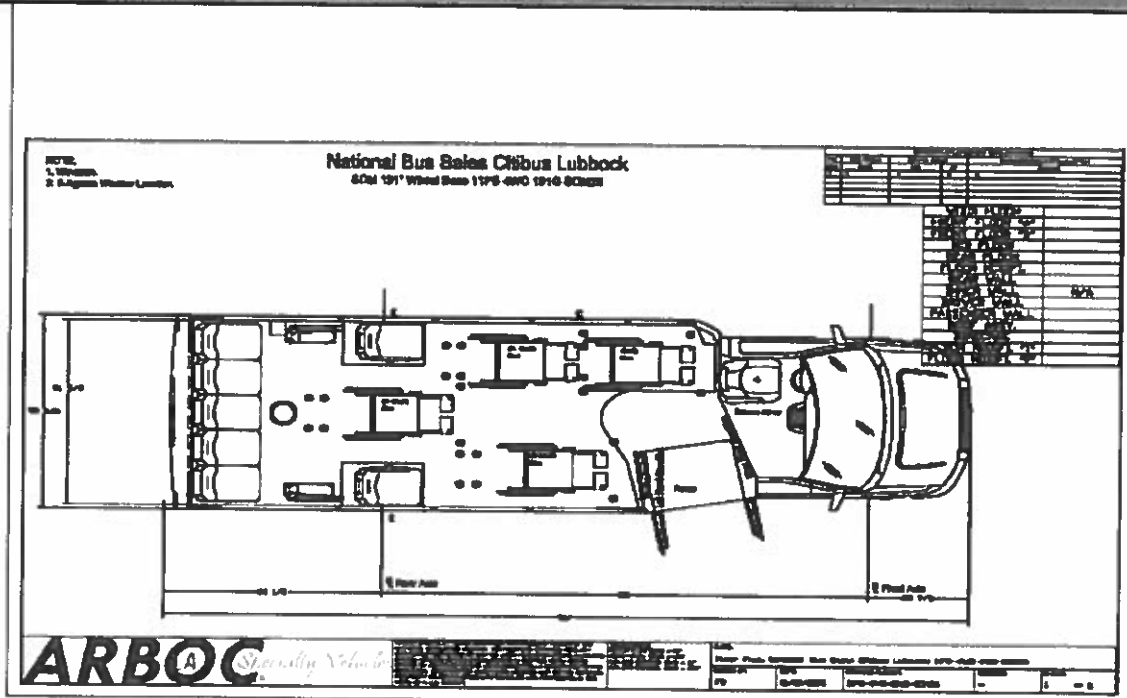
817.909.6706

Date: 11/20/15

Proposal For:	CitiBus
Contact:	Maurice Pearl
Delivery Address:	801 Texas Ave Lubbock, TX
Phone:	806.712 2001
Email:	mpearl@citibus.com

Body:	Arboc SOM	\$ 106,112.00
Chassis:	GM 4500	\$ 21,000.00
Published Options:		
Deleted Items:	TM 21 Compressor ILO TM 31 Compressor, Extra Key, Yellow Powder Coating, Shield Sport Freedman Seat ILO USSC GZE, Manual Slide Driver's Base ILO 6-Way Power Base	(\$4,395.00)
Total Vehicle Price:		\$ 122,717.00

Floor Plan



ARBOC *Specialty Vehicles*

PRICE LIST & ORDER FORM



PO Box 61, 51165 Greenfield Pkwy., Middlebury, IN 46540 Phone: 574-825

Dealer: National Bus Sales
 Address: _____
 City/State/Zip: _____
 Contact: Brent Roy
 Phone: 817-909-6706

Delivery Method: Ship Dealer Pick Up

Payment Method: COD Floor Plan Company

Seat Fabric Color _____ orplan Layout Attach _____

Paint Scheme Attached yes no

Base Model - 01		Qty
CONVERSION ONLY		
26 - 191" WB GAS 14,200 GVWR		1
Chassis - 02		
Black Steel Bumper	STD	1
Driver Side Running Board - 12" w/o wing	STD	1
Front Mud Flaps	STD	1
Dual 12V Electric Compressor	STD	1
Tow Hooks Rear	02-180	1
Dealer Provided Chassis (includes Chassis PDI) NEED DEALERSHIP RELEASE CODE	02-976	1
EXTRA CHASSIS KEYS (2 per vehicle)	02-796	1
Mirrors - 03		
Interior Convex Mirror	STD	1
Remote/Htd Velvac door mounted	03-021V	1
Rear Window Fresnel Lens	03-024	1
Windows - 04		
Window behind Driver	STD	1
Solid Framed Windows	STD	1
Rear Window 24 x 60 Egress	STD	1

NOTE: All prices FOB Middlebury, IN. Prices subject to change without notice.

Extra Std Egress window front Drvr Side (183", 191", 210" WB) **in addition to std egress windows over wheel well positions in all wheelbases	STD	1
Exterior - 05		
Rear Center Brake Light	STD	1
Ext Light at entry door	STD	1
Armoring for Front & Rear Marker Lights (10)	STD	1
Rear LED Lights Flashing (Red)	05-059R	1
Harness to accommodate switch and brake	1305904	1
Interior Lights on w/door opening	STD	1
Door/Hatch/Luggage - 06		
OH Driver Storage Compartment Box w/key lock door	06-149OH	1
LOWER OVERHEAD DRIVER STORAGE AND EQUIPMENT PLATFORM 45" X 12.5" (dwg 1307782)	06-148L	1
Electrical - 07		
Alarm Backup	STD	1
Air Pressure Gauge w/buzzer	STD	1
Driver Console w/Dash Panel	STD	1
Auxiliary Battery, Compartment w/Tray & Door	STD	1
Stainless Steel Battery Tray	07-153S	1
Rotary Disconnect Switch	STD	1
Fast Idle	STD	1
Egress Window Lights (match # of Egress Windows)	STD	4
KEI SC-240 AMP Alternator	07-013K	1
Ext Door Toggle Switch	STD	1
Ramp Activation System (includes Ext Ramp Toggle Switch)	STD	1
Ramp Activation Warning light & buzzer (exterior)	07-618	1
Interior Environment - 09		
Air Conditioning - Rooftop Systems	<i>Specify Evaporator location</i>	
Thermo King - A/C Roof Top SLR75-1000 Cool Only w/TM21 Compressor	09-278	1
Heaters		
65K BTU Heater Low Profile - rear	09-289	1
BRASS HEATER SHUT OFF VALVES	09-299	1
Interior - 10		
LH Entry Stanchion w/Grab Handle	STD	1
RH Entry Stanchion w/Grab Handle	STD	1
Ceiling Grab Rail (2)	10-349	1
Wheelchair Grab Rail - 10"	10-352	3
Assist Handles on Entry Doors	STD	1

NOTE: All prices FOB Middlebury, IN. Prices subject to change without notice.

Driver Stanchion W/Modesty Panel & Plexiglass	10-361	1
FRP Ceiling	STD	1
FRP Sidewalls	STD	1
Seating - Driver - 11		
High Back Shield Sport Seat w/Recliner/Armrest/Lumbar	11-376	1
Seating - Passenger -12		
Freedman Seats - Featherweight		
Mid High Double Seat	12-427D	2
Mid High Single Seat	12-427S	3
BV FOLDAWAY DOUBLE 35" NO NOTCH	12-437D	2
Seating - Accessories - 13		
Grab Handle at top of seat back-black padded Mid/Low Back Seats	13-460	4
US Armrest	13-462	4
USR Single Under Seat Belt	13-485S	3
USR Double Under Seat Belt	13-485D	4
Seat Belt Extenders - 12" (USR Seats Only)	13-487U	2
Seating Trim Levels - 14		
Seat Cover - Level 5 per seat	14-555	11
Safety - 15		
Safety Kit, includes #10 fire extinguisher (3.5lb), 16 Unit First Aid Kit & triangle kit	15-599	1
Standee Line w/ Sign White	STD	1
Standee Line W/ Sign Yellow	15-621	1
ADA - 16		
Q'Straint Q8100-A-SC3 (Slide & Click) 4 Deluxe Retractors (QB-6200-SC) 1 - Retractable Shoulder Belt Reel (Q5-6415-RET-ASL) Regular lap belt w/ pin connector (Q8-6325)	16-693	3
QSTRAINT Q81015C2 CEILING MNT (Slide & Click) 4 Deluxe Retractors (QB-6200-SC) 1 - Retractable Shoulder Belt Reel (Q5-6415-RET-ASL) Regular lap belt w/ pin connector (Q8-6325)	16-732A	1
Q Straint Slide & Click Tie Downs Slide'n Click bottom assembly(Q8-7580A) No belts included (set of 2 floor anchors)	16-7172	1
Q Straint Slide & Click Tie Downs Slide'n Click bottom assembly(Q8-7580A) No belts included (set of 4 floor anchors)	16-7174	2
Wheel chair belt storage under seat Qstraint TDSS Slide&Click	16-719	1
Q Straint Storage Pouch (each)	16-709	1
ADA Decals (included in tiedown kit)	STD	4
Wheelchair Decal (included in tiedown kit)	STD	4
Entry Ramp w/Intermotive - Braun 34" x 62"	16-113	1

NOTE: All prices FOB Middlebury, IN Prices subject to change without notice.

Lockable storage box for tie downs		1
Custom Paint/Graphics - 17		
Custom Graphics	17-840	1

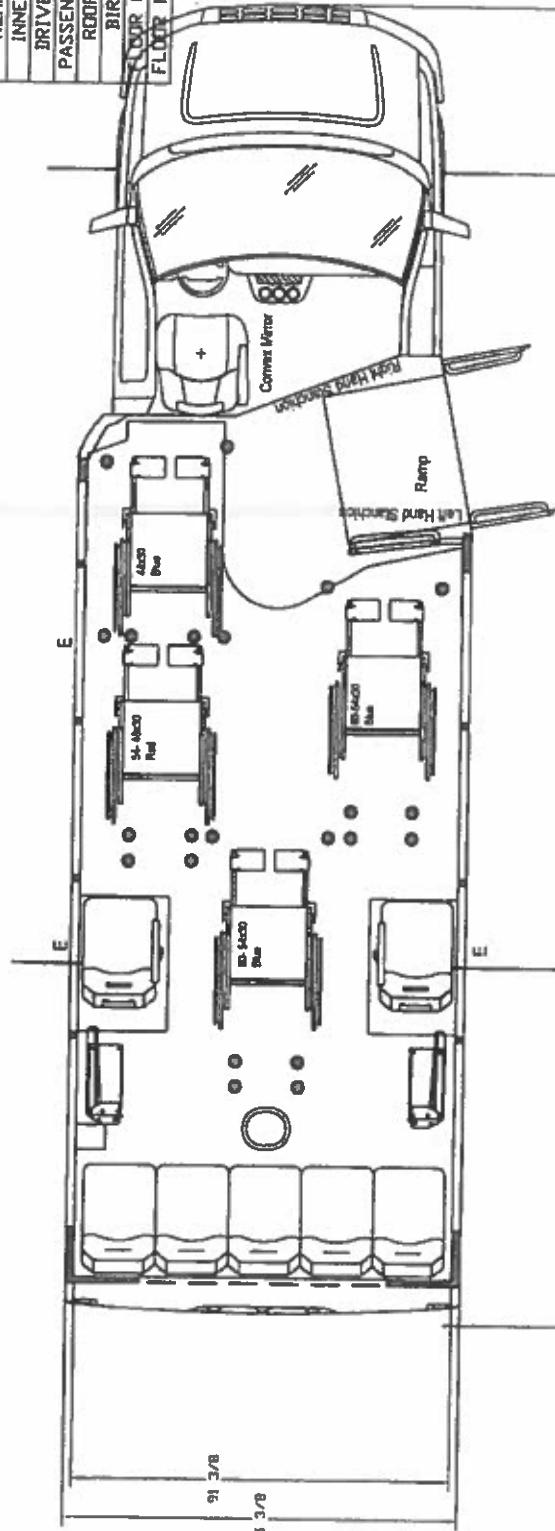
NOTE: All prices FOB Middlebury, IN. Prices subject to change without notice.

National Bus Sales Citibus Lubbock
SOM 191" Wheel Base 11PS-4WC-191G-SOM26

NOTE:
1. Windows.
2. E: Egress Window Location.

REV	DATE	BY	CHKD	DESCRIPTION

WOOD FLOOR
FRONT FLOOR 'A'
FRONT FLOOR 'B'
MID FLOOR
REAR FLOOR
FLOOR MODIFI.
REAR WALL
INNER WALL
DRIVER WALL
PASSENGER WALL
ROOF ASSY.
BIRDGAGE
FLOOR MODIFI. '1'
FLOOR MODIFI. '2'



Q Front Axle
-39 7/8

Q Rear Axle

317

ARBOC Specialty Vehicles

FOR SPECIALTY VEHICLES CHANGE PROFILES ONLY REFER TO THE MATERIAL SPECIFICATIONS HEREON. NEITHER THIS DRAWING NOR ANY OTHER INFORMATION HEREON IS TO BE USED TO MANUFACTURE ANYTHING WITHOUT THE WRITTEN PERMISSION OF ARBOC. THE INFORMATION ON SPECIALTY VEHICLES TO THE USER IS FOR INFORMATION ONLY. THE INFORMATION ON SPECIALTY VEHICLES TO THE USER IS FOR INFORMATION ONLY. THE INFORMATION ON SPECIALTY VEHICLES TO THE USER IS FOR INFORMATION ONLY. THE INFORMATION ON SPECIALTY VEHICLES TO THE USER IS FOR INFORMATION ONLY.

11PS-4WC-191G-SOM26
Floor Plan, National Bus Sales Citibus Lubbock 11PS-4WC-191G-SOM26
DATE: 07/15/2015
DRAWN BY: 11PS-4WC-191G-SOM26
REVISED BY: 11PS-4WC-191G-SOM26



Regular City Council Meeting

6. 1.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00125 for Zone Case 2821-A, a request of Ralph Carlisle, for Carlisle Motors, for a zoning change from R-1 to C-4 on Lot 3, Block 8, Southport Addition, 1706 43rd Street.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is to change a residential zoned property to commercial zoning for additional parking spaces for a car lot.

Staff explained that the a similar case on the property had been presented to the Zoning Board of Adjustment which requested R-1 zoning be allowed to park commercial vehicles from the Auto Dealership. The previous request was adamantly opposed by the neighborhood, citing that there had been numerous complaints to code enforcement regarding the parking of vehicles and maintenance of the property up and down the street. There was no one in opposition to the case who was present at this Planning and Zoning Commission meeting.

Adjacent land uses:

N: R-3 – (A-2) Chiropractor’s office

S: R-1 Residential single family homes

E: C-4 Automobile dealership

W: R-1 Residential single family homes

Comprehensive Land Use Plan (CLUP):

The requested parcel will extend the C-4 zoning into the residentially zoned properties and would be a slight deviation from our CLUP. It would extend the width of an average city lot, 50 feet, into the residential zoned district to the west.

Zoning Policy:

Based on our Zoning policies, there should be a buffer between heavy commercial and residential areas. The fact that there are cars lining up and down the street is mainly due to the commercial area encroaching within the residential zoning to the west. It is up to the commission and City Council to decide whether this case will hinder or help the neighborhood.

Effect on the adjacent street and thoroughfare system:

As has already been demonstrated through concerns voiced at the ZBA hearing and with a neighbor who has submitted a letter in opposition, the congestion along 43rd Street is already an issue and is being caused by the dealership. The owners are wanting to use this property as overflow for their existing cars, but this may not necessarily take care of the issue.

Staff Recommendations:

If the Commission feels the case will not affect the neighborhood, please add the following conditions:

1. Tied to the proposed site plan, including:
 - a. C-4 guidelines (landscaping, buffering, etc)
 - b. Must only be used for parking in conjunction with the existing carlot to the east, no buildings.
 - c. A solid 6 foot screening fence adjacent to the residential to the west is required. The screening fence must start to taper down 25 feet back from 4-1/2 feet and taper to 3 feet 10 inches away from the property line to allow for landscaping.
2. Must only be used for parking and storage of inventory.

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote with the following conditions:

1. That the zone change be tied to the proposed site plan.
2. That the zone change shall be used for parking and storage of inventory only.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Planning and Zoning Commission

Attachments

Ordinance 2821-A

Site Plan 2821-A

2821-A Backup

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2821-A**; A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT ON **LOT 3, BLOCK 8, SOUTHPORT ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2821-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-4** zoning district on **Lot 3**,

Block 8, Southport Addition, City of Lubbock, Lubbock County, Texas located at 1706 43rd Street, subject to conditions;

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zone change be tied to the proposed site plan.**
- 2. THAT the zone change shall be used for parking and storage of inventory only.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

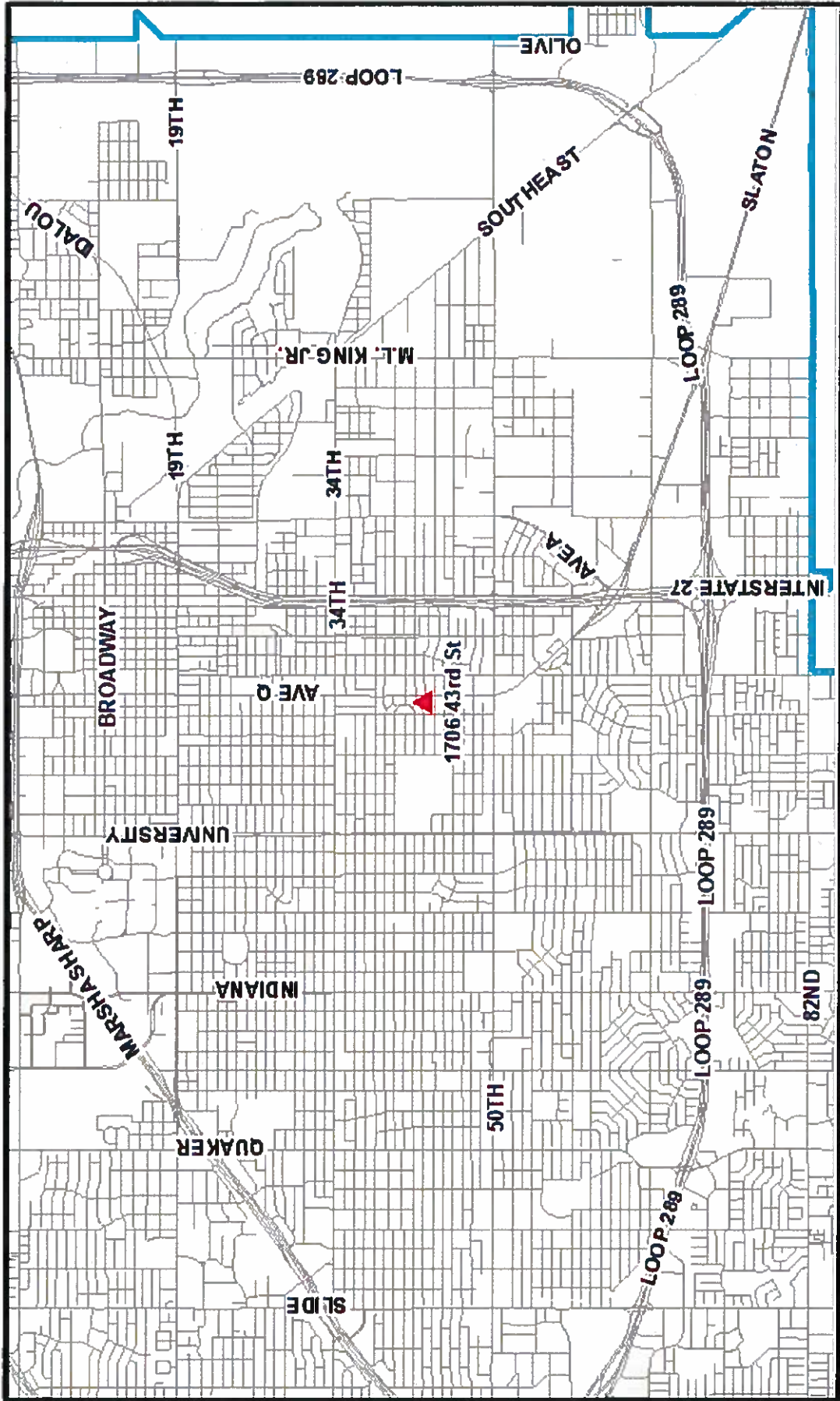


Andrew Paxton, Director of Planning

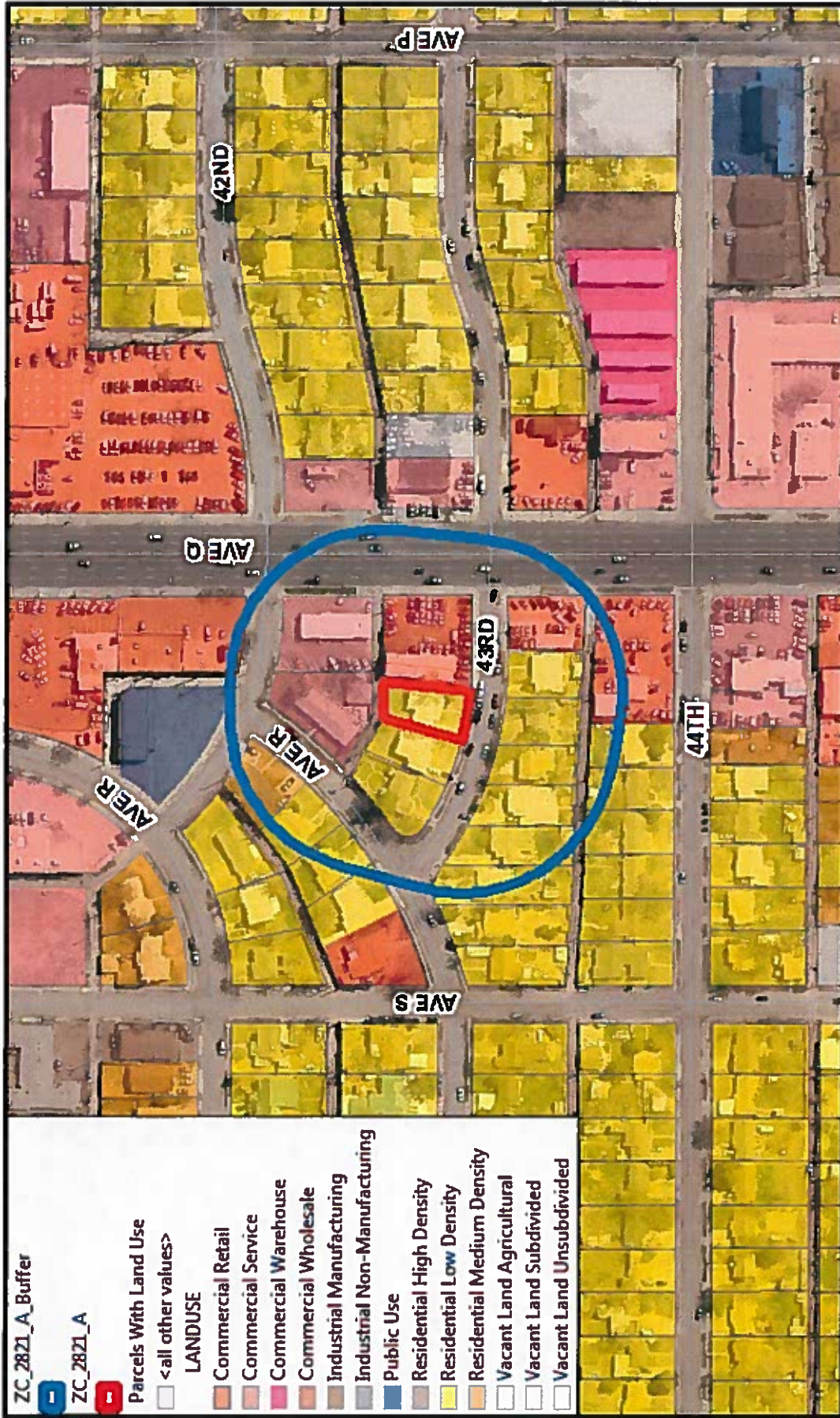
APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

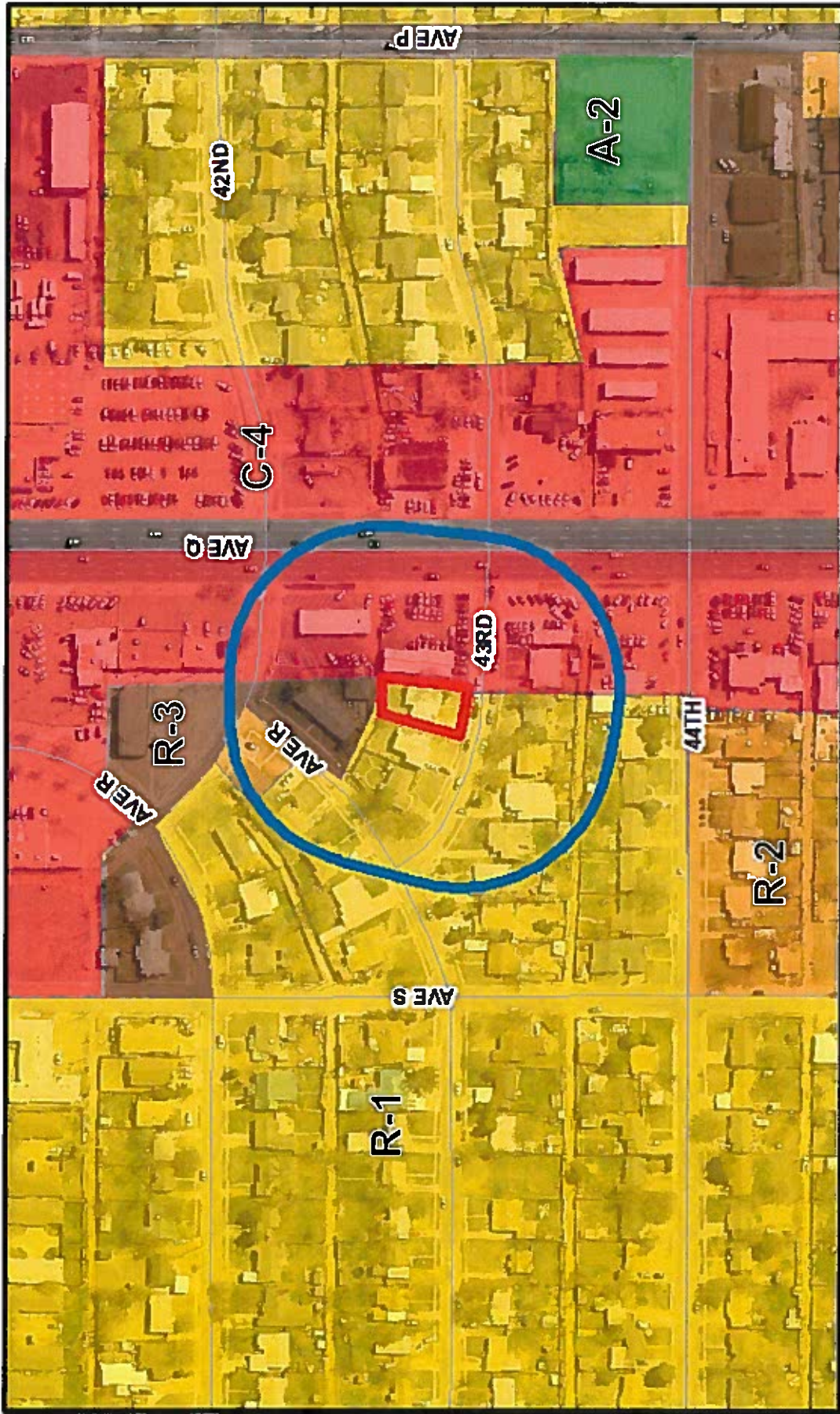


P.Z.C. Case 2821-A

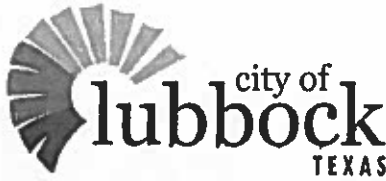


P.Z.C. Case 2821-A

Request of Ralph Carlisle (for Carlisle Motors) for a zoning change from R-1 to C-4, 1706 43rd Street



P.Z.C. Case 2821-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Ralph Carlisle
4220 Ave Q
Lubbock Tx 79412
(806) 777-1042

For Carlisle Motors
Street/Post Office Box
City State Zip
Telephone

Location or Address: 1706 43rd

Legal Description:*

Existing Land Use: Residential Existing Zoning:

Acreage or Square Footage of Property: 7243.96

Zoning Requested: C-4

Proposed Development: Carlot

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature Karen Jones

Date

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 57057 map 6

Zone Case No.: 2821-A

Agenda No.:

Request for zoning change from: R-1

To: C-4

on Lot(s): 3

Block(s): 8

Subdivision: Southport

Address: 1706 43rd st

Handwritten initials/signature

①

We support Carlisle Motors with their proposal for a parking lot to help with the parking problems on 43rd St.

Crystal Ball

Ebbie Pook

4201 Ave R

57060

RECEIVED
OCT 30 REC'D
PLANNING DEPARTMENT

①

We support Carlisle Motors with their proposal for a parking lot to help with the parking problems on 43rd St.

Bonnie J. Young + Larry J. Young

RECEIVED
OCT 30 1971
PLANNING DEPARTMENT

①

We support Carlisle Motors with their proposal for a parking lot to help with the parking problems on 43rd St.

Danny Hendrick

Area Insurance Associates
4202 Ave Q
Lubbock TX 79412
806-747-2400

~~1208~~

①

I believe Carlisle Motors Plans
will reduce congestion at 4th & Q
and allow easier travel on 4th
for all concerned!

Danny Sul (owner)
Dannys Paint + Body
4207 Ave Q

Karen K Jones
Notary



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OCT 30 REC'D
PLANNING DEPARTMENT

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

CARLISLE MOTORS ALREADY CREATED A TRAFFIC CONGESTION PROBLEM FOR TRAFFIC TRYING TO ENTER OR EXIT 43RD STREET FROM I-10 AVE Q. IF THIS ZONE CHANGE IS GRANTED THE PROBLEM WILL ONLY GET WORSE. FOR THE SAFETY OF RESIDENTS & PROPERTY OWNERS ON 43RD PLEASE DENY THIS REQUEST.

Print Name: MICHAEL A. CARTER.
Signature: Michael A. Carter
Address: 14816 N FM 179 SHALLOWATER, TX 79363
Address of Property Owned: 1711-43RD

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57072
PLANNING DEPARTMENT

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 oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

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PLANNING DEPARTMENT

Print Name Roy MAKAREM

Signature: [Handwritten Signature]

Address: 4320 Ave @ Lubbock TX 79423

Address of Property Owned: Same

1

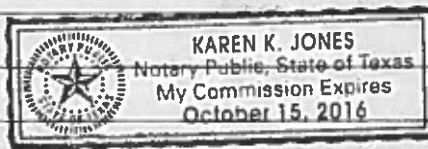
To Whom It May Concern

9-13-15

Greetings we are the Galicias.
We reside at 1713 43rd St Lubbock Tx,
79412 for the last 17 years. We have
been informed of the new proposal
to extend the parking lot on the
North, West corner behind the
Carlisle main office. We are in
agreement for the new parking
structure to go forward.

Sincerely
The Galicias

Angela Galicia



Karen K Jones

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PLANNING DEPARTMENT

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 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

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OCT 29 REC'D
PLANNING DEPARTMENT

Print Name: Angela Galicia
Signature: Angela Galicia
Address: 1713 43rd St Lubbock Tx 79412
Address of Property Owned: Same

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

D

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

Will Reduce PARKING ON 43rd and
Solve Problems with Neighbors.

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OCT 30 REC'D
PLANNING DEPARTMENT

Print Name RAIPH CARLISLE

Signature: Raiph Carlisle

Address: 13 W LAKESHORE RANSOM CANYON TX 79366

Address of Property Owned: 1708-43rd Lubbock TX

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

W: U Reduce Parking on #43rd st
And will stop problems with neighbors

RECEIVED
OCT 30 REC'D
PLANNING DEPARTMENT

Print Name

RAIPA CARLISLE

Signature:

Raipa Carlisle

Address:

13 W. LAKESHORE RANSOM CANYON TX 79366

Address of Property Owned:

4302 AVE Q Lubbock TX

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 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

Will Reduce Parking Problems
At ~~THE~~ ORON 43rd St At Ave Q

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OCT 29 REC'D
PLANNING DEPARTMENT

Print Name RALPH CARLISLE
Signature: Ralph Carlisle
Address: 1300 LAKESHORE RANSOM CANYON TX 79366
Address of Property Owned: 4302 AVE Q LUBBOCK, TX.

To whom it may concern.

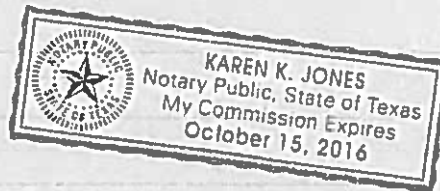
①

Our names are James and Earnestine Barrett. We live at 1703 43rd St. We live behind the Carlisle Motors car lot at 4302 ave G and across the street from Carlisle Motors car lot at 4220 ave G. We have heard of the Proposal to Make a parking lot behind the 4220 ave G address. We agree to the Proposal so we can free up more parking space in front of our home.

Thank you

James Barrett
Earnestine Barrett

~~Karen Jones~~
Notary



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OCT 30 REC'D
PLANNING DEPARTMENT

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

①

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

Will Reduce PARKING PROBLEMS on 43rd
and PROBLEMS WITH NEIGHBORS.

RECEIVED
OCT 30 REC'D
PLANNING DEPARTMENT

Print Name: RAIPH CARLISLE
Signature: Ralph Carlisle
Address: 13 W. LAKESHORE RANSOM CANYON TX 79366
Address of Property Owned: 1703-43rd Lubbock, TX

①

We support Carlisle Motors with their proposal for a parking lot to help with the parking problems on 43rd St.

 _____

1706 ~~43rd~~ St.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

①

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

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OCT 30 REC'D
PLANNING DEPARTMENT

Print Name: BERTHA CARLISLE
Signature: Bertha Carlisle by Ransom Canyon
Address: 13 W LAKESHORE
Address of Property Owned: 17010 - 4321

3.1

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2821-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 26 1997
PLANNING DEPARTMENT

Print Name James P. McNulty, Jr.
Signature: [Handwritten Signature]
Address: 2706 E Slaton, Rd Lubbock
Address of Property Owned: 3701 Ave Q &
4110 Ave Q

1 of 21 Zone Case Number: 2821-A 57046
MCNULTY, JAMES P, Jr.
2706 E SLATON RD

LUBBOCK TX 79404



Regular City Council Meeting

6. 2.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00126 for Zone Case 3266, a request of Day & Company, Inc. for a zoning change from T to C-3 on 9.16 acres of unplatted land out of Block E2, Section 21, 3101 114th Street.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

This request is for C-3 zoning on 9.16 acres of land at 118th Street and Indiana Avenue.

Adjacent land uses:

To the north is an existing and grandfathered indoor sport facility, zoned Transitional. East of this property is a baseball field complex, also grandfathered and zoned Transitional. To the south is a Huntington Business Park, zoned Interstate Highway Commercial (IHC). The business park originally was started outside of the city limits and when annexed requested the IHC zoning in order to complete the development. West, across Indiana Avenue, is vacant C-3 commercial.

Comprehensive Land Use Plan (CLUP):

Many of the adjacent uses and current zoning do not follow the standard CLUP. The zoning to the west was justified due to the impact of the drainage in the immediate area which heavily impacted the traditional ten acre corner. The business park to the south, along with the other adjacent non-conforming uses, have also changed the expectation of acceptable land uses consistent with the policy, to be developed in the future.

Although this is a minor change to the CLUP, staff recommends the change based on the existing conditions of the area.

Zoning Policy:

This nine acre parcel is situated between other commercial properties, making the request consistent with zoning policy.

Effect on the adjacent street and thoroughfare system:

With the commercial zoning further away from the controlled intersection of the two thoroughfares, there is potential for an increased effect on traffic in this area.

Recommendations:

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

3266 Ordinance

Backup 3266

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3266**; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT ON **9.16 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, 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 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3266

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-3 zoning district on **9.16 acres of**

unplatted land out of Block E-2, Section 21, City of Lubbock, Lubbock County, Texas, located at 3101 114th Street, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



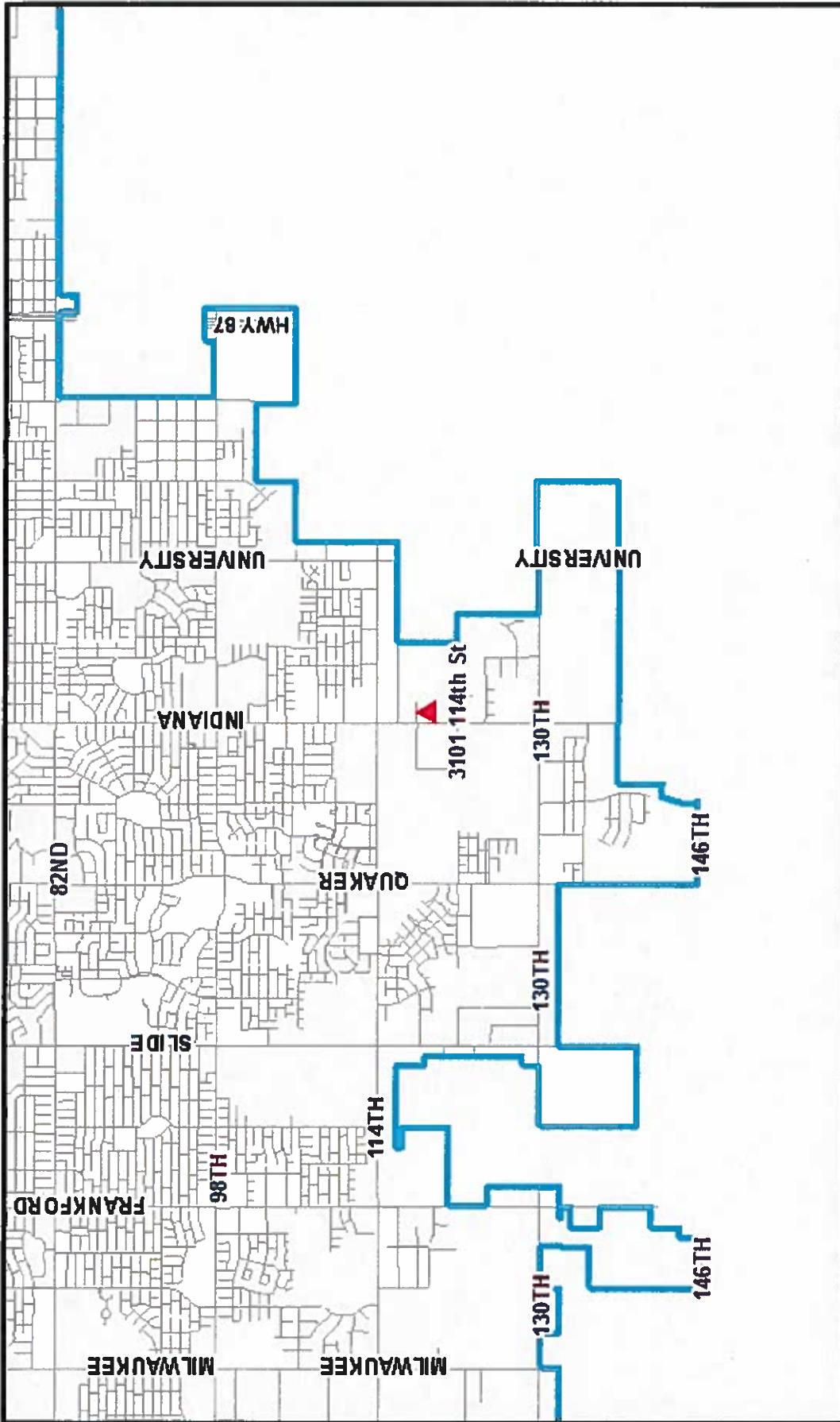
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

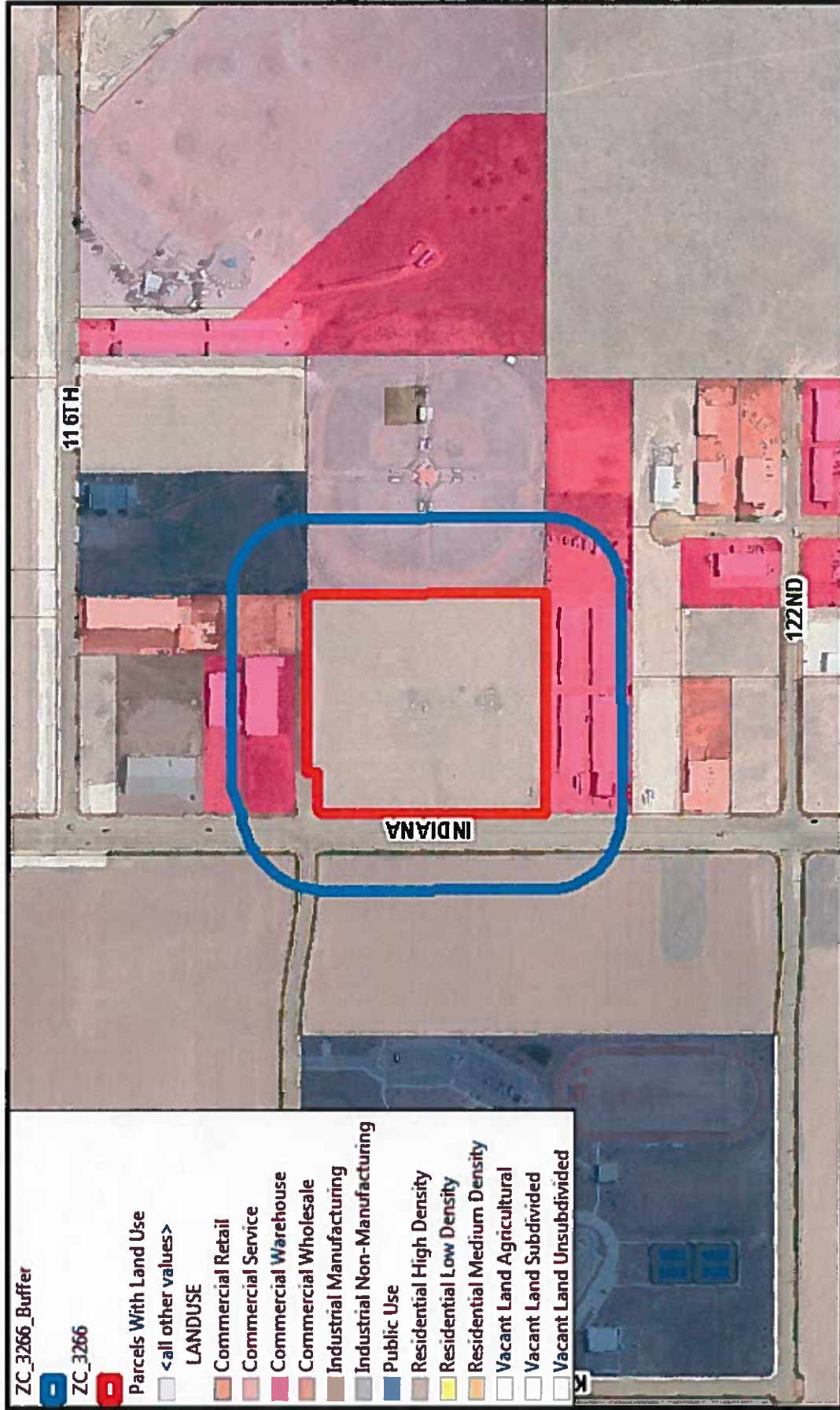


Justin D. Pruitt, Assistant City Attorney

vw/cityatl/Justin/ZoneCase/ZC3266
November 3, 2015



P.Z.C. Case 3266



P.Z.C. Case 3266

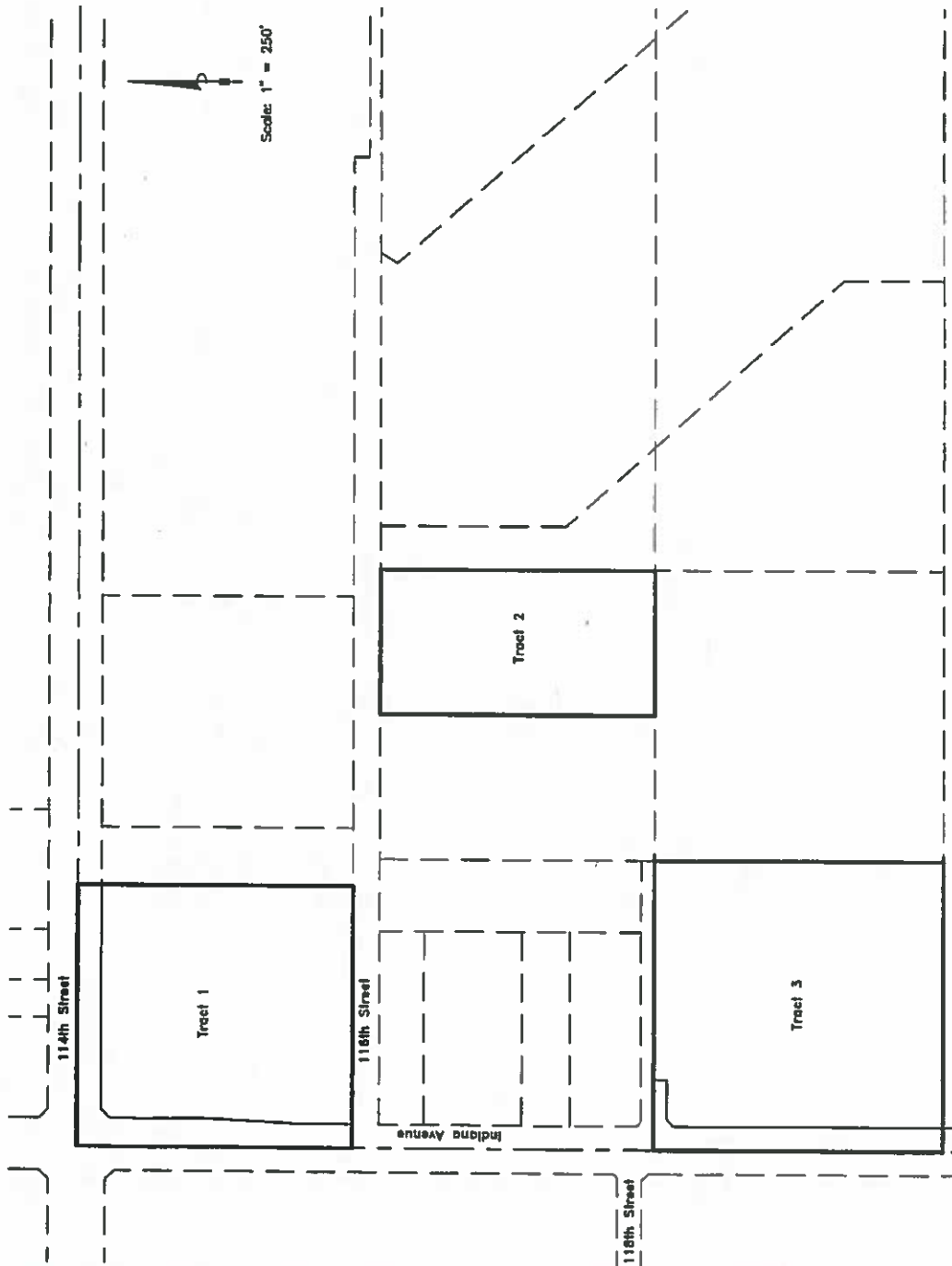
Request of Day & Company, Inc. for a zoning change from T to C-3, 3101 114th Street



P.Z.C. Case 3266 Zoning



Proposed Zoning
 Sketch Showing Proposed Zoning for Section 21,
 Block E-2, Lubbock County, Texas.



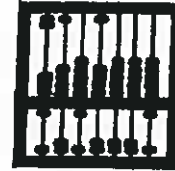
Prepared for Zoning
 Purposes Only. Not
 Based on a Survey

ABACUS ENGINEERING SURVEYING	
2737 81st Street	
LUBBOCK, TEXAS	
808-745-7870	
Count on It	
TEXAS SURVEYING FIRM NO. 101153-00	
TEXAS ENGINEERING FIRM NO. 43388	

2

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 3

Metes and Bounds Description prepared for Zone Change Purposes only on a tract out of Section 21, Block E-2, Lubbock County, Texas and further described as follows:

BEGINNING at the Northeast corner of this tract from which the Northwest corner of Section 21, Block E-2 bears North, a distance of 1320 feet and West, 660 feet;

THENCE South, a distance of 660 feet;

THENCE West, a distance of 660 feet;

THENCE North, with the West line of Section 21, a distance of 660 feet;

THENCE East, a distance of 660 feet to the Point of **BEGINNING** containing 10.00 acres.

For Zone Change Purposes Only, Does not Represent a Survey.



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Day & Company, Inc.
6309 Indiana Ave Ste. B
Lubbock TX 79413
(806) 785-7300

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 114th & Indiana Ave.

Legal Description: A 9.16 acres tract out of BLK E2 SEC 21 AB 270 TR A

Existing Land Use: Farm Existing Zoning:

Acreeage or Square Footage of Property: 9.16

Zoning Requested: C3

Proposed Development: Shopping Center

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature: Bobby Day

Date: 9-14-15

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3266

Agenda No.:

Request for zoning change from: T

To: C-3

9.16 acres of unplatted land out of block E2 Section 21

on Lot(s):

Block(s):

Subdivision:

Address: 3101 114th St



Regular City Council Meeting

6. 3.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00127 for Zone Case 3267, a request of Day & Company, Inc. for a zoning change from T to C-2 on 5 acres of unplatted land out of Block E2, Section 21, 3101 114th Street.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

This request is for C-2 zoning on 5 acres of land on 116th Street east of Indiana Avenue.

Adjacent land uses:

To the west is an existing grandfathered church facility, zoned Transitional. East of this property is a mini warehouse complex zoned C-4 Specific Use. East of the mini warehouses is a golf driving range, also grandfathered and zoned Transitional. To the south is grandfathered baseball field complex, zoned Transitional. North of this property is vacant land zoned Transitional.

Comprehensive Land Use Plan (CLUP):

Many of the adjacent uses along with current zoning do not follow the standard CLUP. The specific use for the mini warehouses was requested as a low impact use on the same property as the television and communications tower on the same property. All of the other existing land uses were annexed into the city.

Although this is a minor change to the CLUP, staff recommends the change based on the existing conditions of the area.

Zoning Policy:

This five acre parcel is situated between other commercial land uses, making the request consistent with zoning policy.

Effect on the adjacent street and thoroughfare system:

With this property fronting on 116th Street, a non-thoroughfare street, although the volume may increase, the traffic will access the thoroughfare from an existing street and there should be minimal increased effect on the system.

Recommendations:

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3267

3267 Backup

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3267**; A ZONING CHANGE FROM T TO C-2 ZONING DISTRICT ON **5 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, 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 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3267

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-2 zoning district on **5 acres of**

unplatted land out of Block E2, Section 21, City of Lubbock, Lubbock County, Texas, located at 3101 114th Street, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



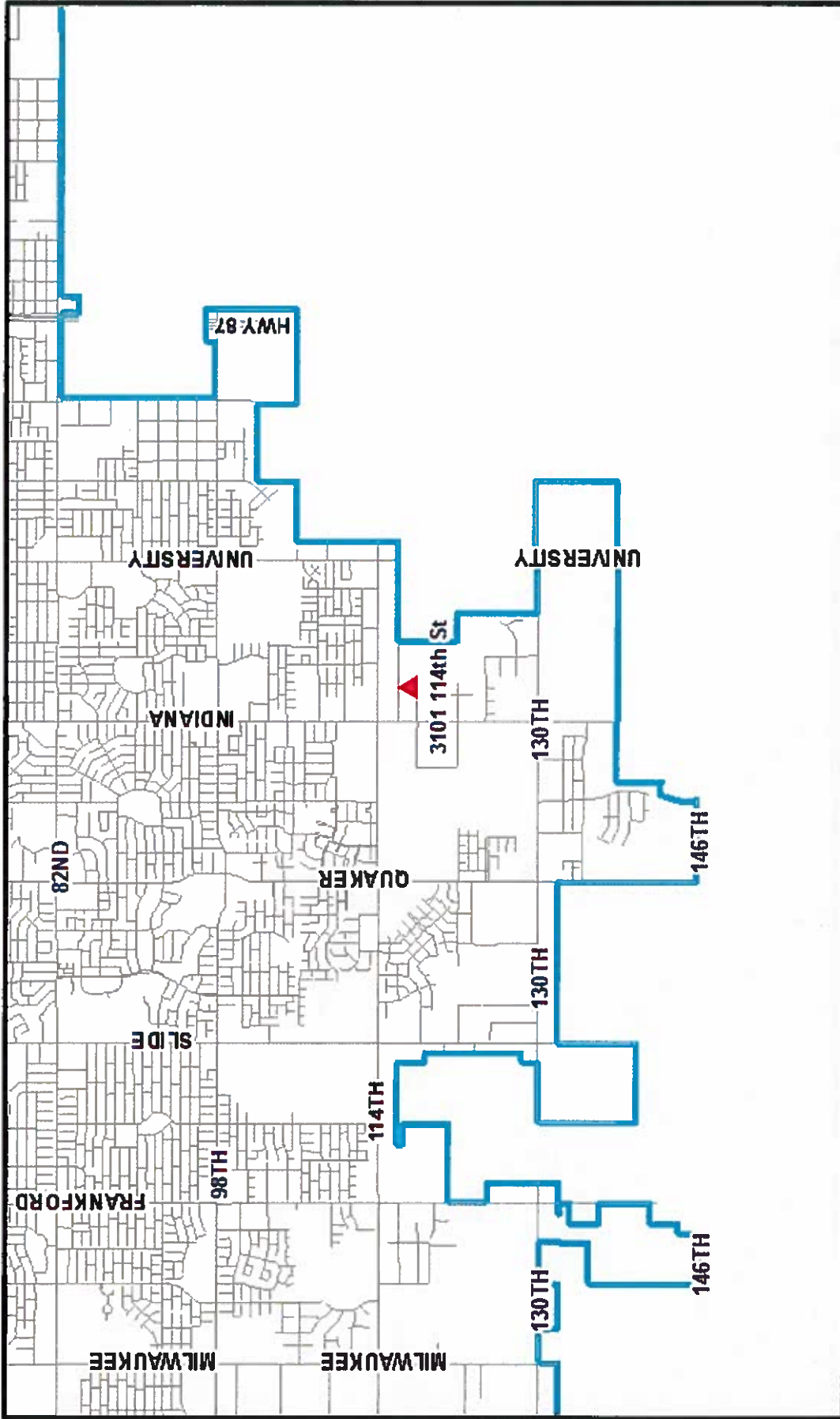
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

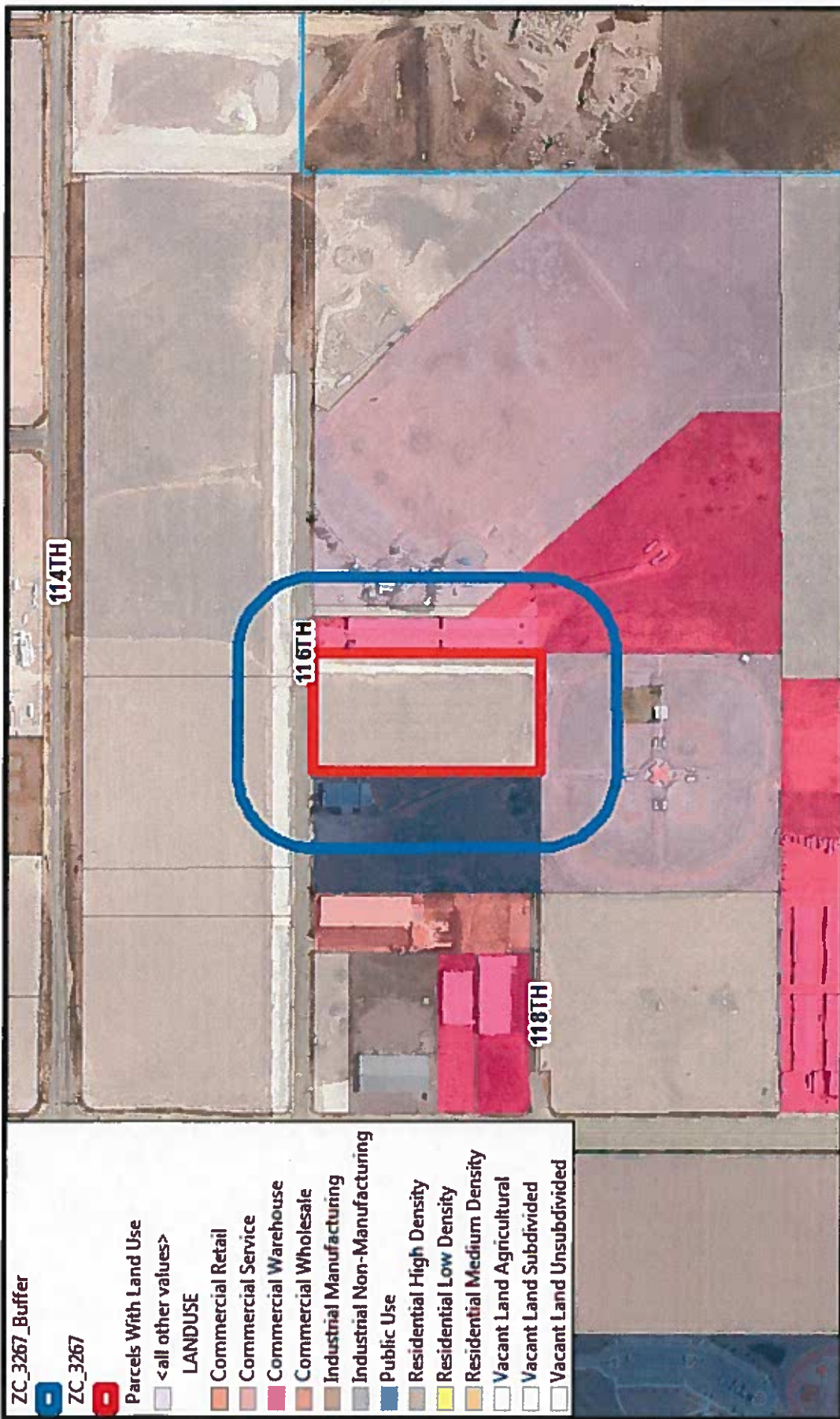
vw/cityatt/Justin/ZoneCase/ZC3267
November 3, 2015



P.Z.C. Case 3267



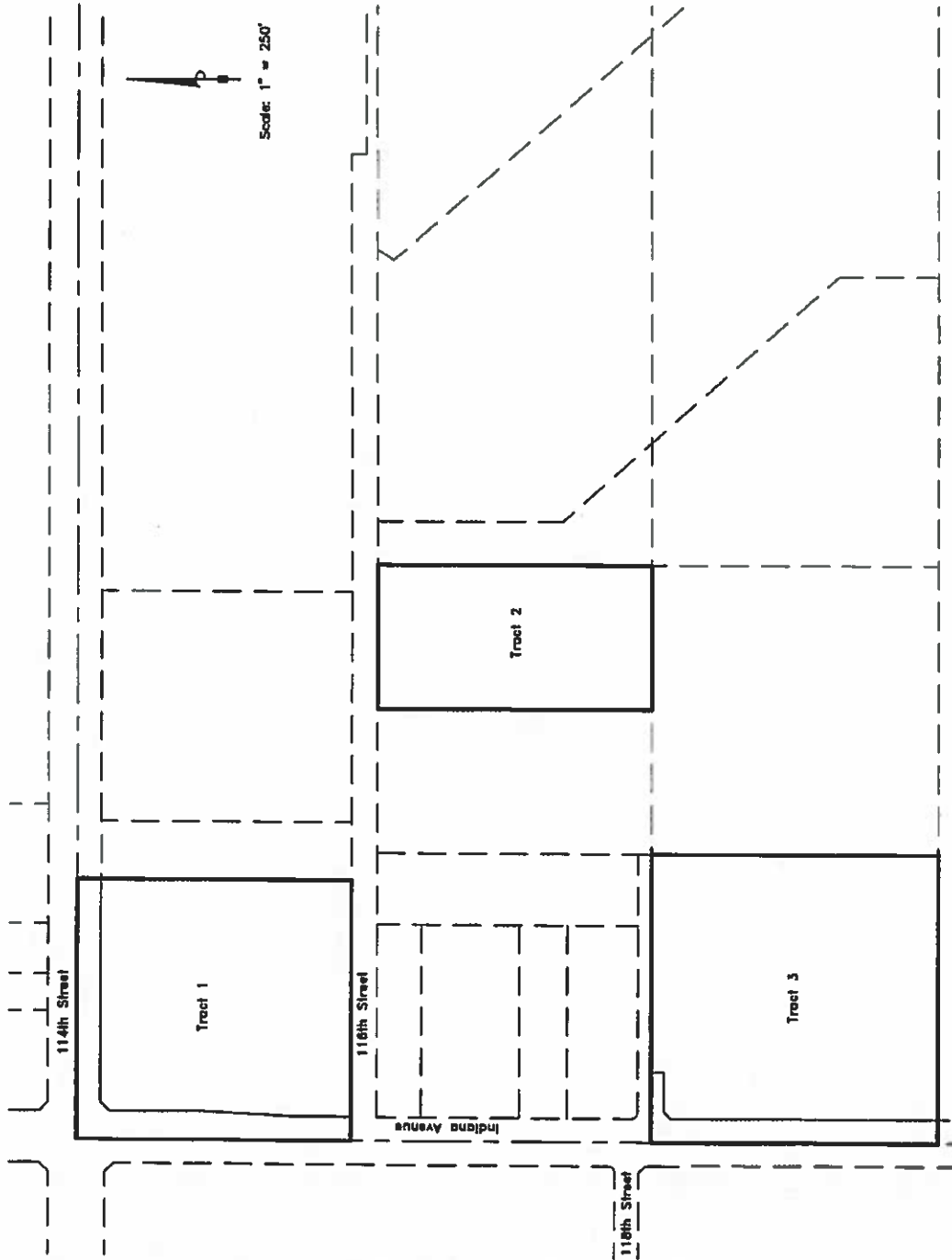
P.Z.C. Case 3267 Zoning



P.Z.C. Case 3267

Request of Day & Company, Inc. for a zoning change from T to C-2, 3101 114th Street

Proposed Zoning
 Sketch Showing Proposed Zoning for Section 21,
 Block E-2, Lubbock County, Texas.



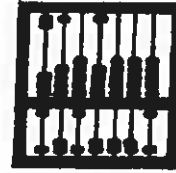
Prepared for Zoning
 Purposes Only. Not
 Based on a Survey

ABACUS ENGINEERING SURVEYING	
2737 81st Street LUBBOCK, TEXAS 806-745-7670	
COUNT ON IT	TEXAS SURVEYING FIRM NO. 101153-00 TEXAS ENGINEERING FIRM NO. 4368

3

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

3

Tract 2

Metes and Bounds Description prepared for Zone Change Purposes only on a tract out of Section 21, Block E-2, Lubbock County, Texas and further described as follows:

BEGINNING at the Northeast corner of this tract from which the Northwest corner of Section 21, Block E-2 bears North, a distance of 690 feet and West, 1320 feet;

THENCE South, with the West line of Tract A, Stenocall Addition, a distance of 630 feet;

THENCE West, a distance of 330 feet;

THENCE North, a distance of 630 feet;

THENCE East, with the South line of 116th Street, a distance of 330 feet to the Place of **BEGINNING** containing 4.773 acres.

For Zone Change Purposes Only, Does not Represent a Survey.



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Day & Company, Inc.
6309 Indiana Ave Ste. B
Street/Post Office Box
Lubbock TX 79413
City State Zip
(806) 785-7300
Telephone

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 114th & Indiana Ave.

Legal Description*: A 5 acres tract out of BLK E2 SEC 21 AB 270 TR A

Existing Land Use: Farm Existing Zoning:

Acreege or Square Footage of Property: 5

Zoning Requested: C2

Proposed Development: Shopping Center

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature: Bobby Day

Date: 9-14-15

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only m+B map 40

Zone Case No.: 3167

Agenda No.:

Request for zoning change from: T

To: C-2

5 acres of UNplatted land out of block E2 Section 21

on Lot(s): Block(s):

Subdivision: Address: 3101 114th St

Bobby G. Day

6309 Indiana Ave. Suite B
Lubbock, TX 79413
(806) 785-7300
(806) 778-4616 Cell

Monday September 14, 2015

City of Lubbock
Planning and Zoning Commission
PO Box 2000
1625 13th Street
Lubbock, TX 79457

To Whom it May Concern:

I have included three applications of zone change, and the corresponding payments for each.

If any have any question please do not hesitate to contact me at (806) 778-4616.

Sincerely,



Bobby G. Day
Day & Company, Inc.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

33

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3267

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
1 OCT 16 PM '11
PLANNING DEPARTMENT

Print Name

RUSTAM J. MEHDIABADI

Signature:

Address:

11606 8th St. Lubbock, TX 79416

Address of Property Owned:

Block E 2 Section 21 AB 270 TRB ACS



Regular City Council Meeting

6. 4.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00128 for Zone Case 3268, a request of Day & Company, Inc. for a zoning change from T to C-3 on 6.41 acres of unplatted land out of Block E2, Section 21, 3101 114th Street.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

This request is for C-3 zoning on 6.41 acres of land on 114th Street and Indiana Avenue.

Adjacent land uses:

To the north, northwest, and west of this parcel is primarily vacant commercially zoned property. South, across 116th Street, is also commercial property, an indoor baseball facility. East of the site is vacant land zoned Transitional.

Comprehensive Land Use Plan (CLUP):

Many of the adjacent uses and current zoning in the nearby area are not consistent with the CLUP, however this case is consistent.

Zoning Policy:

As a parcel ten acres or less at the hard corner of two thoroughfares, this case is a policy zone case.

Effect on the adjacent street and thoroughfare system:

Once 114th is built out as a full width thoroughfare, there should be little to no negative impact on the thoroughfare system generated from this case.

Recommendations:

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

3268 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3268**; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT ON **6.41 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 21, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3268

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-3 zoning district on **6.41 acres of unplatted land out of Block E2, Section 21, City of Lubbock, Lubbock County, Texas, located at 3101 114th Street**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



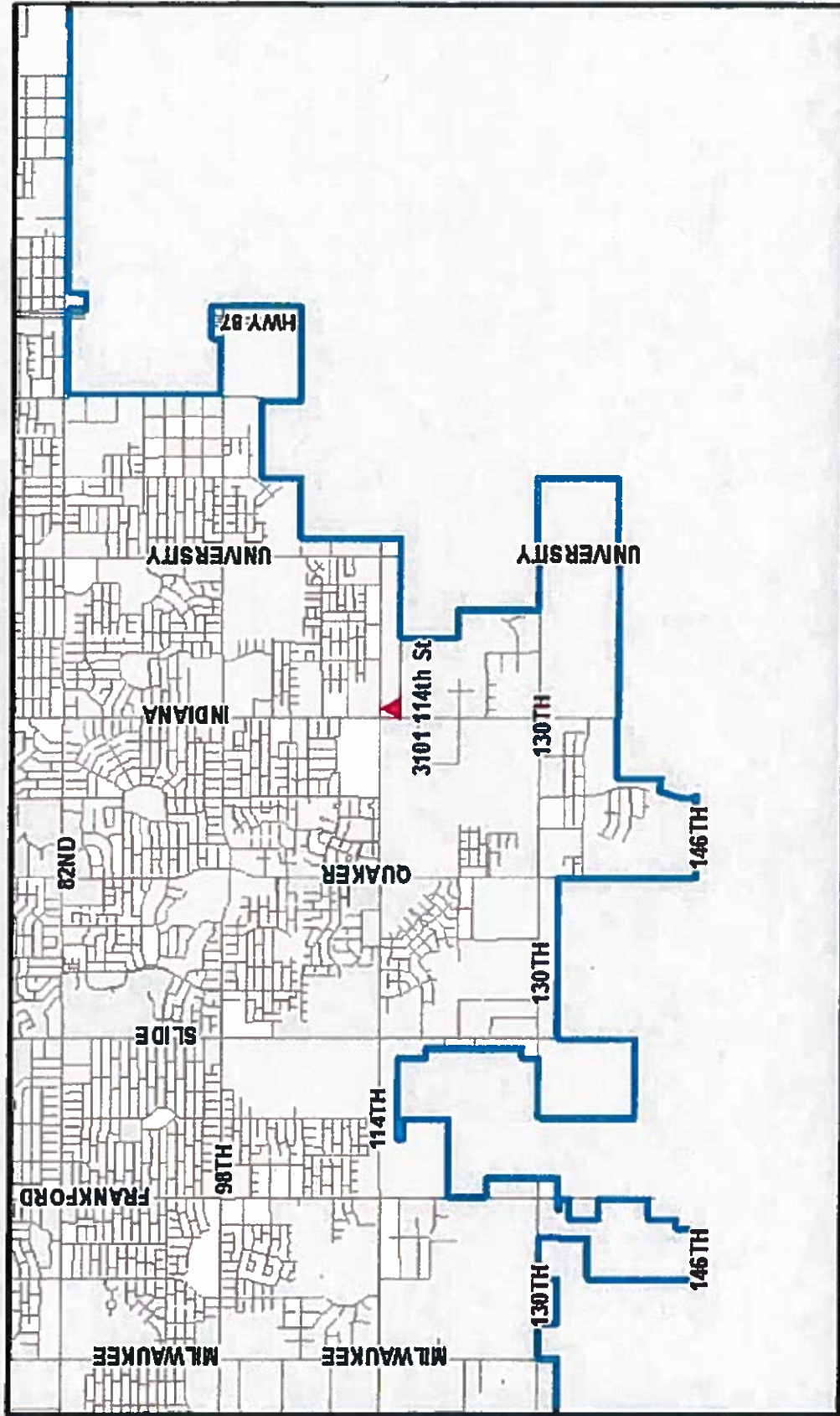
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

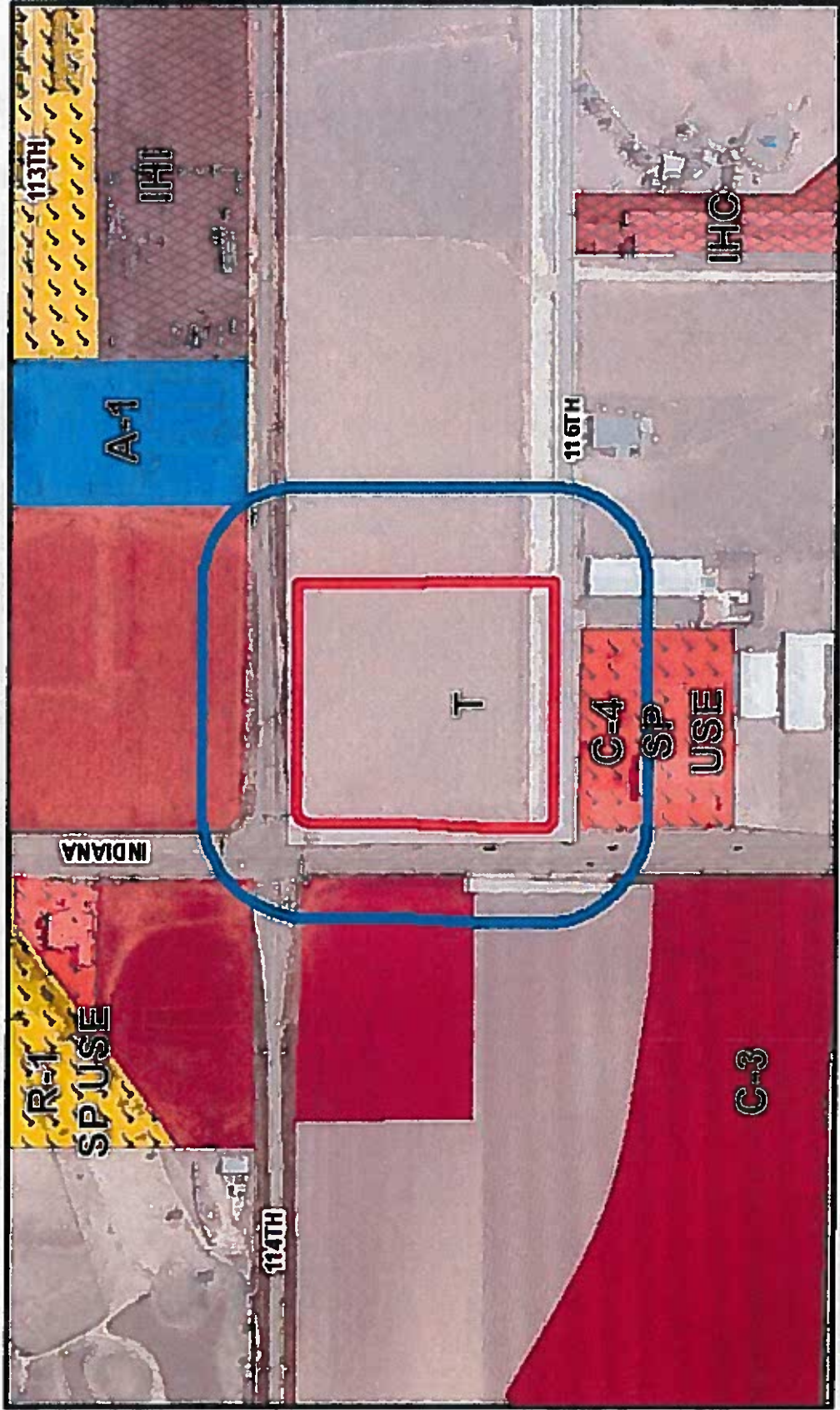


Justin D. Pruitt, Assistant City Attorney

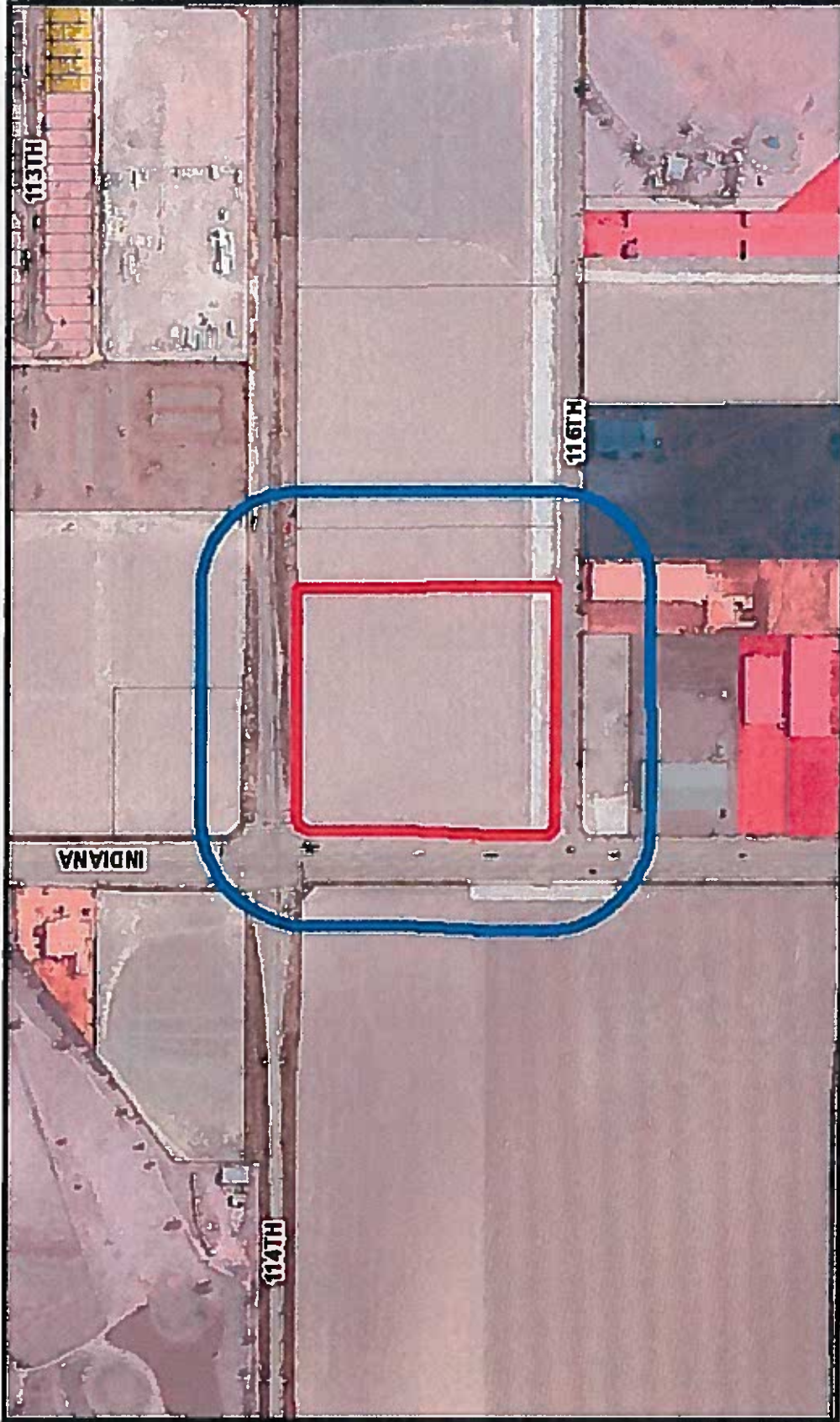
vw/cityatt/Justin/ZoneCase/ZC3268
November 3, 2015



P.Z.C. Case 3268



P.Z.C. Case 3268 Zoning



P.Z.C. Case 3268

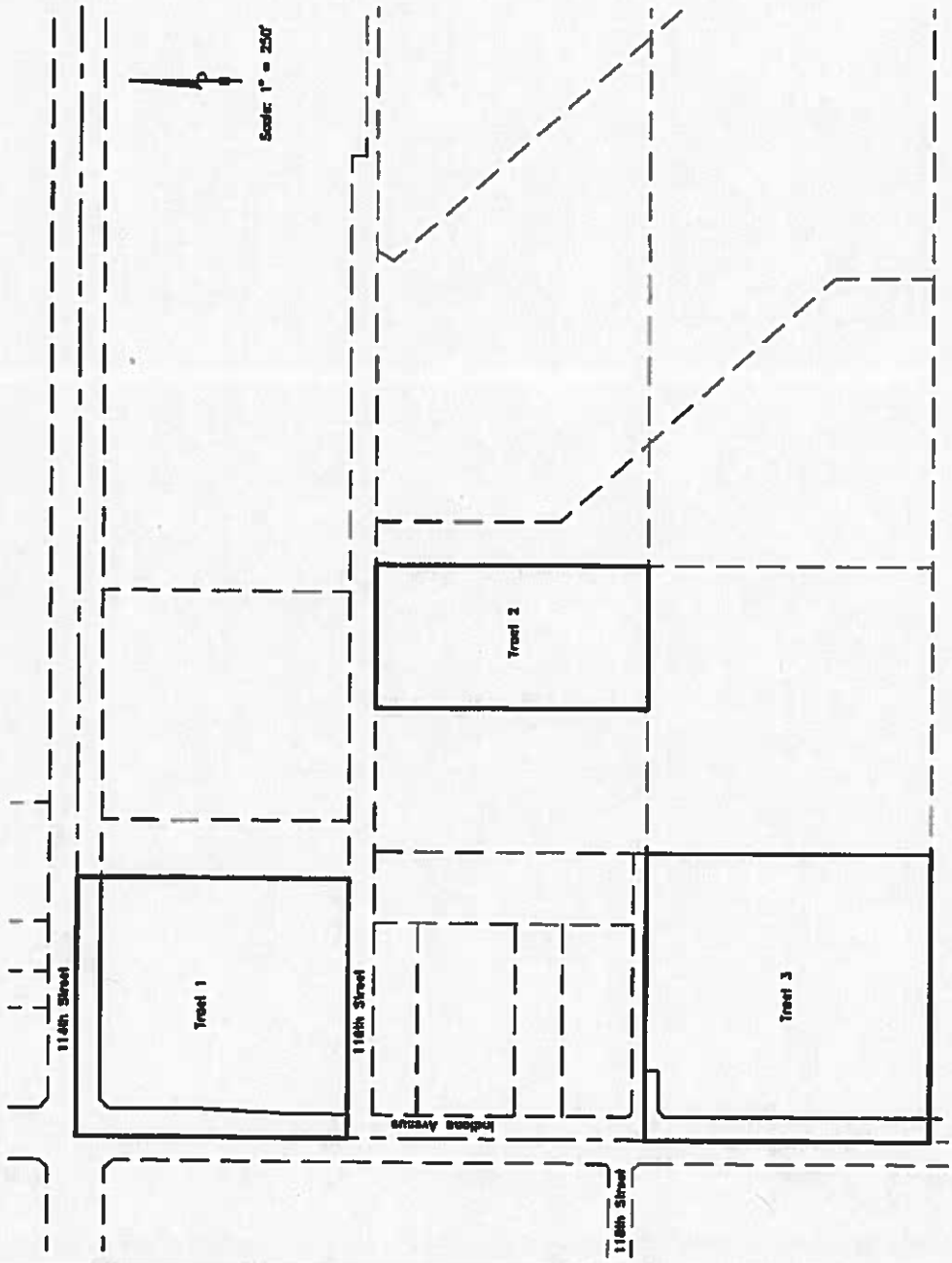
Request of Day & Company, Inc. for a zoning change from T to C-3, 3101 114th Street

4

Proposed Zoning

Sketch Showing Proposed Zoning for Section 21,
Block E-2, Lubbock County, Texas.

Prepared for Zoning
Purposes Only. Not
Based on a Survey



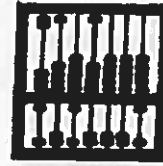
ABACUS ENGINEERING & SURVEYING	
2707 81st Street Lubbock, Texas	
804-746-7870	
Chart no. 11	TEXAS SURVEYING FIRM NO. 10183-00
	TEXAS ENGINEERING FIRM NO. 4366

S:\COORDINATES\SECTION\BLOCKS-SECTION 21\SECTION 21-2\BLOCK E-2\ZONING-TC.dwg, 10/25/2015 2:15:59 PM, SHAPE MIT-2000H PCL011-17.dwg

(4)

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 1

Metes and Bounds Description prepared for Zone Change Purposes only on a tract out of Section 21, Block E-2, Lubbock County, Texas and further described as follows:

BEGINNING at the Northwest corner of Section 21, Block E-2;

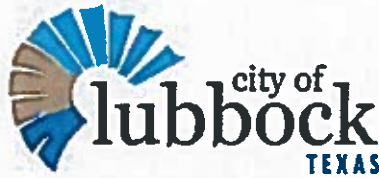
THENCE East along the North line of Section 21, a distance of 597 feet;

THENCE South, a distance of 630 feet;

THENCE West, along the North line of 116th Street a distance of 597 feet;

THENCE North, along the West line of Section 21, a distance of 630 feet to the Place of BEGINNING containing 8.634 Acres.

For Zone Change Purposes Only, Does not Represent a Survey.



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Day & Company, Inc.
6309 Indiana Ave Ste. B
Lubbock TX 79413
(806) 785-7300

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 114th & Indiana Ave.

Legal Description: A 6.41 acres tract out of BLK E2 SEC 21 AB 270 TR A

Existing Land Use: Farm

Existing Zoning:

Acres or Square Footage of Property: 6.41

Zoning Requested: C3

Proposed Development: Shopping Center

If property is not subdivided, will preliminary plat be submitted?

Yes No

Bobby Ray
Applicant's Signature

9-14-15
Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

For City Use Only

Zone Case No.: 3268

Agenda No.:

Request for zoning change from: T

To: C-3

6.41 acres of un-platted land out of Block E2 Section 21

on Lot(s):

Block(s):

Subdivision:

Address: 3101 114th St

vk kc

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3.4

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3268

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 20 1997
PLANNING DEPARTMENT

Print Name

RUSTAM J. MEHDIABADI

Signature:

R. Mehdiaadi

Address:

4606 8th St. Lubbock Tx. 79416

Address of Property Owned:

Block E 2 Section 21 AB 270 TRB ACS

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

14

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3268

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 26 REC'D
PLANNING DEPARTMENT

Print Name PNCT LAND LLC BY TERRY CROFOOT
Signature: Terry Crofoot
Address: P.O. BOX 53188 LBB, TX 79453
Address of Property Owned: 3102 114 ST ?

10 of 11

Zone Case Number: 3268
PNCT LAND LLC
PO BOX 53188

95326

LUBBOCK

TX 79453



Regular City Council Meeting

6. 5.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00129 for Zone Case 3269, a request of AMD Engineering, LLC., for MRXNO, for a zoning change from R-1 to C-3 on 7.27 acres of unplatted land out of Block AK, Section 44, 3206 West Loop 289.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

This request is to rezone a little more than seven acres of land from R-1 to C-3. These seven acres are located at the northeast corner of Kewanee Avenue and 34th Street, approximately 2000 feet west of Loop 289. The developer is proposing to build a three or four story office complex on this property.

The applicant is proposing a 120 foot landscape buffer, including a screening fence along the west edge of this proposed development. He has also requested one curb cut access to Kewanee Avenue.

In May 2015, the P&Z Commission approved a case for 15 acres of C-3 northeast of this location. Those 15 acres were a minor change to the CLUP, but were supported based on the location and the separation from the adjacent existing residential district. This separation was created by the amount of land that could not be developed due to the neighboring playa lake. Including the 15 acres approved in May, this accounts for approximately 100 acres of commercially zoned property around west Loop 289 and 34th Street.

Due to the playa lake and drainage requirements, development of this seven acres will most likely lessen the acreage of land that can be developed north and east of the existing playa lake.

Adjacent land uses:

To the west of the requested zoning change is an existing single family neighborhood. There is a playa lake north and east of the property with vacant commercially zoned property beyond that. Across 34th Street to the south is another established single family neighborhood.

CLUP:

This request is not consistent with the CLUP. Approval of this case will be a minor change to the CLUP. Any commercial zoning beyond 660 feet from the intersection of two thoroughfares or expressway is considered strip zoning and is discouraged by the CLUP. With the conditions limiting the uses and curb cuts, as recommended by the P&Z Commission, the minor change to the CLUP is supported by staff.

Zoning Policy:

The City of Lubbock zoning policies discourage commercial zoning adjacent to residential zoned areas. A zoning district with a lower impact is preferred as a buffer adjacent to neighborhoods. With the condition requiring a large landscape buffer area, the case is consistent with the intent of the zoning policy. Additionally, the condition limiting the allowed uses in the building, the request follows the intent of the code.

Effect on the adjacent street and thoroughfare system:

The continued expansion of commercial zoning along the length of 34th Street could have a negative impact on traffic along this corridor. However, with the condition limiting the project to one curb cut on Kewanee Avenue and one curb cut on 34th Street, the overall impact on the thoroughfare system should be limited.

Recommendations:

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

1. That the uses shall be limited to professional offices and restaurants as an incidental use;
2. That a 120 foot landscape buffer, including a screening fence, shall be required on the west property line;
3. That one curb cut shall be allowed on Kewanee Avenue and one curb cut shall be allowed on 34th Street; and
4. That the screening fence requirement be waived for the north and east property lines.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3269

3269 Backup

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3269**; A ZONING CHANGE FROM R-1 TO C-3 ZONING DISTRICT ON 7.27 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 44, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3269

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-3 zoning district on 7.27 acres of

unplatted land out of Block AK, Section 44, City of Lubbock, Lubbock County, Texas located at 3206 West Loop 289, subject to conditions:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the uses shall be limited to professional offices and restaurants as an incidental use.**
- 2. THAT a 120 foot landscape buffer, including a screening fence shall be required on the west property line.**
- 3. THAT one curb cut shall be allowed on Kewanee Avenue and one curb cut shall be allowed on 34th street.**
- 4. THAT the screening fence requirement be waived for the north and east property lines.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

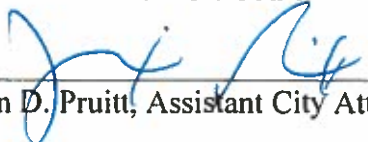
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



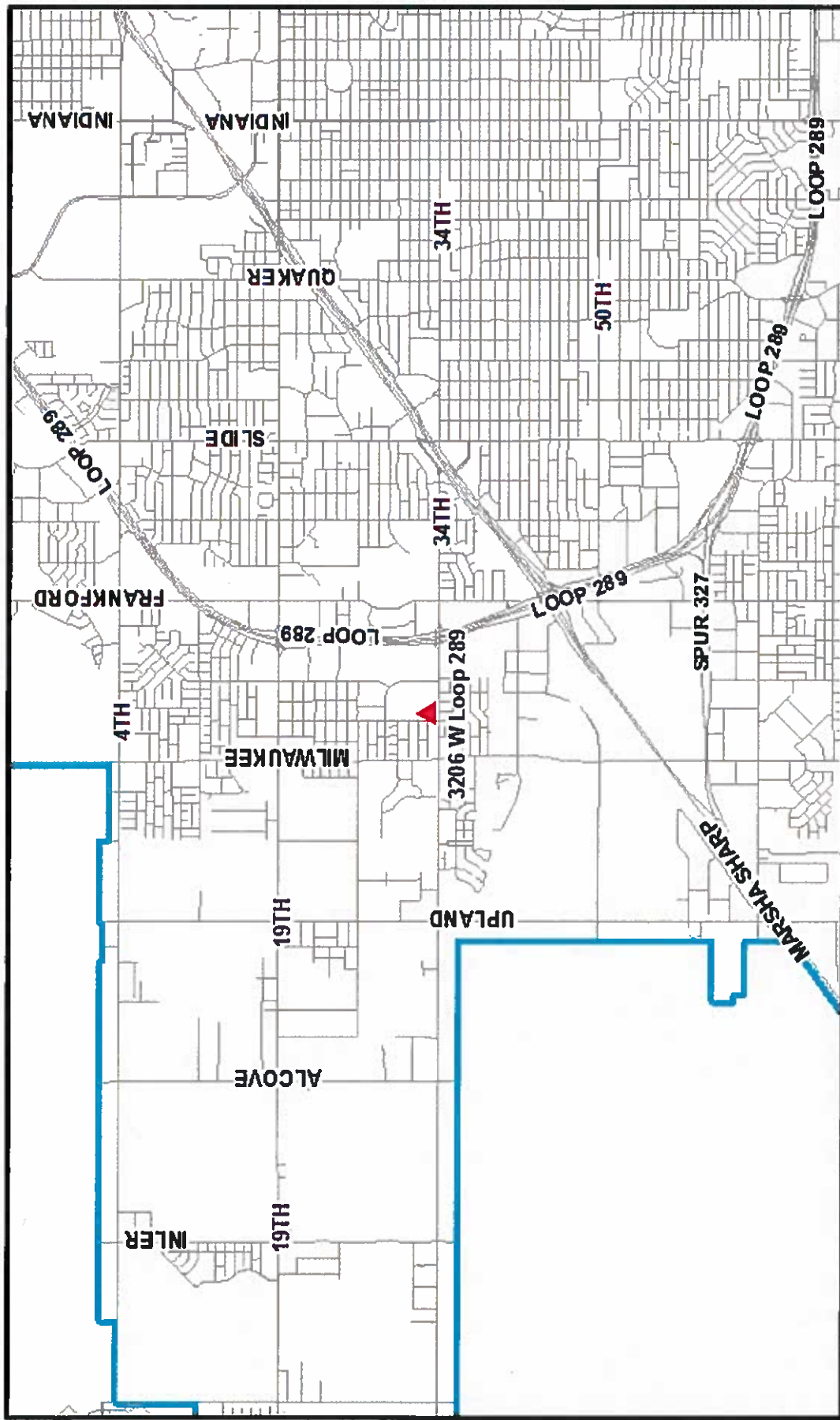
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

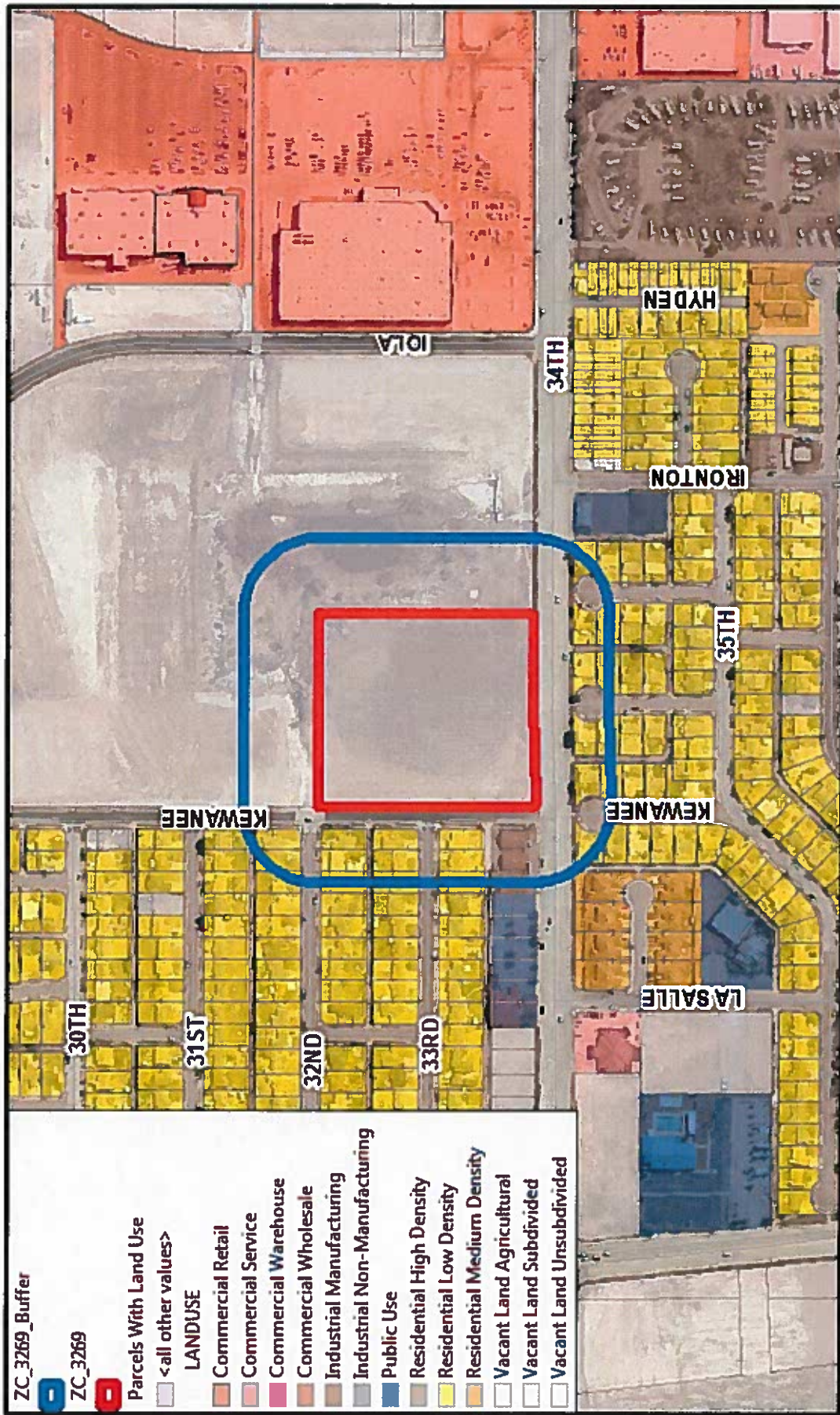


Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3269
November 3, 2015

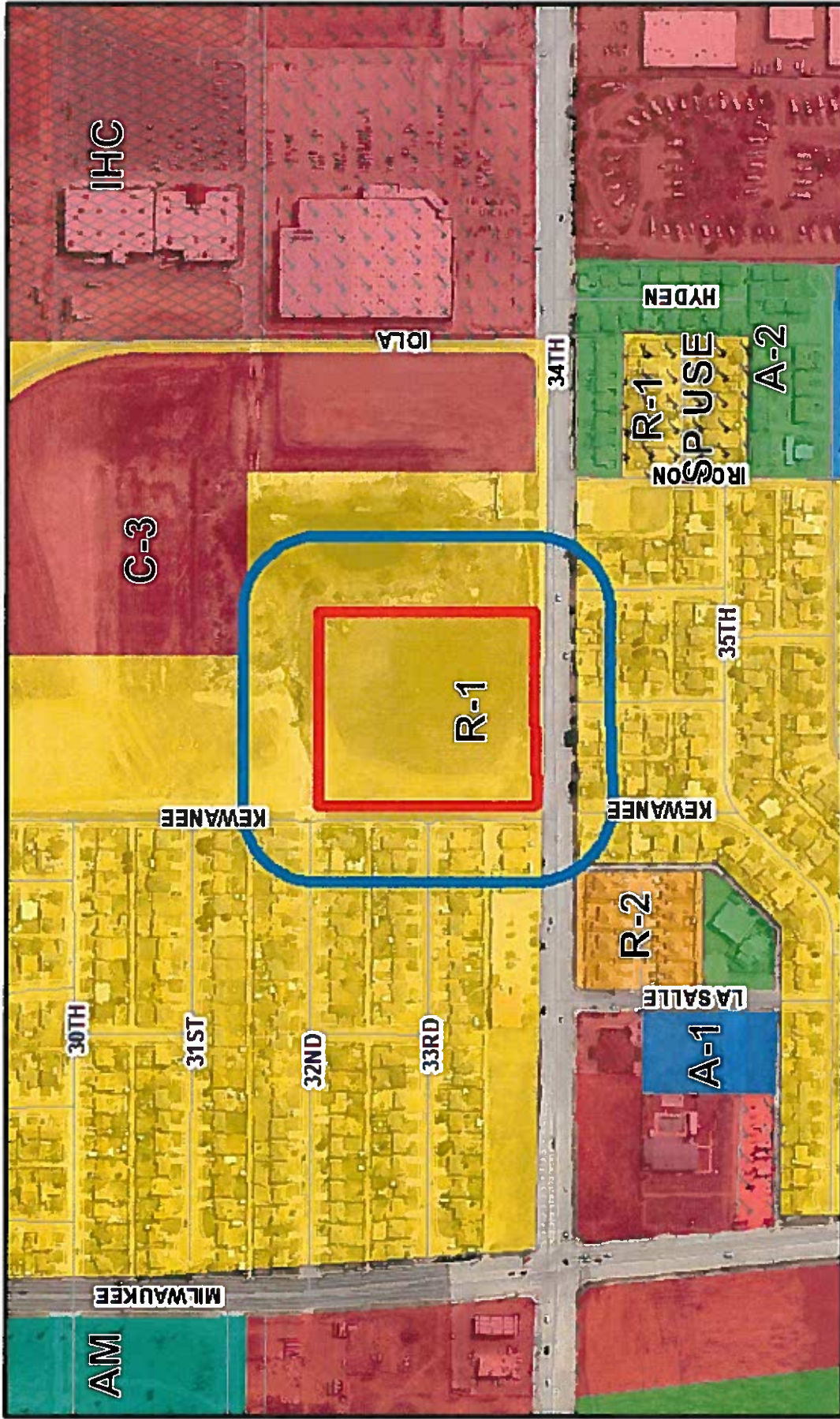


P.Z.C. Case 3269



P.Z.C. Case 3269

Request of AMD Engineering, LLC. (for MRXNO) for a zoning change from R-1 to C-3, 3206 West Loop 289



P.Z.C. Case 3269 Zoning



Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 7.27 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point which bears N01°51'33"E, approximately 53.84 feet and N88°08'27"W, approximately 3401.41 feet from the Southeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE N88°08'27"W, an approximate distance of 247.93 feet;

THENCE N89°55'50"W, an approximate distance of 268.15 feet;

THENCE Northwesterly along an arc of a curve to the right having a radius of 15.00 feet, an arc length of 23.77 feet, a central angle of 90°40'11", a chord distance of 21.36 feet, and a chord bearing of N44°08'50"W;

THENCE N01°45'00"E, an approximate distance of 586.92 feet;

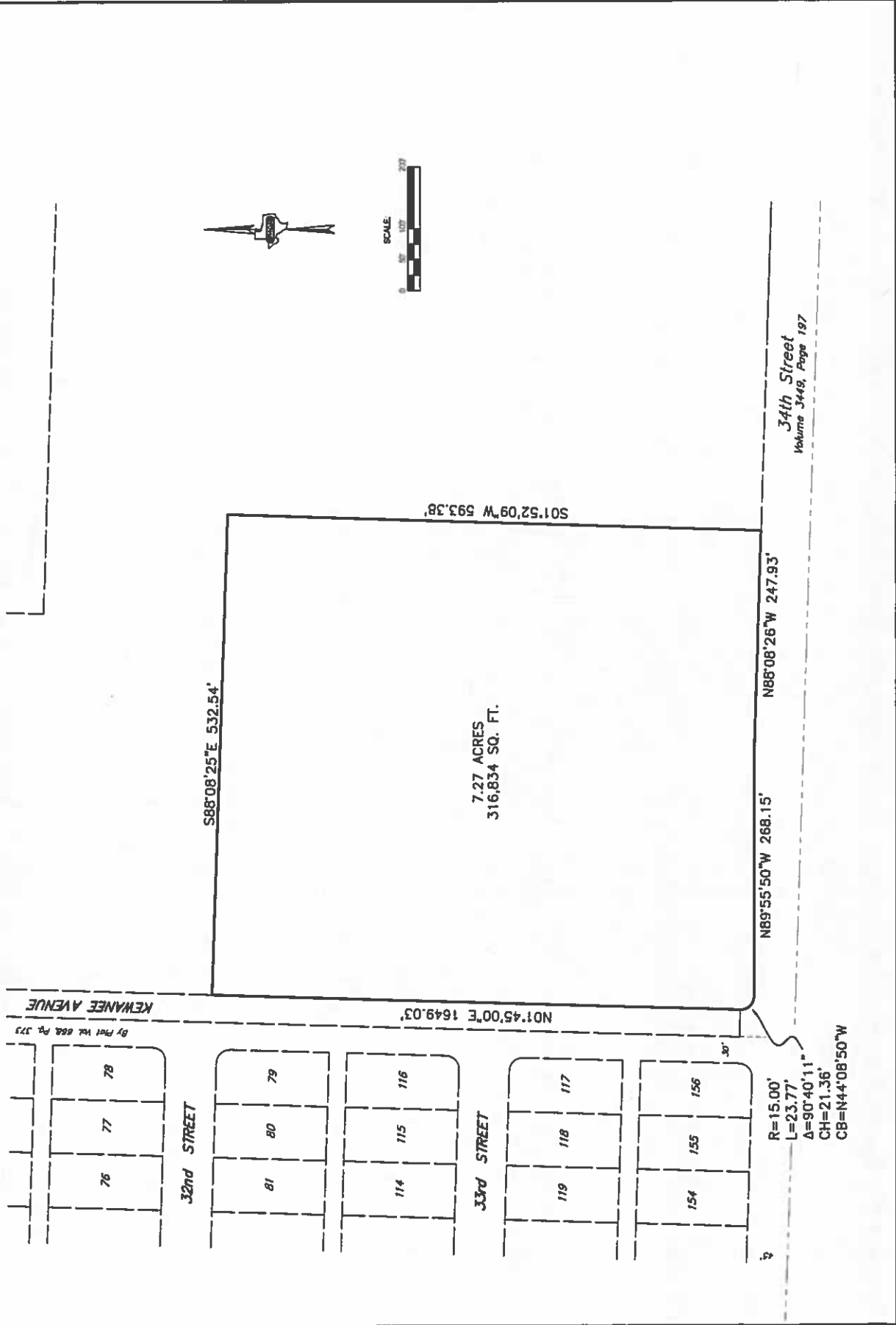
THENCE S88°08'27"E, an approximate distance of 532.54 feet;

THENCE S01°52'09"W, an approximate distance of 593.38 feet to the Point of Beginning and containing approximately 7.27 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Marvin Crossnoe
October 12, 2015

SKETCH FOR ZONING CHANGE



Andrew Paxton

From: Cory Dulin <cdulin@amdeng.com>
Sent: Tuesday, November 03, 2015 10:34 AM
To: Andrew Paxton
Cc: Marvin Crossnoe
Subject: Zone Case #3269

Drew,

We would like to offer that there will be a minimum **120' landscaping buffer on the east side of Kewanee Avenue** (the approximate depth of a residential block of houses or duplexes) between the proposed office complex and Kewanee. We understand that there is a screening wall requirement on the west side between commercial and residential zones and that wall will build that within the landscaping buffer. There will be a maximum of 1 driveway tie-in to Kewanee from this zoned property.

Please let me know if these conditions change your stance on this property zoning. Please also keep in mind that whatever is developed in this area reduces the developable area to the east and north based on the playa lake requirements. We may end up with a commercially zoned lake but it will still be a lake...

Cory R. Dulin, P.E., CFM (TX, NM)

AMD Engineering, LLC

Texas Registered Engineering Firm (TX No. F-9197)

Texas Licensed Surveying Firm (TX No. 101785-00)

2807 74th St. | Suite 8 | Lubbock, TX 79423

Office: (806) 771-5976

Cell: (806) 786-0169

Fax: (806) 771-7625

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For MRXNO
5214 68th Street, Suite 200
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 687-8585
Telephone

Location or Address: Property East of Kewanee Avenue, North of 34th Street, and South of 32nd Street

Legal Description:* See Attached

Existing Land Use: ag **Existing Zoning:** T

Acreeage or Square Footage of Property: 7.27 acres

Zoning Requested: C-3

Proposed Development: Multi-story office buildings and retail commercial

If property is not subdivided, will preliminary plat be submitted? Yes x No

October 12, 2015

Applicant's Signature _____

Date

Filing Fee: \$496
(\$475.00 for the first acre; \$3.00 for each additional acre)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

map B map 23

Zone Case No.: 3269

Agenda No.: _____

Request for zoning change from: R-1

To: C-3

on 7.27 acres of unplatted land out of block AK, Section 44

on Lot(s) _____ **Block(s)** _____

Addition

(Address: 3208 W Loop 289 **).**



Regular City Council Meeting

6. 6.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00130 for Zone Case 3049-C, a request of AMD Engineering, LLC., for Wooded Forest, for a zoning change from R-1 Specific Use and R-2 Specific Use to R-2 Specific Use on 2.045 acres of unplatted land out of Block E, Section 10, 9802 Avenue U.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is to change the zoning from single family to duplex zoning.

Adjacent land uses:

- N: R-1 Single family residence and R-2 duplex
- S: R-1 Specific use single family residences
- E: R-2 duplex and A-2 apartments
- W: R-1 Specific use single family residences

Comprehensive Land Use Plan (CLUP):

The request is consistent with our CLUP as R-2 should be integrated within neighborhoods, adjacent or near R-1.

Zoning Policy:

Duplex zoning is consistent with zoning policy. The same setbacks and requirements will be met as with most R-1 residential zoning. There is already a portion of this case which is zoned R-2.

Effect on the adjacent street and thoroughfare system:

None. R-2 is still considered low density and the adjacent streets should be constructed accordingly to handle residential traffic.

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote with the following conditions:

1. 5 foot side setbacks on corner lots and 20 foot front setbacks.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3049-C

Backup 3049-C

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3049-C; A ZONING CHANGE FROM R-1 SPECIFIC USE AND R-2 SPECIFIC USE TO R-2 SPECIFIC USE FOR REDUCED SETBACKS, ON 2.045 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 10, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3049-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use and R-2 Specific Use to R-2 Specific Use for reduced setbacks on 2.045 acres of unplatted land out of Block E, Section 10, City of Lubbock, Lubbock County, Texas, located at 9802 Avenue U**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT throughout the development, 5 foot side setbacks shall be permitted on corner lots as well as 20 foot front setbacks throughout the development shall be permitted.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use and R-2 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **9802 Avenue U**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



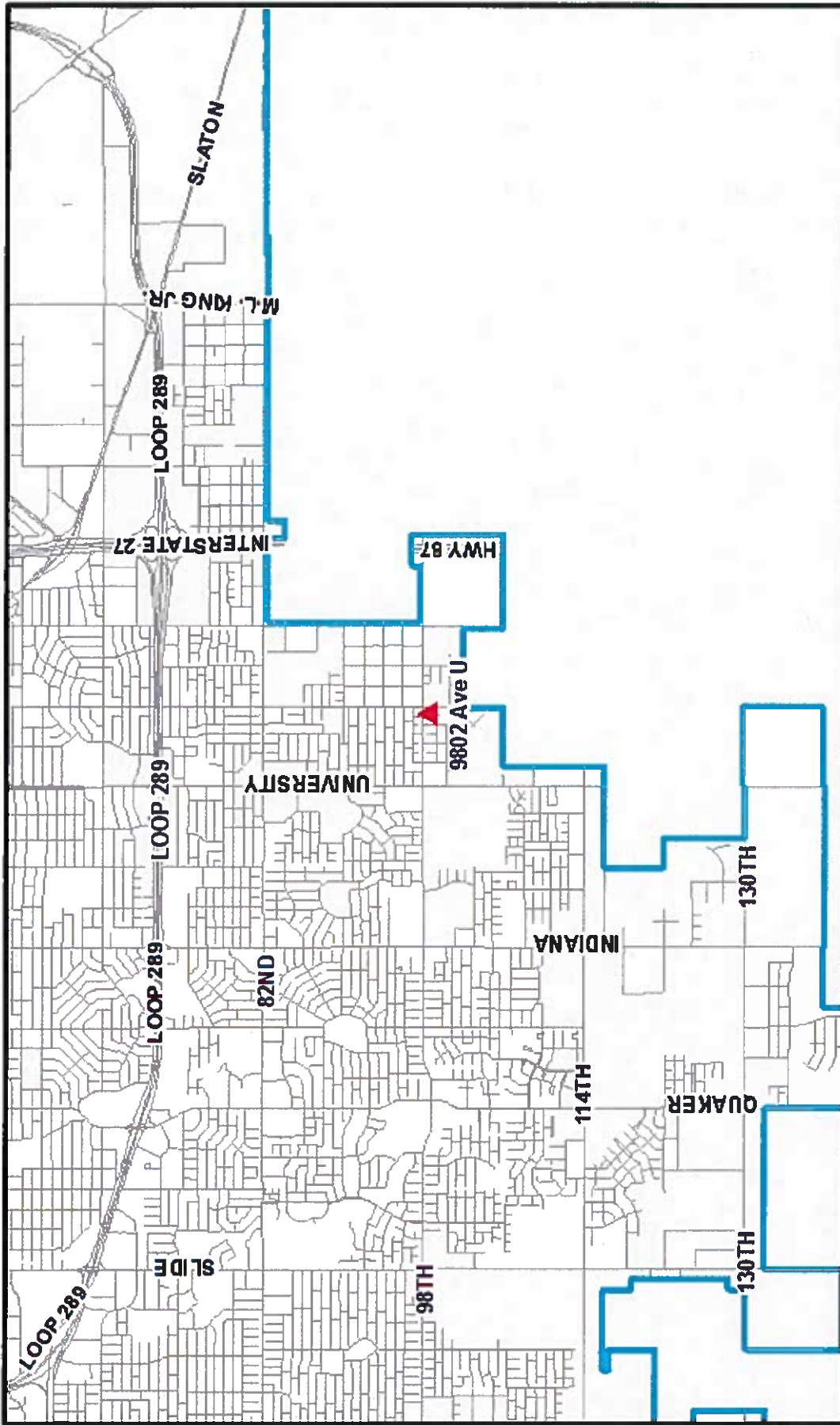
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

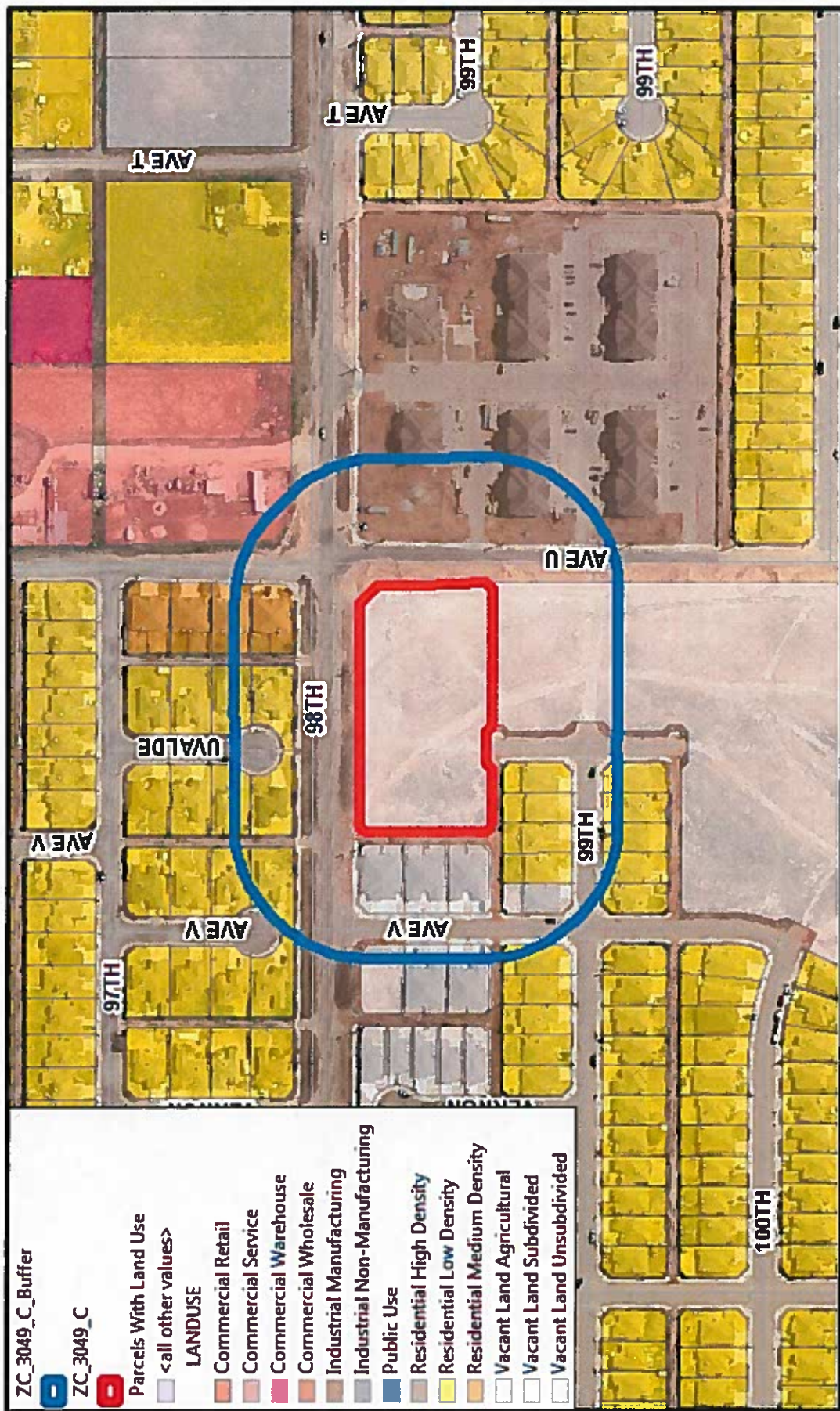


Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3049-C
November 3, 2015

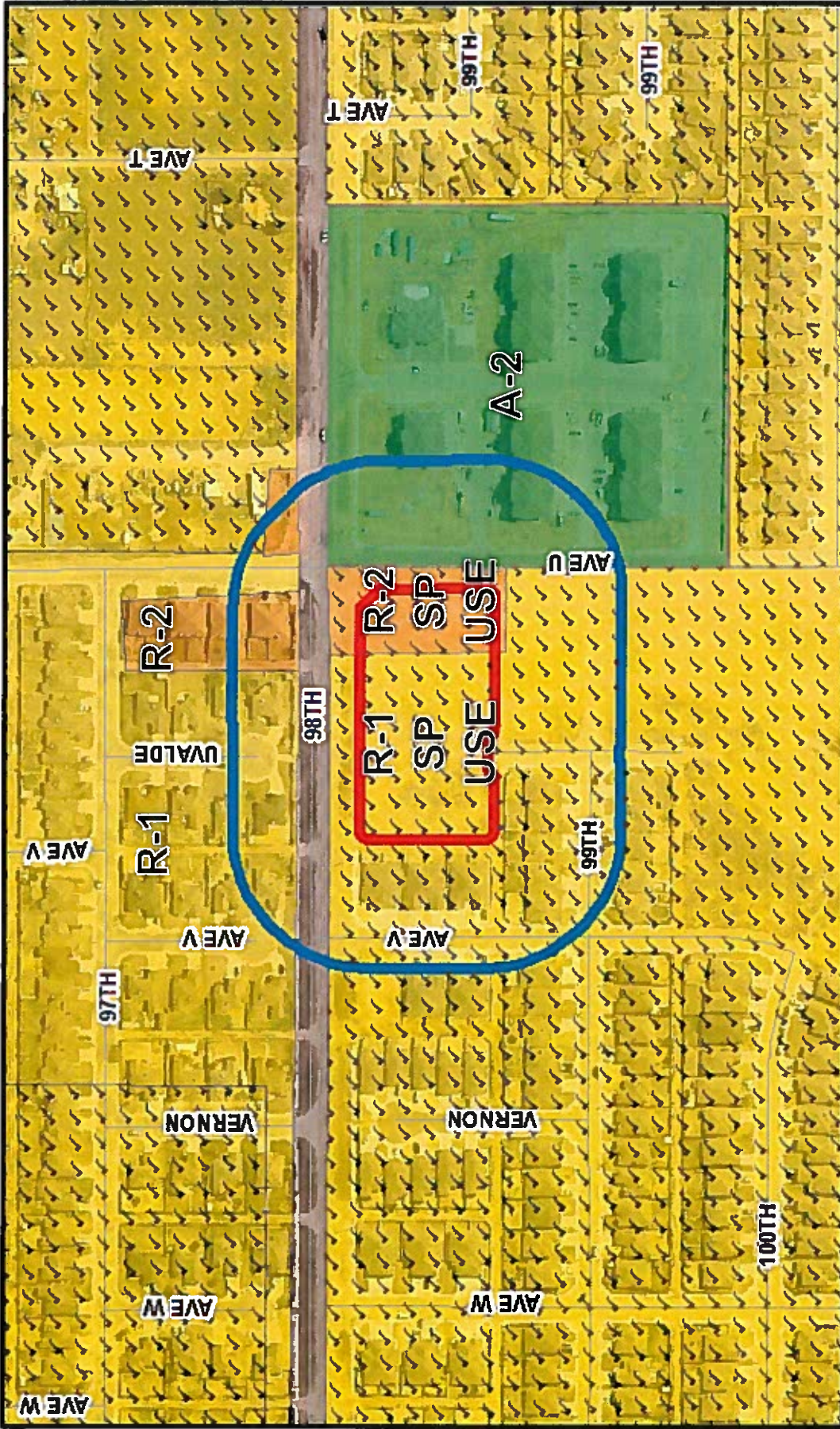


P.Z.C. Case 3049-C



P.Z.C. Case 3049-C

Request of AMD Engineering, LLC. (for Wooded Forest) for a zoning change from R-1 Specific Use and R-2 Specific Use to R-2 Specific Use, 9802 Avenue U



P.Z.C. Case 3049-C Zoning



Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 2.045 acre tract of land located in Section 10, Block E, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S01°48'30"W, approximately 55.00 feet and S88°11'30"E, approximately 2206.25 feet from the Northwest corner of Section 10, Block E, Lubbock County, Texas;

THENCE S88°11'30"E, an approximate distance of 370.06 feet;

THENCE Southeasterly along an arc of a curve to the right having a radius of 30.00 feet, and arc length of 47.20 feet, a central angle of 90°08'09", a chord distance of 42.48 feet, and a chord bearing of S43°07'25"E;

THENCE S01°56'39"W, an approximate distance of 70.00 feet;

THENCE S00°09'25"E, an approximate distance of 109.12 feet;

THENCE S45°49'32"W, an approximate distance of 13.90 feet;

THENCE N88°11'30"W, an approximate distance of 226.82 feet;

THENCE N43°11'30"W, an approximate distance of 14.14 feet;

THENCE N88°11'30"W, an approximate distance of 52.00 feet;

THENCE S46°48'30"W, an approximate distance of 14.14 feet;

THENCE N88°11'30"W, an approximate distance of 95.16 feet;

THENCE N43°11'30"W, an approximate distance of 14.14 feet;

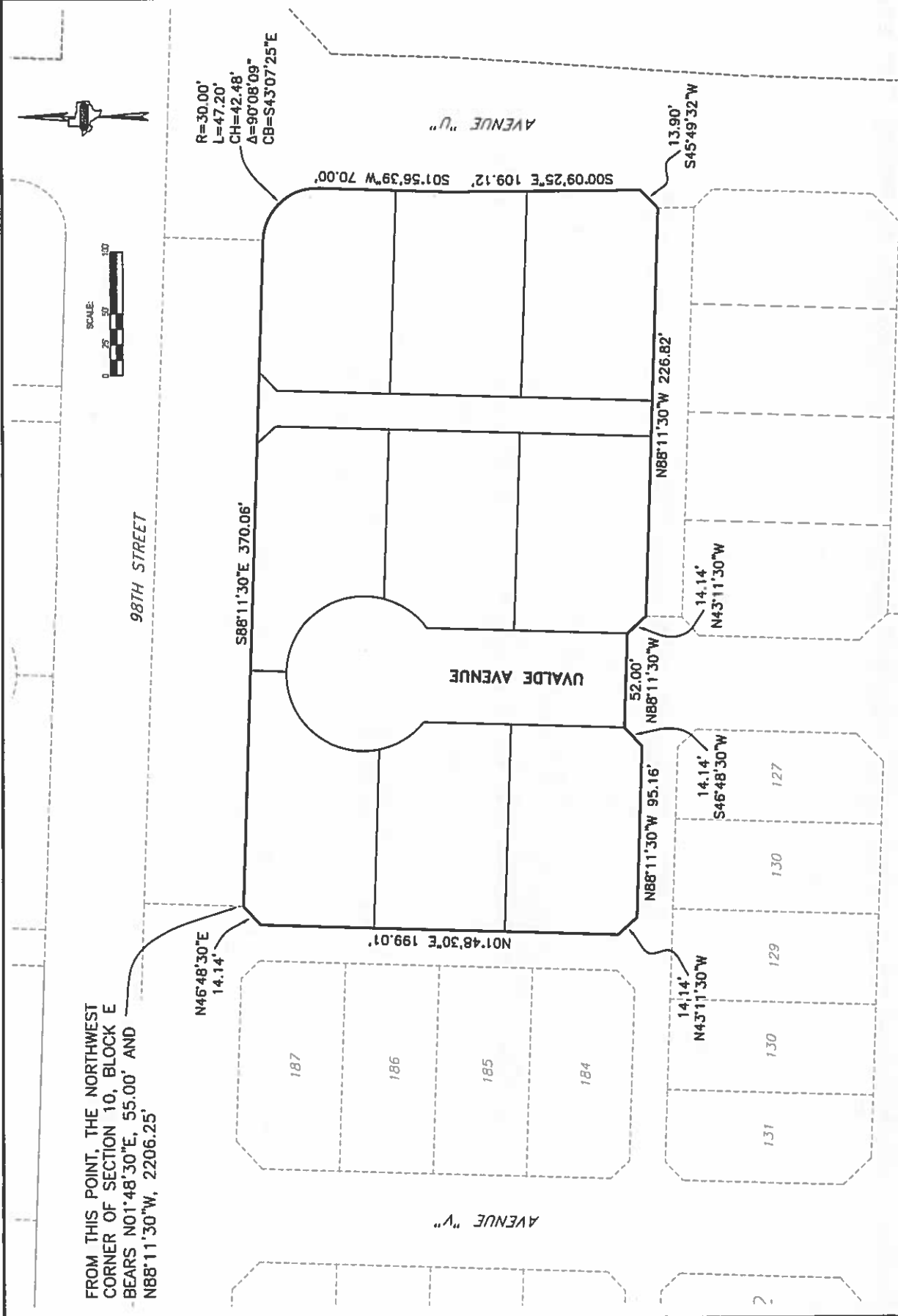
THENCE N01°48'30"E, an approximate distance of 199.01 feet;

THENCE N46°48'30"E, an approximate distance of 14.14 feet to the Point of Beginning and containing approximately 2.045 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forrest
October 12, 2015

SKETCH FOR ZONING CHANGE



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For Wooded Forest
3410 98th Street, Ste. 4 - Box 353
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 548-2070
Telephone

Location or Address: Southwest corner of 98th Street and Avenue "U"

Legal Description:* See attached metes and bounds description of 2.045-acre tract

Existing Land Use: Vacant / ag **Existing Zoning:** R1 and R2 Specific Use

Acres or Square Footage of Property: 2.045 acres

Zoning Requested: R-2 Specific Use for duplex lots with reduced side setbacks to 5' for corner lots and front setbacks to 20'.

Proposed Development: Duplexes Residential

If property is not subdivided, will preliminary plat be submitted? Yes x No

October 12, 2015
Date

Applicant's Signature

Filing Fee: \$478
(\$475.00 for the first acre; \$3.00 for each additional acre)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only *M+B* *map 40*

Zone Case No.: 3049-C **Agenda No.:** _____

Request for zoning change from: R-1SU, R-2SU **To:** R-2SU

on 2.045 acres of unplatted land out of Block E Section 10

on Lot(s) _____ **Block(s)** _____

Addition (Address: 9802 Ave U).

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

6

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3049-C

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 26 REC'D
PLANNING DEPARTMENT

Print Name Carla Williamson
Signature: Carla Williamson
Address: 4602 61st Lubbock, Tex 79414
Address of Property Owned: 9014 98th

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3049-C

In Favor of

Strongly Opposed

RECEIVED
NOV - 5 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Our property value will decrease and we don't want that from the existing apartment that went up, we have seen petty crime rise in our neighborhood already - including car vandalizing and extra litter. There is also extra excess noise from apartments that we don't want in our neighborhood -

Print Name Cody Streety

Signature:

Address: 2111 99th St

Address of Property Owned: 2111 99th St Lubbock TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by: P&Z Case No.: 3049-C

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: _____



Regular City Council Meeting

6. 7.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00131 for Zone Case 3126-B, a request of Tommy J. Swann, for South Frankford Commercial Park, LLC., for a zoning change to amend conditions of Ordinance 2012-00123 on Tracts A, B, and C, Mel Abbe Addition, 5910, 5914 and 6010 130th Street.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

This property was originally zoned GO. In 2012 a request was made to change it from GO to Interstate Highway Industrial District (IHI) with specific limitations restricting the uses to light industrial. This request is to amend the conditions of the previous ordinance to allow the commercial uses.

Adjacent land uses:

To the north, west, and east is vacant property. North is currently zoned R-1 for single family, west is zoned A-2, and east is zoned C-3.

Comprehensive Land Use Plan (CLUP):

The request is not consistent with standard CLUP policy, however with the existing zoning the CLUP has already been amended.

An amendment to the CLUP was proposed to the Planning & Zoning Commission (P&Z) earlier this year to amend the areas surrounding the outer loop. This amendment was not approved, however the proposal was to allow commercial along the entire frontage of the loop, similar to Loop 289. The P&Z was not comfortable approving the amendment until the Texas Department of Transportation has finalized the location of the roadway. Had the amendment been approved, this case would have been consistent with the CLUP Amendment for the outer loop.

Zoning Policy:

The request is not consistent with the standard zoning policies for this location. However, similar to the CLUP policies, taking into account the location of the outer loop, the request is acceptable.

Effect on the adjacent street and thoroughfare system:

When looking at 130th Street as a thoroughfare, this amendment causes some traffic concerns. However, once the outer loop is built, this building will be on a one way frontage road and traffic should be much less of a concern.

Recommendations:

Staff recommended to amend condition number 1 of the previous ordinance to read:

1. That any unconditionally permitted uses in the C-2A, C-2, and C-3 districts shall be allowed.

On November 3, 2015, the P&Z recommended the request with a unanimous vote amending the condition 1. of Ordinance 2012-00123 to read as follows:

1. That any unconditionally permitted uses in the C-2A, C-2, and C-3 districts shall be allowed.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

3126-B Ordinance

3126-B Backup

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3126-B; AMENDING THE CONDITIONS SET FORTH IN ORDINANCE NO. 2013-O0123, ON 8.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3126-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and T** to **IHI** on **8.3 acres of unplatted land out of Block AK, Section 20**, Lubbock, Lubbock County, Texas, located at **6100 Block of 130th Street**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

SECTION 2. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

Amended Ordinance No. 2012-O0123 under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock by amending condition 1 to read as follows as it applies to **Tracts A, B, and C, Mel Abbe Addition**, Lubbock, Texas:

1. **THAT any unconditionally permitted uses in the C-2A, C-2 and C-3 districts shall be allowed.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided by Section 40.01.006 of the Zoning Ordinance of the City of Lubbock, Texas.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

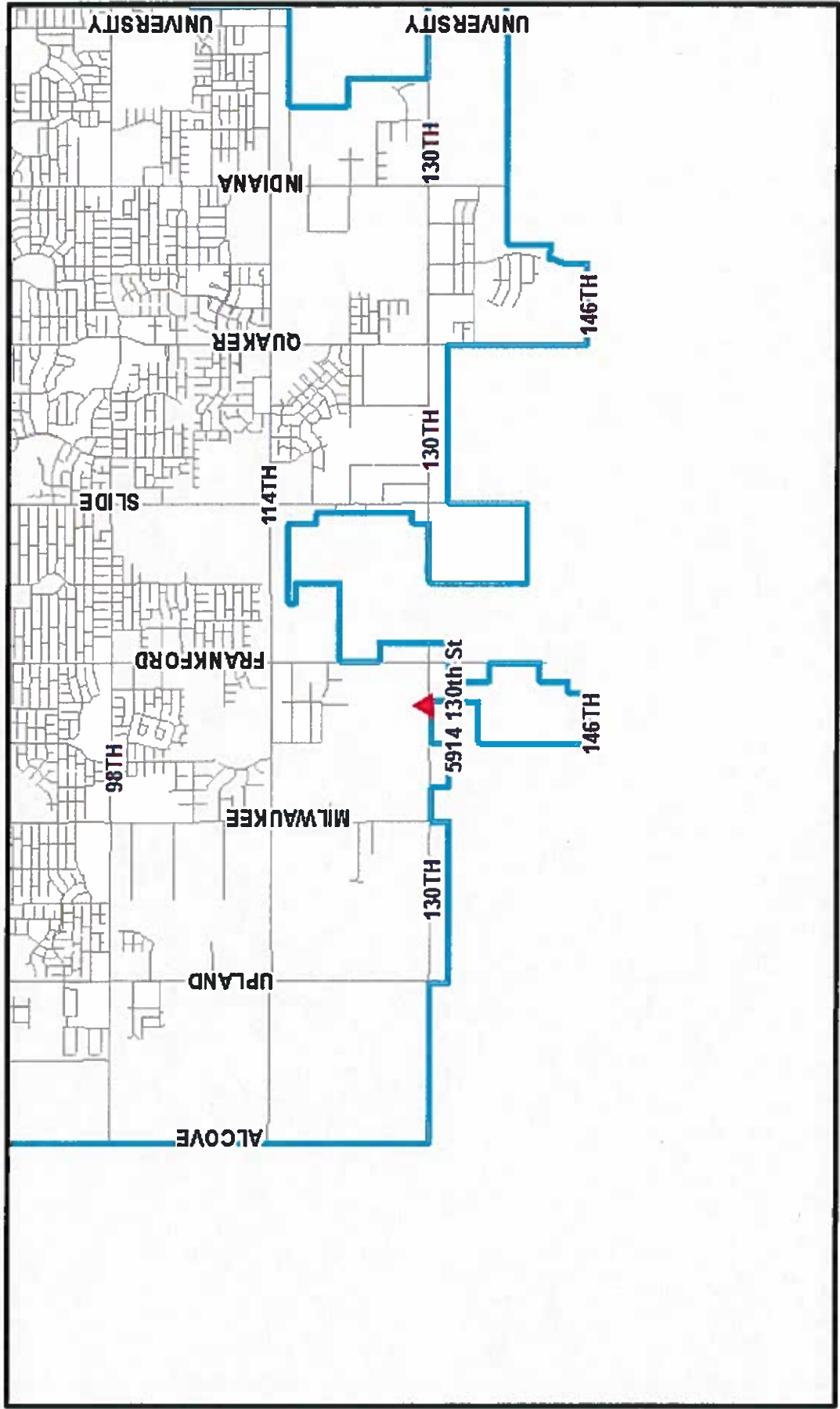


Andrew Paxton, Director of Planning

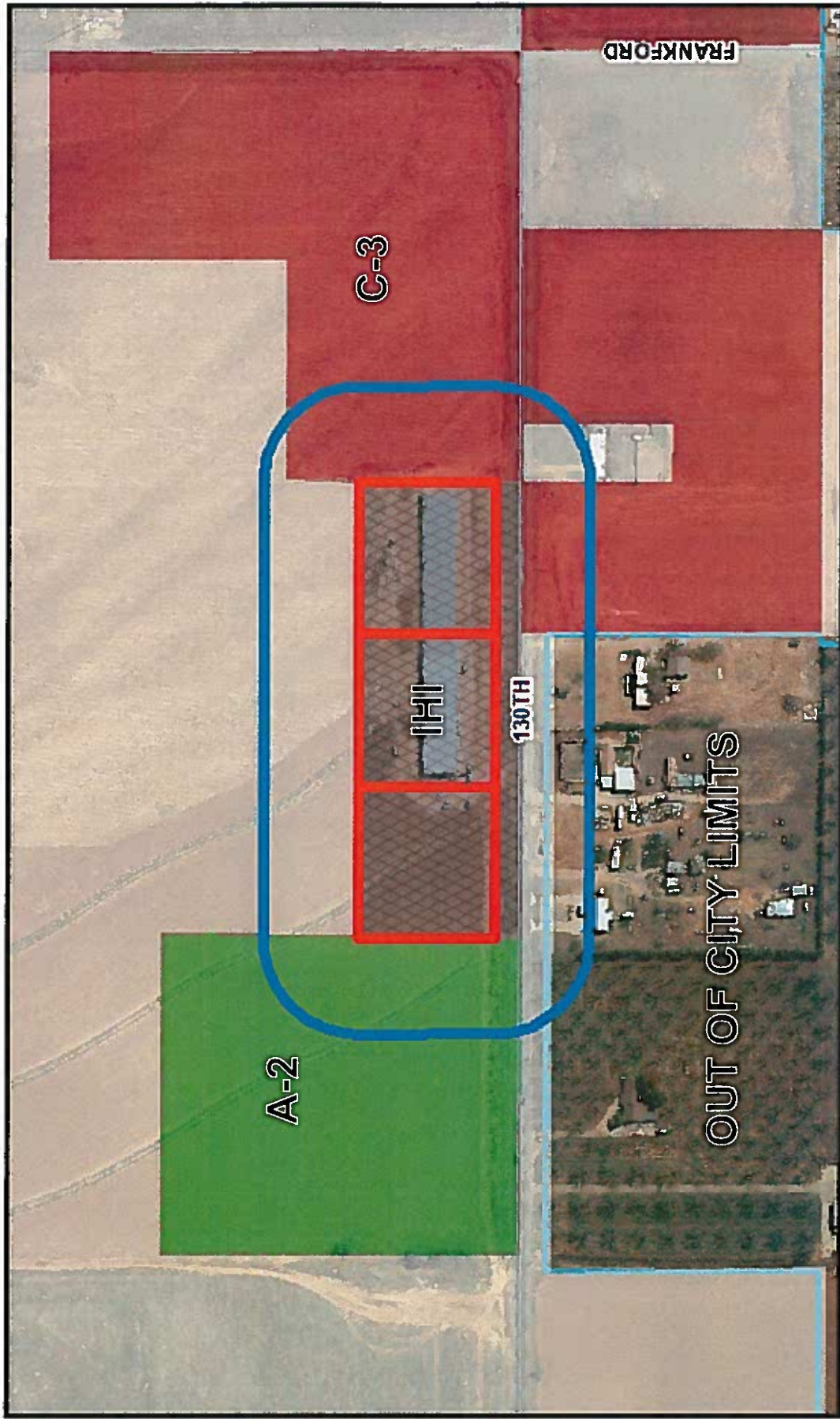
APPROVED AS TO FORM:



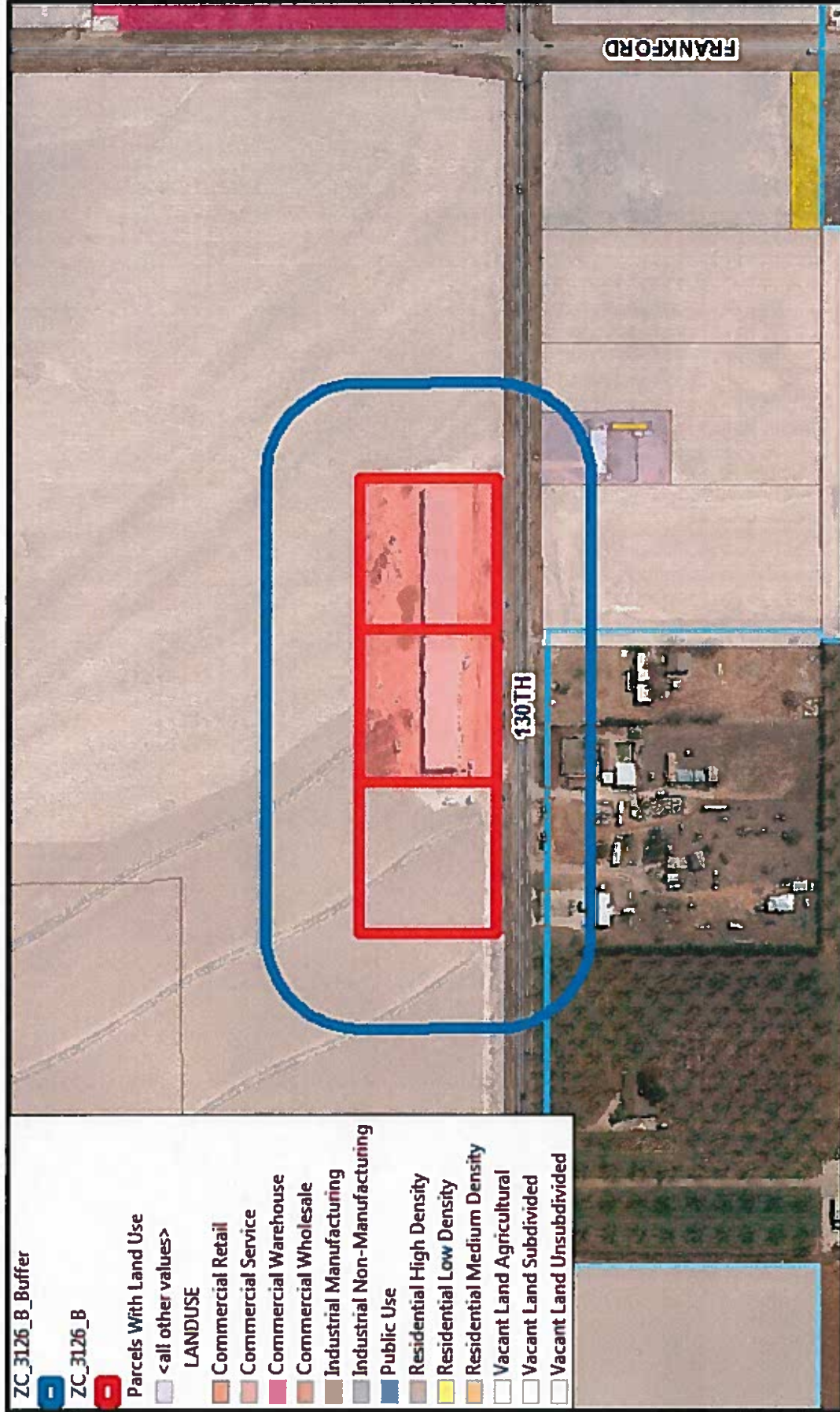
Justin D. Pruitt, Assistant City Attorney



P.Z.C. Case 3126-B

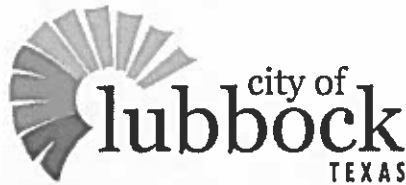


P.Z.C. Case 3126-B Zoning



P.Z.C. Case 3126-B

Request of Tommy J. Swann (for South Frankford Commercial Park, LLC.) for a zoning change to amend conditions of ordinance 2012-00123, 5910, 5914, and 6010 130th Street



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Tommy J. Swann
5010 University Avenue, 5th Floor
Street/Post Office Box
Lubbock TX 79413-4422
City State Zip
(806) 796-7340
Telephone

For South Frankford Commercial Park, LLC
5710 122nd Street
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 441-1708
Telephone

Location or Address: 5910 and 5914 130th Street, Lubbock, Texas 79424

Legal Description: Tracts A, B & C, Mel Abbe Addition to the City of Lubbock, Lubbock County, Texas

Existing Land Use: IHI Existing Zoning: IHI

Acreage or Square Footage of Property: 8.3 acres

Zoning Requested: Additional uses: (1) offices; (2) studios - art, teaching, dance, music, photographic, interior decorating, with not over 2,100 square feet of floor space; (3) health or athletic club, with not over 2,100 square feet of floor space; and (4) beauty or barber shop with not over 2,100 square feet of floor space (amending previous ordinance)

Proposed Development: Commercial Park

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature [Handwritten Signature]

Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: \$499.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

For City Use Only PINS: 93853, 95702, 95703 MAP 42

Zone Case No.: 3126-B

Agenda No.:

Request for zoning change from: IHI
of ordinance 2012-00123

To: amend conditions

on Lot(s): tracts A, B, and C

Block(s):

Subdivision: Mel Abbe

Address: 5910, 5914, 6010 130th St

South Frankford Commercial Park, LLC
5710 122nd Street
Lubbock, TX 79424

October 29, 2015

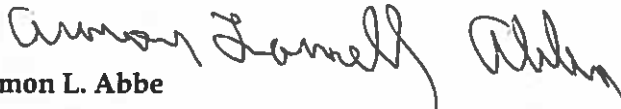
Katya Copeland
City of Lubbock, Planning
PO Box 2000
Lubbock, TX 79457

Dear Katya,

Thank you for discussing our zoning request this morning. We have filed for 5910 and 5914 130th Street on Tracts 1, 2 and 3 of the Mel Abbe addition. We would like to be able to provide space for tenants that have requested more space than our current 2100 square foot shops. One person would like to have two shops or 4200 sf for a hair salon and nail salon. Another person would like to have 4200 sf for an exercise and weight training facility and one for 6300 sf for a dance studio.

I have talked to Thomas Paine who owns the land beside and behind us, and he would rather us fill our shops with these type of tenants rather than like transmission repair, tire repair etc. We have had several of these type of tenants show interest in our shops. We will be happy to add more parking spaces if needed. Our goal is to fill our spaces as quickly as possible and allowing us to rent to tenants that desire more than 2100 sf would allow us to this. We appreciate your attention to this matter.

Warm regards,



Armon L. Abbe
South Frankford Commercial Park, LLC
Owner/Member
806-441-1708
labbe50@yahoo.com

3.8

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3126-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 26 2015
PLANNING DEPARTMENT

Print Name David Giesbrecht

Signature: *David Giesbrecht*

Address: _____

Address of Property Owned: Mel Abbe Addition Both St. Tract-A.



Regular City Council Meeting

6. 8.

Meeting Date: 12/17/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00132 for Zone Case 3089-E, a request of CLCL Development for a zoning change from Apartment-Medical District (AM) to Garden Office District (GO) on 1.19 acres of unplatted land out of Block AK, Section 21, 10208 Frankford Avenue.

Item Summary

On December 3, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is to zone a property from apartment medical to garden office for professional offices.

Adjacent land uses:

N: zoned C-3, proposed for retail center

S: zoned C-4 specific use for storage/miniwarehouse and an electrical substation

E: zoned T, single family neighborhood

W: zoned R-1 Specific use single family residences, currently vacant land

Comprehensive Land Use Plan (CLUP):

The request is consistent with our CLUP. Buffer zoning such as AM, GO, A-1 and A-2 are acceptable districts which could be located near intersections of major thoroughfares and collectors.

Zoning Policy:

This area is mixed with different uses which would not otherwise fit around the intersection of a major thoroughfare and a collector. A school, electrical substation, mini warehouse, and vacant land zoned for a shopping center. Existing buffer district zoning should not be used to "step up" to a commercial zoning district. Commercial zoning in this area would not be consistent with policies. AM and GO zoning districts are buffer districts which are acceptable based on policy to be used along thoroughfares closer to collectors.

Effect on the adjacent street and thoroughfare system:

None. With limited curb cuts, there should be no effect on the thoroughfare system.

Recommendations:

None.

On November 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3089-E

3089-E Backup

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3089-E**; A ZONING CHANGE FROM AM TO GO ZONING DISTRICT ON **1.19 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 21**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3089-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **AM** to **GO** zoning district on **1.19 acres of unplatted land out of Block AK, Section 21**, City of Lubbock, Lubbock County, Texas, located at **10208 Frankford Avenue**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



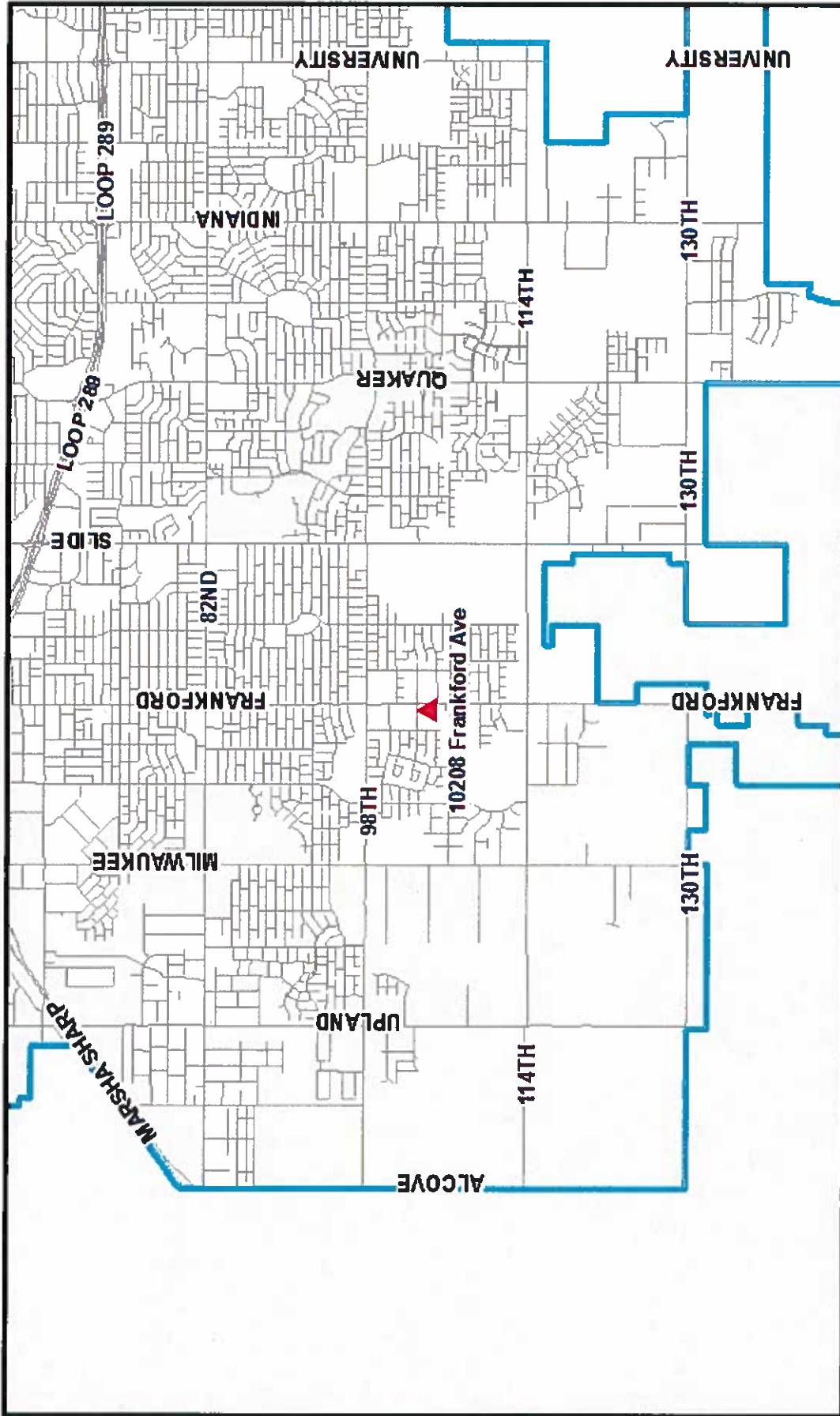
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

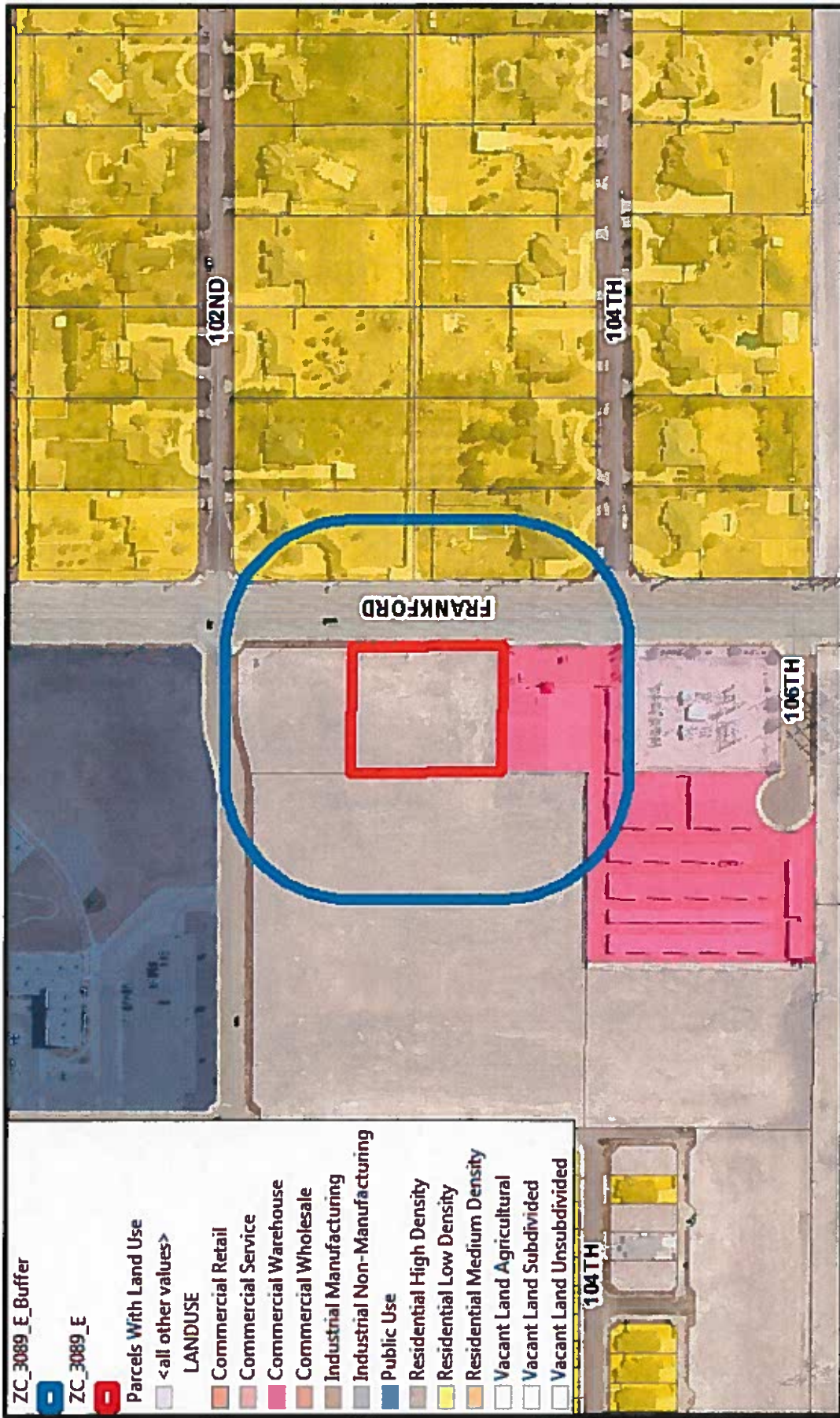


Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3089-C
November 3, 2015

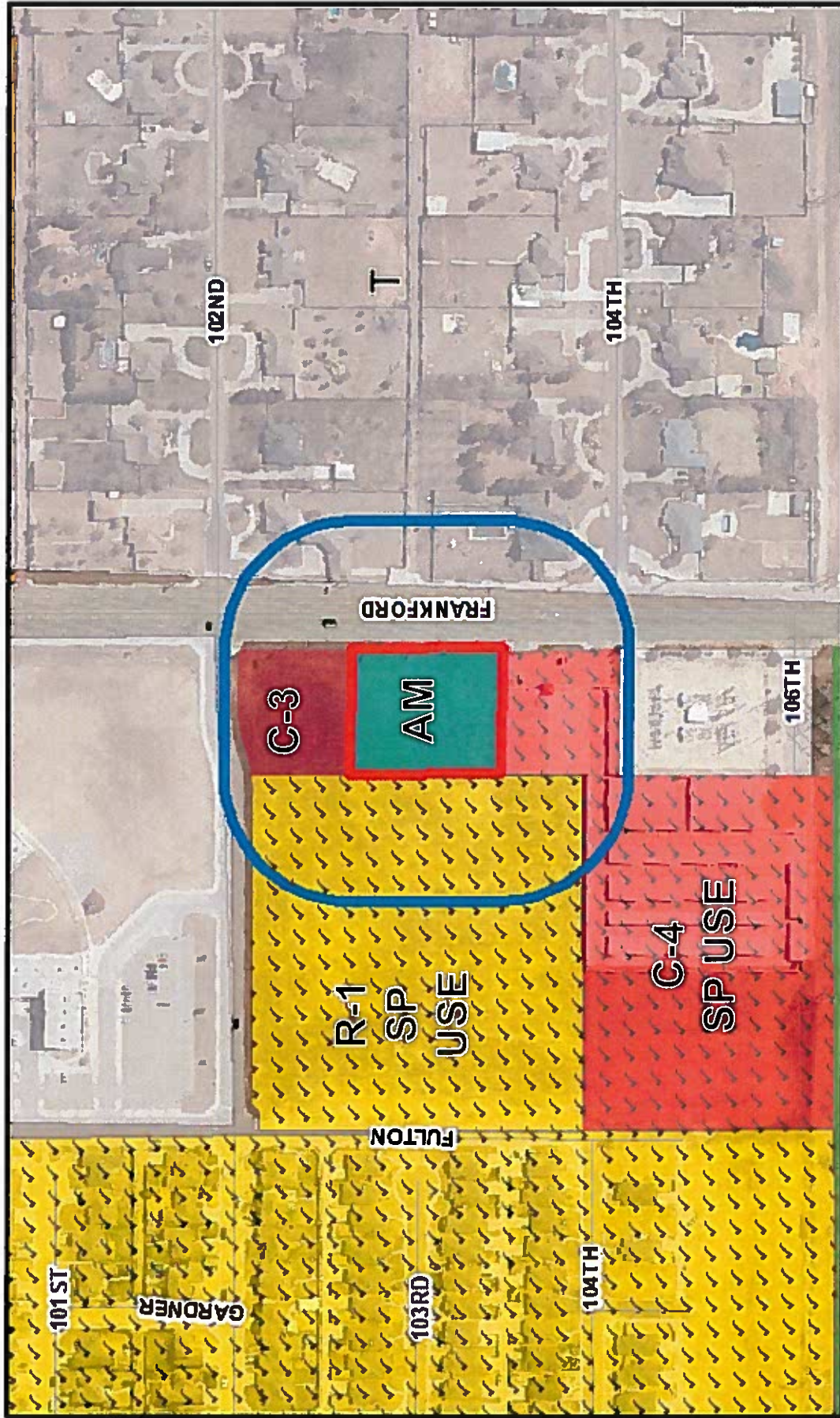


P.Z.C. Case 3089-E



P.Z.C. Case 3089-E

Request of CLCL Development for a zoning change from AM to GO on 1.19 acres of unplatted land, 10208 Frankford Avenue

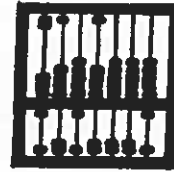


P.Z.C. Case 3089-E Zoning

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes only on a 1.19 acre tract out of Section 21, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of Tract A, Postar/Burrell Addition for the Southeast corner of this tract;

THENCE N 88°13'14" W(Texas North Central Bearing Basis), with the North line of Postar/Burrell Addition, 208 feet to the Southwest corner of this tract;

THENCE N 01°46'46" E, 250 feet to the Northwest corner of this tract;

THENCE S 88°13'14" E, 208 feet to the Northeast corner of this tract;

THENCE S 01°46'46" W, with the West line of Frankford Avenue, 250 feet to the **PLACE OF BEGINNING** and containing 1.19 acres including any Right of Way.

Prepared for Zone Changes Only. Does not represent a survey.

REF: 175-1064
 LEGAL:
 The information on this drawing was prepared by the undersigned professional engineer or architect on the basis of a field inspection and other data furnished by the client. It is the responsibility of the client to verify the accuracy of the information furnished. The undersigned professional engineer or architect does not warrant the accuracy of the information furnished. The undersigned professional engineer or architect is not responsible for any errors or omissions in this drawing or for any consequences arising therefrom. The undersigned professional engineer or architect is not responsible for any errors or omissions in this drawing or for any consequences arising therefrom. The undersigned professional engineer or architect is not responsible for any errors or omissions in this drawing or for any consequences arising therefrom.



FRANKFORD OFFICE
 SITE STUDY



DATE: 10.05.15
 SHEET: A101
 ARCH'D - 24-38

SITE DATA:
 1.193 ACRES
 52,000 SF

ZONING:
 GO
 ** REQUIRES ZONING DOWNGRADE

LANDSCAPE REQUIREMENTS:
 10% = 5,200 SF

PARKING DATA:
 BUILDING AREA: 12,000 SF
 PARKING REQUIRED @ 1700
 60 SPACES

PROVIDED (PA) THIS PLAN:
 60 SPACES

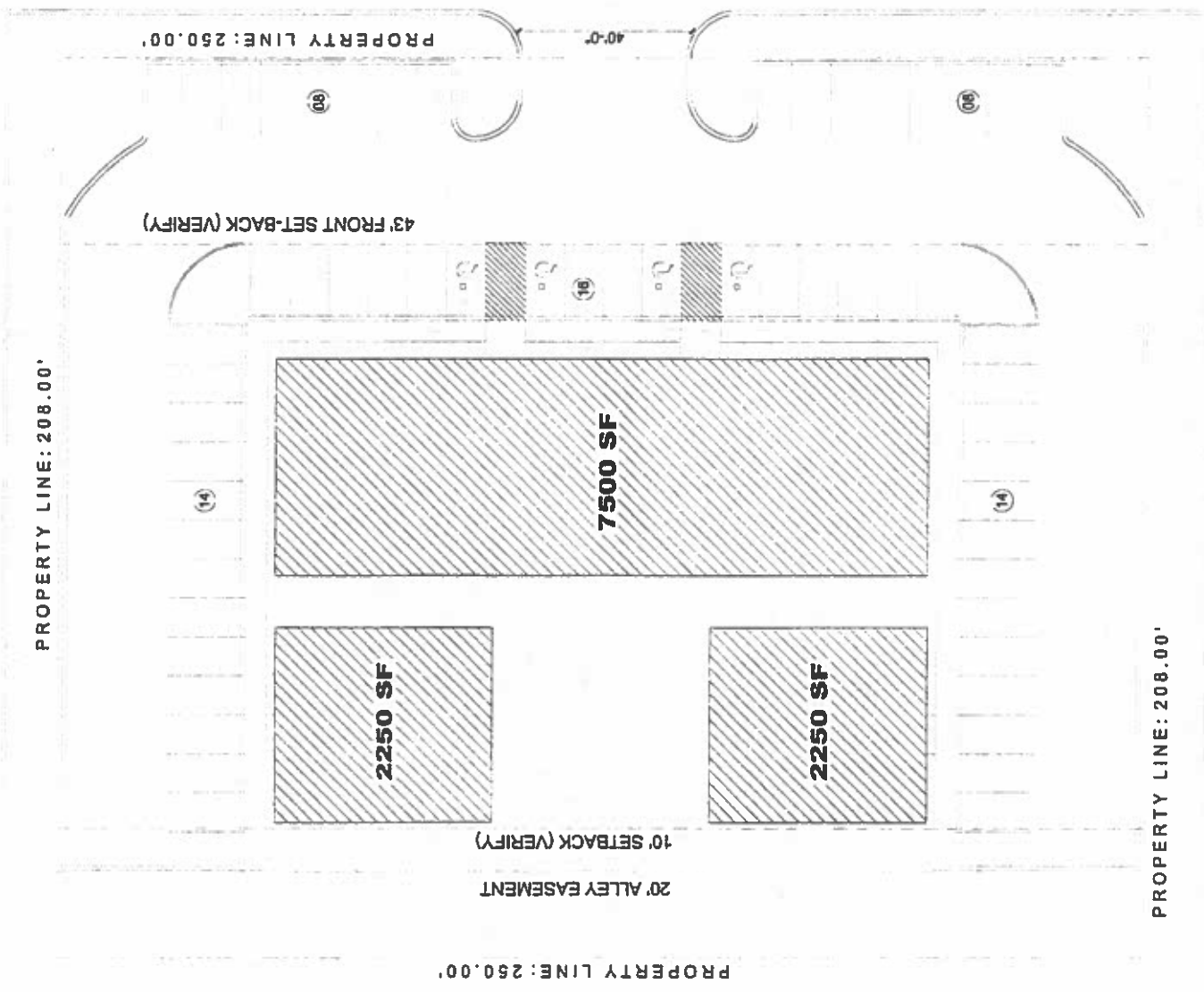
ADA SPACES REQUIRED:
 3 SPACES
PROVIDED:
 4 SPACES

FRANKFORD AVE.

- GENERAL NOTES:**
1. THIS PLAN IS CONCEPTUAL AND SHALL BE USED ONLY FOR PURPOSES OF STUDYING POTENTIAL SITE LAYOUTS.
 2. PRIOR TO USE, VERIFY ALL EXISTING CONDITIONS, EXISTING DEVELOPMENT LAYOUT, STREET LIGHT LAYOUT, POWER POLES, FIRE HYDRANTS, UTILITIES, AND ETC.
 3. ALL DIMENSIONS LISTED MAY VARY DEPENDING ON FINAL LAYOUT, DESIGN, AND SITE REQUIREMENTS.
 4. VERIFY ALL SETBACKS, EASEMENTS, RIGHT-OF-WAY, AND DEED RESTRICTIONS.
 5. APPROACHES MAY BE REQUIRED TO NEAREST INCH.
 6. NEW APPROACHES SHOWN MAY NEED TO BE ADJUSTED DEPENDING ON EXISTING FIRE HYDRANTS, POWER POLES, UTILITIES, ETC.
 7. VERIFY STREET SIDEWALK LOCATION, NOT SHOWN ON THIS PLAN.
 8. VERIFY PARKING AND LANDSCAPING REQUIREMENTS FOR END USER.



CONCEPTUAL SITE PLAN
 SCALE: N.T.S.



PLAT SHOWING PERIMETER SURVEY
OF A 16.416 ACRE TRACT OF LAND LOCATED IN
SECTION 21, BLOCK AK
LUBBOCK COUNTY, TEXAS



325,658 SF
7.48 ACRES
GROSS

16.416 ACRES
718,101 SQ. FT.

114,110 SF
2.62 ACRES
GROSS

52,000 sq ft
1.19 acres

102nd

STREET

AVENUE

FRANKFORD

0.52

PLAT OF
FRANKFORD SUBDIVISION
REL. 02/16/16



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

CLCH Development
5608 Norfolk Ave
Lubbock Tex 79413
(806) 794-6800

For

Location or Address:

FRANKFORD & 102ND ST.

Legal Description:*

1.19 AC - Block AK Sect 21

Existing Land Use:

UN

Existing Zoning:

Acreage or Square Footage of Property:

Zoning Requested:

GARDEN OFFICE

Proposed Development:

PROFESSIONAL OFFICES

If property is not subdivided, will preliminary plat be submitted?

yes

Yes

No

Applicant's Signature

[Signature]

Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee:

475.00 pd ck # 2116
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

For City Use Only

Zone Case No.:

3039-E

Agenda No.:

Request for zoning change from:

AM

To:

GD

on 1.19 acres of unplatted land out of Block AK, Section 21

on Lot(s):

Block(s):

Subdivision:

Address:

10208 Frankford Ave

[Handwritten mark]

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3089-E

In Favor of

Opposed

Reasons and/or Comments:

Good use for this property

RECEIVED
OCT 26 2015
PLANNING DEPARTMENT

Print Name David Postar

Signature: [Signature]

Address: 4707 99th Lub TX 79424

Address of Property Owned: 103rd & Frankford
Affordable Storage

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3089-E

In Favor of

Opposed

Reasons and/or Comments:

THIS ZONE CHANGE WILL IMPROVE THE LAND USE AND PROVIDE VERY NICE OFFICES. THE LOCATION IS OUTSTANDING. THE ZONE CHANGE WILL BE AN UPGRADE SINCE IT IS LOCATED BETWEEN C-3 & C4

RECEIVED

OCT 26 REC'D

PLANNING DEPARTMENT

Print Name

TRUETT CRAFT

Signature:

Truett Craft

Address:

Address of Property Owned:



Regular City Council Meeting

6. 9.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant RR Grill Concepts, LLC located at 1625 University Avenue, for an alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300-feet of any public school or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from RR Grill Concepts, LLC, located at 1625 University Avenue, which abuts the property of Texas Tech University. A request for a new permit for on-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public. The regulation constitutes waste or inefficient use of land or other resources. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Chancellor Duncan and President Nellis have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - RR Grill Concepts, LLC

Zone Certificate - RR Grill Concept, LLC

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **RR Grill Concepts, LLC, 1625 University Avenue**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Permit [MB]**, and a 2) **Mixed Beverage Late Hours Permit [LB]**; and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-RR Grill
December 2, 2015

November 20, 2015

Government Planning Office
1625 13th Street
Room 107
Lubbock, Texas 79401

Dear Honorable Mayor Robertson and Lubbock City Council Members,

We are proposing to open a new restaurant/ sports grill at 1625 University. We respectfully request a variance from the 300 foot separation requirement since we are located across the street from Texas Tech University.

We would like to request that this be heard by the City Council at its earliest possible convenient meeting.

Please let me know if you need anything else regarding this matter.

Thank you for your assistance.

Sincerely,



Michael M. Kornman
CEO of RR Grill Concepts, LLC.
michael@quickfiretx.com
214-299-8034



CITY OF LUBBOCK
ZONING CERTIFICATE

DATE

Local Contact Name: MICHAEL KORNMAN Local Contact Telephone No: 214-299-8034

Business Name: RR GRILL CONCEPTS, LLC

Business Address: 625 UNIVERSITY AVE KIVA Pin No.

Legal Description of property: Lots 24 and 25, less the North 0.6 feet thereof, Block 2, Hankins Addition Recorded Volume 66, page 151

ON PREMISE CONSUMPTION:

Primary business at this location (check one):

- Restaurants, Night Club/Bar/Lounge, Sexually Oriented Business, Hotel/Arena/Civic Center, Sports Grill, Other (describe), Dance Hall (alcoholic beverage sale prohibited)

Permits Requested (check all that apply):

- Mixed Beverage (MB), Mixed Beverage Late Hours (LH), Beverage Cartage (PE), Food & Beverage Cert. (FB), Wine and Beer Retailer's (UG), Private Club Beer & Wine (NB), Private Club Late Hours (NL), Beer Retailer's On-Premise (BE), Retail Dealer's On-Premise Late Hours (DL), Private Club (N), Catering (CB), Mixed Beverage Restaurant w/ Food & Beverage (RM), Other (describe)

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

- Grocery/Convenience Store, Drug Store, Package Store, Other (describe)

Permits Requested (check all that apply):

- Beer Retailer's Off-Premise (BI), Package Store (P), Wine and Beer Retailer's Off-Premise (UQ), Wine On-Package Store (Q), Local Distributor (LP), Local Cartage (E), Local Cartage Transfer Permit (ET), Package Store Tasting (PS), Other (describe)

Property Owner's Name: LUMA PROPERTIES T LTD

Property Owner's Address: 5109 80th Street Lubbock, TX 79424

Business Owner's Name: RR GRILL CONCEPTS, LLC

Business Owner's Address: 6440 N. CENTRAL EXPRESSWAY, SUITE 800 DALLAS, TX 75206

Applicant's Name: MICHAEL KORNMAN

Applicant's Address: 6440 N. CENTRAL EXPRESSWAY, SUITE 800 DALLAS, TX 75206

Applicant's Interest in Business/Authority to make application: MANAGER

Gross Sq. Footage of Building: 2075 sq ft Zoning: C-3 Sales Tax No.

Parking: Parking Ratio: 1 to 50 Spaces Required: 50 Spaces Provided: 29

Distance from Church: ft School: ft Hospital: ft Day/Child Care: ft

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the street fronts and in a direct line across intersections

For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the nearest property line of the school/ day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines: 0 Dance Floor Size: 0 Live Entertainment: No

Z.O.A. Variance: REQUEST A PARKING VARIANCE Case No.

COMMENTS

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages and I certify that is my intent and purpose in acquiring this certificate.

Date: 12/1/15 Applicant's Signature: Michael Kornman, Manager

I hereby certify that inspections have been made by applicable City of Lubbock departments and to the best of my knowledge this request currently complies with all applicable zoning regulations of the City of Lubbock.

Date: Planning Department Signature:



On-Premise Prequalification Packet

L-ON (03/2015)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying.

Please contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location or for any additional information.

LOCATION INFORMATION

1. Type of On-Premise License/Permit

<input type="checkbox"/> BG	Wine and Beer Retailer's Permit	<input checked="" type="checkbox"/> LB	Mixed Beverage Late Hours Permit
<input type="checkbox"/> BE	Beer Retail Dealer's On-Premise License	<input type="checkbox"/> MI	Minibar Permit
<input type="checkbox"/> BL	Retail Dealer's On-Premise Late Hours License	<input type="checkbox"/> CB	Caterer's Permit
<input type="checkbox"/> BP	Brewpub License	<input type="checkbox"/> FB	Food and Beverage Certificate
<input type="checkbox"/> V	Wine & Beer Retailer's Permit for Excursion Boats	<input type="checkbox"/> PE	Beverage Cartage Permit
<input type="checkbox"/> Y	Wine & Beer Retailer's Permit for Railway Dining Car	<input type="checkbox"/> RM	Mixed Beverage Restaurant Permit with FB
<input checked="" type="checkbox"/> MB	Mixed Beverage Permit		

2. Indicate Primary Business at this Location

<input checked="" type="checkbox"/> Restaurant	<input type="checkbox"/> Sporting Arena, Civic Center, Hotel
<input type="checkbox"/> Bar	<input type="checkbox"/> Miscellaneous _____
<input type="checkbox"/> Sexually Oriented	

3. Trade Name of Location
RAY RAY'S GOOD TIMES GRILL

4. Location Address
1625 UNIVERSITY AVE

City	County	State	Zip Code
LUBBOCK	LUBBOCK	TX	79401

5. Mailing Address
4440 N. CENTRAL EXPRESSWAY, SUITE 806

City	State	Zip Code
DALLAS	TX	75206

6. Business Phone No. () PENDING Alternate Phone No. (214) 299-8034 E-mail Address MICHAEL@NCKCAPITAL.COM

OWNER INFORMATION

7. Type of Owner

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

8. Entity/Applicant
PALO DURO BEVERAGES, LLC

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name WETBAR PARTNERS, LLC	First Name	MI	Title MANAGER
Last Name KORNMAN	First Name MICHAEL	MI M	Title MANAGER OF WETBAR PARTNERS, LLC
Last Name KORNMAN	First Name GRANT	MI M	Title MANAGER OF WETBAR PARTNERS, LLC

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school, day care center or child care facility? Yes No

If "YES," are the facilities located on different floors or stories of the building? Yes No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? Yes No

13. Will your business be located within 1,000 feet of a public school? Yes No

60-DAY SIGN INFORMATION

14. If you were required to post a 60-day sign as required by Section 11.391 or 61.381 of the Texas Alcoholic Beverage Code at this location; what exact date was the required sign posted at the location?

Exact Date (mm/dd/yyyy)

12 / 12 / 2015

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant is/Must Sign
Individual/Individual Owner
Partnership/Partner
Limited Partnership/General Partner

Corporation/Officer
Limited Liability Company/ Officer or Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: " a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME

Michael M. Korman

SIGN HERE

Michael M. Korman - Manager

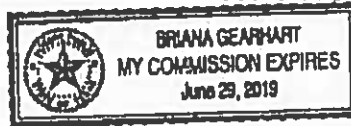
TITLE

MANAGER OF WETBAR PARTNERS, L.L.C.

Before me, the undersigned authority, on this 15th day of December, 2015, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE

Briana Gearhart
NOTARY PUBLIC



SEAL

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of beer/wine (17%) on-premise *AFTER* Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise *BEFORE* Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- legal sale of beer and wine for off-premise consumption only

AND EITHER:

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN
HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- The governing body of this city has by ordinance authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- The governing body of this city has by ordinance authorized the sale of *beer* between midnight and _____ A.M.; or
- The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two elections passages. One for mixed beverage and one for wine and beer off-premise.

- legal sale of beer and wine for off-premise consumption only

AND

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN
HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE _____ COUNTY
County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of beer/wine (17%) on-premise *AFTER* Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise *BEFORE* Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25 14 or 69 17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- legal sale of beer and wine for off-premise consumption only

AND EITHER:

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN

HERE _____ COUNTY
County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below are correct

- The Commissioner's Court of the county has by order authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- The Commissioner's Court of the county has by order authorized the sale of *beer* between midnight and _____ A.M.; or
- The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two elections passages One for mixed beverage and one for wine and beer off-premise.

- legal sale of beer and wine for off-premise consumption only

AND

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN

HERE _____ COUNTY
County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Name of newspaper _____

City, County _____

Dates notice published in daily/weekly newspaper (mm/dd/yyyy) / /

Publisher or designee certifies attached notice was published in newspaper stated on dates shown

Signature of publisher or designee Sworn to and subscribed before me on this date / /

Signature of Notary Public _____

SEAL

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Regular City Council Meeting

6. 10.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Mayor Robertson: Consider a resolution concerning the rights of certain eligible City of Lubbock employees to carry concealed handguns in the workplace.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, City Mayor

Attachments

[Resolution - Employee Concealed Carry 1 - Robertson](#)

RESOLUTION

WHEREAS, Chapter 411 of the Texas Government Code sets forth a process whereby an eligible citizen may apply for, and receive, a state-issued license to carry a handgun; and

WHEREAS, certain employees of the City of Lubbock have applied for, and have received, a state-issued license to carry a handgun; and

WHEREAS, Chapter 411 of the Texas Government Code allows public employers to prohibit or permit persons licensed under the law to carry a handgun on the premises of the employer; and

WHEREAS, the City Manager is charged under Article X, Section 4 of the City Charter of the City of Lubbock with the proper administration of all affairs of the City placed under his control, to include other duties required of him by the City Council; and

WHEREAS, the City Council of the City of Lubbock, in recognition of the authority of the State of Texas to issue licenses to citizens for the purposes of carrying a handgun in public, and in further recognition of a City of Lubbock employee's right to obtain said license and to carry on their person a handgun not otherwise prohibited by law, does now desire to direct the City Manager to institute a revised policy governing the possession by City of Lubbock employees of handguns in the workplace. NOW, THEREFORE,

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

THAT the City Manager is hereby directed to promulgate and enforce a policy governing the possession by City employees of handguns in the workplace, consistent with the following principles:

1. Any City employee lawfully possessing a license in good standing, issued to them by the State of Texas under Chapter 411 of the Texas Government Code, to carry a handgun may carry said handgun on their person, during the performance of their work duties, in a City vehicle, and at the workplace, provided that the handgun is not openly discernible to the ordinary observation of a reasonable person, and so long as the carrying of said handgun is done in compliance with all applicable state and federal laws.
2. Permission from any other employee or official of the City of Lubbock shall not be required by an employee described above to exercise his/her rights under the policy.
3. The policy shall not affect the rights of, nor be applicable to, City of Lubbock employees licensed or otherwise permitted to carry a handgun

under state or federal authority other than Chapter 411 of the Texas Government Code.

Adopted by the City Council this, the ____ day of December, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



GLEN C. ROBERTSON, MAYOR

sj:\RES-Employee Concealed Carry.11.23.15



Regular City Council Meeting

6. 11.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Councilwoman Latrelle Joy: Consider a resolution authorizing the posting of the appropriate and required signage and notice to prohibit concealed handguns from the open meetings of the City of Lubbock as provided by state law and establishing an effective date.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Latrelle Joy, Councilwoman

Attachments

Resolution - No Concealed Carry Handgun

RESOLUTION

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

THAT in accordance with Sections 46.0359(c) and (i), Texas Penal Code, effective January 1, 2016, carrying a concealed handgun by persons licensed under the authority of Subchapter H, Chapter 411, Government Code is prohibited in all rooms where an open meeting of the City of Lubbock is held subject to Chapter 551, Government Code and that notice of such prohibition shall be given in accordance with Section 30.06 (concealed carry), Texas Penal Code.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Latrelle Joy, Councilwoman, District 6

APPROVED AS TO FORM:



Chad Weaver, City Attorney

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Regular City Council Meeting

6. 12.

Meeting Date: 12/17/2015

Information

Agenda Item

Resolution - Councilwoman Latrelle Joy: Consider a resolution authorizing the posting of the appropriate and required signage and notice to prohibit open carry handguns from the open meetings of the City of Lubbock as provided by state law and establishing an effective date.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Latrelle Joy, Councilwoman

Attachments

[Resolution - No Open Carry Handgun](#)

RESOLUTION

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

THAT in accordance with Sections 46.0359(c) and (i), Texas Penal Code, effective January 1, 2016, openly carrying a handgun by persons licensed under the authority of Subchapter H, Chapter 411, Government Code is prohibited in all rooms where an open meeting of the City of Lubbock is held subject to Chapter 551, Government Code and that notice of such prohibition shall be given in accordance with Section 30.07 (open carry), Texas Penal Code.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Latrelle Joy, Councilwoman, District 6

APPROVED AS TO FORM:



Chad Weaver, City Attorney

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City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.