City of Lubbock, Texas
Regular City Council Meeting
Thursday, February 27, 2014

Glen C. Robertson, Mayor
Karen Gibson, Mayor Pro Tem, District 5
Victor Hernandez, Councilman, District 1
Floyd Price, Councilman, District 2
Todd R. Klein, Councilman, District 3
Jim Gerlt, Councilman, District 4
Latrelle Joy, Councilwoman, District 6

James Loomis, City Manager
Mitch Satterwhite,Interim 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.

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.6.

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-8.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengrove, Individually and as representatives of the Estate of Jared Trengove.

1. 1. 2. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.

1. 1. 3. Discuss the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation’s prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.

1. 1. 4. Hotel occupancy tax audit deficiency collections.

1. 1. 5. Cause No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

1. 1. 6. Discussion of sovereign immunity concepts and principles with respect to contracts entered into by the City of Lubbock.

1. 1. 7. Cause No. 3094-2013, City of Lubbock v. 1913 Baylor Avenue, Municipal Court of the City of Lubbock, Lubbock County, Texas. (Villa Del Norte)

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

1. 2. 1. Police Station

1. 2. 2. Omni Building

1. 2. 3. Future Fire Station

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

1. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing

1. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

1. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.

1. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Urban Design & Historic Preservation Commission, Urban Renewal & Neighborhood Redevelopment Commission, and Zoning Board of Adjustment.

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Marcus Murphy, Pastor of Oakwood Baptist Church.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition to Connor Perryman in commeration of his 6th birthday being held at the Texas Tech Museum on March 2, 2014.

2. 4. Presentation of a special recognition to the Rape Crisis Center for Sexual Assualt Awareness Month.

2. 5. Presentation of a special recognition for the Water Smarter Initiative.

2. 6. Presentation of a special recognition of National AMD (Age-Related Macular Degeneration) and Low Vision Awareness Month.

2. 7. **Board Recognitions**

Central Business TIF Reinvestment Zone Board of Directors:
Henry Patel

Market Lubbock, Inc. Board of Directors:
Calvin Davis
Lance Peters

Urban Design & Historic Preservation Commission:
Mattie Been
James "David" Rogers

Zoning Board of Adjustment:
Zane Vaughn

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting t which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT.

4. **Minutes**

4. 1. January 23, 2014 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 Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0019 Amendment 10 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Lubbock Emergency Communication:** Consider a resolution authorizing the execution of the Lubbock Emergency Communication District PSAP Grant 2013-2014.

5. 1. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 11778 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund utility assistance programs to low-income families and individuals.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance**: Consider Budget Ordinance 2014-O0020 Amendment 11 amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 12 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 13 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.

5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 14 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street – Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 15 amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.

5. 7. **Resolution - Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11504 with Kimley-Horn and Associates, Inc. for the design and engineering of Erskine Street from Quaker Avenue/Texas Tech Parkway to Indiana Avenue, RFQ 13-11504-TF.

5. 8. **Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11710 with Utility Contractors of America, Inc. for the Slide Road water line extension, RFP 14-11710-TF.

5. 9. **Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11259 with Kimley-Horn and Associates, Inc. for professional engineering services associated with the South Sanitary Sewer System Extension Phase II-A.

5. 10. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11668 with Garney Companies, Inc for the construction of the Bailey County Well Field Supply Pipeline - Contract B, RFP 14-11668-MA.

5. 11. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 3 for professional services contract 10844 dated February 13, 2014, with Freese and Nichols, Inc. (FNI) for services associated with Construction Phase Services for the Bailey County Well Field Supply Pipeline - Contract B.

5. 12. **Resolution - Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 11690 with Utility Contractors of America, Inc. for Traffic Engineering trenching and boring services, RFP 14-11690-TS.

5. 13. **Ordinance 2nd Reading – Right-of-Way**: Consider an Ordinance 2014-O0018 abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.

5. 14. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.

5. 15. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.

5. 16. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.

5. 17. **Resolution-Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Truman Lewis and Mona Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System easement located in Section 3, Block JS.

5. 18. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Dramatic Order of The Knights of Khorassan, a non-profit Fraternal organization regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being in Block E, Section 8.

5. 19. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Newman Lusk regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS.

5. 20. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Phillip Johnson and wife, Gertrude Johnson regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.

5. 21. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Mark L. Roush, Individually, and as Partner for BR Farms, a Texas General Partnership regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.

5. 22. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Ed Sena, Director of Church Services for Lubbock Area Baptist Association, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 10, Block JS.

5. 23. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 10956 with Tyler Technologies, Inc. The amendment will provide additional software, unlimited licensing for software modules already contracted and implementation services for a new code enforcement system.

5. 24. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11732 with CS Advantage, USAA, Inc. for roof replacement blower building 4 at Southeast Water Reclamation Plant, RFP 14-11732-MA.

5. 25. **Resolution - Facilities:** Consider a resolution ratifying the act of the City Manager in executing contract 14-11743-JOC with Minnix Commercial Partners, LTD for storm related repairs to the Meter Shop at Municipal Hill.

5. 26. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11748, an agreement with Condray Design Group, Inc. for professional architectural and engineering services for the renovations of the Mae Simmons Senior and Community Centers located at 2004 Oak Avenue.

5. 27. **Resolution - Aviation**: Consider a resolution authorizing the Mayor to execute contract 11582 with DFW Consulting Group, Inc. for Architectural/Engineering Services for Lubbock Preston Smith International Airport Terminal Building Fire Alarm System Improvements, RFQ 14-11582-TF.

5. 28. **Resolution - Civic Center**: Consider a resolution authorizing the Mayor to execute contract 11528 with Honeywell International Inc. to provide heating, ventilation and air condition (HVAC) maintenance services for Civic Center, Coliseum and Auditorium, RFP 13-11528-DG.

5. 29. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 11755 with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

5. 30. **Resolution - Community Development:** Authorize the Mayor to execute a resolution confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for The Vineyards development which will be located at the southwest corner of 94th Street and Milwaukee Avenue.

5. 31. **Resolution - Community Development:** Authorize the Mayor to execute a resolution confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Reserves at Copper Ranch development which will be located west of the northwest corner of 114th Street and University Avenue.

5. 32. **Resolution Community Development:** Authorize the Mayor to execute a resolution confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Beacon Hill development which will be located on the southeast corner of Ironton Avenue and 71st Street.

5. 33. **Resolution – Police**: Consider a resolution authorizing the Mayor to execute contract 11774 a Professional Services Agreement with Dr. Andrew Young to provide services as a crisis intervention specialist.

5. 34. **Resolution – Police:** Consider a resolution authorizing the Mayor to execute contract 11761 with Forensic Nurse Staffing of West Texas (FNSWT) for the specialized service of the collection of biological evidence.

5. 35. **Resolution - Fire Services:** Consider a resolution authorizing the Mayor to execute contract 11776 with South Plains College to provide for the use of Lubbock Fire Training Facilities to train students.

5. 36. **Resolution - City Attorney:** Consider a resolution authorizing the City Council to execute the Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengove, Individually and as respresentatives of the Estate of Jared Trengove.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen's Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q, and consider an ordinance.

6. 2. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street, and consider an ordinance.

6. 3. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to M-2 on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.

6. 4. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard, and consider an ordinance.

6. 5. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street, and consider an ordinance.

6. 6. **Public Hearing 6:30 p.m. - City Attorney**: Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

6. 7. **Ordinance 1st Reading - City Attorney**: Consider adoption of an ordinance regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

6. 8. **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 location of 1401 University Avenue, for an off-premise alcoholic beverage permit.

6. 9. **Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31018285 with Associated Supply Company, Inc. for three backhoe loaders.

6. 10. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11644 with Archer Western Construction, LLC for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Improvements Project, RFP 14-11644-TF.

6. 11. **Resolution -** Consider and take action on a Memorandum of Understanding with Mitchell Satterwhite in connection with the position of Interim City Attorney.

6. 12. **Resolution -** Consider a resolution adjusting the compensation of the City Secretary.

6. 13. **Resolution -** Consider a resolution adjusting the compensation of the City Manager.

6. 14. **Resolution - Mayor:** Consider a resolution directing the City Manager to establish a Power Plan Committee to evaluate and analyze all feasible and potential sources of electrical power generation for the next 100 years, including alternative and renewable sources.

6. 15. **Resolution - Councilman Todd Klein:** Consider a resolution creating a Veterans Advisory Committee to study and make recommendations regarding benefits, services and assistance for veterans in the City of Lubbock.

6. 16. **Resolution - Finance:** Consider a resolution accepting the City of Lubbock Comprehensive Annual Financial Report for fiscal year ended September 30, 2013.

6. 17. **Resolution - Finance:** Consider a resolution authorizing publication of Notices of Intention to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation and Electric Light and Power System Revenue Bonds.

6. 18. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney.

6. 19. **Board Appointments - City Secretary:** Consider one appointment to the Museum & Arts Standing Sub-Committee, one appointment to the Urban Design & Historic Preservation Commission, two appointments to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.

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

8. **Open Citizen Comment**

City of
Lubbock
TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, FEBRUARY 27, 2014 - EXECUTIVE

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	BARBER, VIRGIL	02.01.14	N/A	LANDSCAPE ARCHITECT	REPLACE	N/A
*	2	URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	FERGUSON, GARY	03.01.14	N/A	CITIZEN	REPLACE	N/A
			STANLEY, MAURICE	03.01.14	100%	CITIZEN	REAPPOINT	Y
*	3	ZONING BOARD OF ADJUSTMENT	BASS, KEVIN	02.01.16	N/A	MEMBER	REPLACE	N/A

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	90.9% (10)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	9.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	45.0% (5)
Female	51.5%	53.0%	24.7%	55.0% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	27.2% (3)
District 2	16.4%	12.7%	4.1%	9.1% (1)
District 3	16.3%	16.1%	13.3%	9.1% (1)
District 4	17.0%	17.0%	20.6%	9.1% (1)
District 5	16.7%	19.4%	27.5%	27.2% (3)
District 6	17.2%	19.9%	19.3%	9.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	9.1% (1)

PURPOSE:
Permanent advisory board with officer of city status serves as advisory committee to Planning and Zoning Commission; recommends buildings, structures, sites, districts, areas and lands within city which may be eligible for designation as historic landmarks and historic landmark districts and reviews applications for rehabilitation, renovation or expansion of landmark buildings.

QUALIFICATIONS: Seven representatives shall possess special interest, knowledge or expertise in architecture, urban planning, history or political science, archeology or paleontology, sociology or anthropology, building construction, and landscape architecture. Four members shall be at large residents within the city of Lubbock. All members must possess knowledge and experience in the architectural, landscape architectural, archeological, cultural, social, economic, ethnic or political history of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Barber, Virgil (M,A,6)	Landscape Architect	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Virgil Barber:
Paul Nash (M,A,3) Paul Nash & Associates, Inc.

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/23/2014**

Urban Design/Historic Preservation Commission

Date Updated	*Last Name*	*First Name*	*Gender M/F*	*Ethnicity A,H,AA,O*	*Age*	*Occupation*	*Business*	*District*
First Preference								
Second Preference								
Third Preference								
Fourth Preference								
05/09/2012	Chapa	David	M	H	40-49	Interior Designer	texas tech	5
Fifith Preference								
11/14/2013	Been	Mattie	F	AI	18-29	Director of Development	Texas Tech HSC	2
Sixth Preference								

Committee # 27 Urban Design/Historic Preservation Commission — *Perm/Temp Board:* P

	Confidential	***Home***	***Business***			*Reappt Elig.*
Member Citizen **Adams** **Mr. Charles**	Y	***601 Avenue J Lubbock, TX 79401***	***Charles Adams Gallery 4210 82nd Street Lubbock, TX 79423***	*Curr:* *2nd:* *1st:*	**02/01/2014-02/01/2016** **02/01/2012-02/01/2014** **02/01/2010-02/01/2012**	***N***
Email: lubbart@yahoo.com	Y	***8062529939***	***8067881008 lubbart@yahoo.com***	*Fax:*		
Member Landscape Architect **Barber** **Mr. Virgil**	Y	***4809 19th St. #14 Lubbock, TX 79404***	***Avante 8201 Quaker Ave. Suite 110 Lubbock, TX 79424***	*Curr:* *2nd:* *1st:*	**02/01/2012-02/01/2014** **03/25/2010-02/01/2012**	***N***
Email:	Y	***8067926500***	***8067946300***	*Fax:*	***8067946301***	
Member Citizen **Been** **Mrs. Mattie**	N	***2005 78th ST Lubbock, TX 79423***	***Texas Tech HSC 3601 4th ST Lubbock, TX 79423***	*Curr:* *2nd:* *1st:*	**02/01/2014-02/01/2016**	***Y***
Email: mattie.been@ttuhsc.edu	N	***(806) 270-0273***	***(806) 743-6000 mattie.been@ttuhsc.edu***	*Fax:*		
Member History / Political Science **Carlson** **Mr. Paul**	Y	***3 E. Brookhollow Drive Ransom Canyon, TX 79366***		*Curr:* *2nd:* *1st:*	**02/01/2013-02/01/2015** **02/01/2011-02/01/2013**	***Y***
Email: paul.carlson@ttu.edu	Y	***8068292463***		*Fax:*		
Member Sociology / Anthropologist **Ehlers** **Ms. Katherine**	Y	***1919 31st Street Lubbock, TX 79411***	***Museum of TTU Box 43191 Lubbock, TX 79409***	*Curr:* *2nd:* *1st:*	**08/22/2013-02/01/2015**	***Y***
Email: katherine.j.bell@ttu.edu	Y Y	***8065438629 8065438629***	***8067422479 katherine.j.bell@ttu.edu***	*Fax:*		
Member Planner **Henry** **Ms. Jane**	Y	***5233 20th Street Lubbock, TX 79407***	***8067801111 5233 20th Street Lubbock, Texas 79407***	*Curr:* *2nd:* *1st:*	**02/01/2014-02/01/2016** **08/08/2012-02/01/2014**	***Y***
Email: juhenrydesign@gmail.com	Y	***(806) 780-1111***	***8067801111 juhenrydesign@gmail.com***	*Fax:*		
Member Archeologist/Palentologist **Mueller** **Mr. Bill**	Y	***5020-D Kenosha Ave Lubbock, TX 79413***	***Texas Tech Museum 3301 4th Street Lubbock, TX 79415***	*Curr:* *2nd:* *1st:*	**02/01/2014-02/01/2016** **04/26/2012-02/01/2014**	***Y***
Email: mueller.bd@gmail.com	Y	***8067879551***	***8067422442 bill.mueller@ttu.edu***	*Fax:*	***8067421136***	
Member Citizen **Nathan** **Ms. Jeanette**	Y	***2113 E. 29th Street Lubbock, TX 79404***		*Curr:* *2nd:* *1st:*	**02/01/2014-02/01/2016** **03/09/2012-02/01/2014**	***Y***
Email: jxnath1142@yahoo.com	Y	***8067825660***	***jxnath1142@yahoo.com***	*Fax:*		
Member Builder **Rogers Jr.** **Mr. James**	Y	***6205 109th Street Lubbock, TX 79424***	***David Rogers / Odyssey Homes 6507 70th Street Lubbock, TX 79424***	*Curr:* *2nd:* *1st:*	**02/01/2014-02/01/2016**	***Y***
Email: davidjr@davidrogershomes.com	Y	***(806) 773-1290***	***8067731290 davidjr@davidrogershomes.com***	*Fax:*	***8067939404***	

Committee # 27 Urban Design/Historic Preservation Commission — *Perm/Temp Board:* **P**

	Confidential	***Home***	***Business***			*Reappt Elig.*
Member			***SLS Partnership***	*Curr:*	**02/01/2013-02/01/2015**	***Y***
Architect	N	***9605 Utica Dr***	***4416 74th Street, Ste. 86***	*2nd:*		
Schellhase		***Lubbock, TX 79424***	***Lubbock, TX 79424***	*1st:*		
Mr. Scott						
Email:	N	***8067987669***	***8067944726***	*Fax:*	***8067944667***	
	N	***8065357570***				
Chair			***National Ranching***	*Curr:*	**02/01/2013-02/01/2015**	***N***
Citizen	Y	***2614 Ridge Road***	***Heritage Center***	*2nd:*	**02/01/2011-02/01/2013**	
White		***Lubbock, TX 79403***	***3121 4th Street***	*1st:*	**02/12/2009-02/01/2011**	
Mr. Scott			***Lubbock, TX 79409***			
Email:	Y	***8067410405***	***8067420498***	*Fax:*	***8067420616***	
dabwhite@suddenlink.net						

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	67.0% (6)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	22.0% (2)
Other	3.7%	4.0%	6.3%	11.0% (1)
GENDER				
Male	48.5%	47.0%	75.3%	66.7% (6)
Female	51.5%	53.0%	24.7%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	22.2% (2)
District 2	16.4%	12.7%	4.1%	11.1% (1)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2%(2)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Advisory board with Officer of City status. This board consists of two boards. Neighborhood Redevelopment Commission studies the need for neighborhood rehabilitation in older sections of Lubbock and makes recommendations of rehabilitation projects to be funded annually by the Community Development Program. Urban Renewal Board oversees the sale and conditions of sale of Urban Renewal lots and any items involving land owned by the Urban Renewal Agency.

QUALIFICATIONS: All members must be residents of the city of Lubbock. Six members shall be representatives of mortgage banking, residential construction, accounting, real estate, engineering, and legal. Three members shall be appointed from the general public with emphasis given to representatives of low and moderate income citizens and residents of target areas.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Requirement**	**Attend**	**Eligible**	**Action**
Ferguson, Gary (M,A,1)	Citizen	N/A	N/A	Replace
Stanley, Maurice (M,A,3)	Citizen	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Gary Ferguson:
David Chapa (M,H,5) Texas Tech

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/26/2014**

Urban Renewal / Neighborhood Redevelopment Commission

Date Updated	*Last Name*	*First Name*	*Gender M/F*	*Ethnicity A,H,AA,O*	*Age*	*Occupation*	*Business*	*District*
First Preference								
05/09/2012	Chapa	David	M	H	40-49	Interior Designer	texas tech	5
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee #	*19*	*Urban Renewal / Neighborhood Redevelopment Commission*	*Perm/Temp Board:*	**P**

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member			*X-Fab Texas, Inc*	*Curr:*	03/01/2013-03/01/2015	*Y*
Engineer	N	*4504 9th Street*	*2301 N. University*	*2nd:*	12/06/2012-03/01/2013	
Borhani		*Lubbock, TX 79416*	*Lubbock, TX 79415*	*1st:*		
Mr. Marcus						
Email:	N	*8067947115*	*8067474400*	*Fax:*	*8067473111*	
marcus.borhani@xfab.com			*marcus.borhani@xfab.com*			
Member			*Prime West Mortgage*	*Curr:*	03/01/2013-03/01/2015	*Y*
Banker	Y	*5713 80th Street*	*7806 Indiana Avenue*	*2nd:*		
Cable		*Lubbock, TX 79424*	*Lubbock, TX 79423*	*1st:*		
Ms. Larissa						
Email:	Y	*8068312840*	*8067882805*	*Fax:*	*8067937602*	
larissa_gordon23@yahoo.com			*lcable@primewestcorp.com*			
Chair			*Parkhill, Smith & Cooper*	*Curr:*	03/01/2012-03/01/2014	*N*
Citizen	Y	*2117 28th St*	*4222 85th St*	*2nd:*	03/01/2010-03/01/2012	
Ferguson		*Lubbock, TX 79411*	*Lubbock, TX 79423*	*1st:*	03/01/2008-03/01/2010	
Mr. Gary						
Email:	Y	*8066870943*	*8064732200*	*Fax:*	*8064733500*	
gferguson@team-psc.com			*gferguson@team-psc.com*			
Member				*Curr:*	03/01/2012-03/01/2014	*N*
Real Estate Agent	Y	*1701 East 26th Street*		*2nd:*	03/01/2010-03/01/2012	
Givens		*Lubbock, TX 79411*		*1st:*		
Mr. R.J.						
Email:	Y	*8067622967*	*8067638430*	*Fax:*		
givreal@aol.com	Y	*8067780824*	*givreal@aol.com*			
Member			*Texas Dept. of Criminal*	*Curr:*	03/01/2013-03/01/2015	*Y*
Legal	Y	*3019 109th Street*	*Justice*	*2nd:*	08/23/2012-03/01/2013	
Hunter		*Lubbock, TX 79423*	*8602 Peach Street*	*1st:*		
Mr. Patrick			*Lubbock, TX 79404*			
Email:	Y	*8067452537*	*8067451021*	*Fax:*		
patrick.hunter1@suddenlink.net			*patrick.hunter1@suddenlink.net*			
Member			*WestMark, Realtors*	*Curr:*	03/01/2013-03/01/2015	*Y*
Citizen	N	*5111 97th St*	*4105 84th St*	*2nd:*	03/01/2011-03/01/2013	
Kiesling		*Lubbock, TX 79424*	*Lubbock, TX 79423*	*1st:*		
Ms. Juanita						
Email:	Y	*8067942618*	*8067943300*	*Fax:*	*8067945550*	
nkiesling@westmarkcommercial.com	Y	*8062393540*	*nkiesling@westmarkcommercial.com*			
Secretary/Treasurer			*Lubbock Chamber of*	*Curr:*	03/01/2012-03/01/2014	*N*
Accountant	Y	*903 East Kent*	*Commerce*	*2nd:*	03/01/2010-03/01/2012	
Nugent		*Lubbock, TX 79403*	*1301 Broadway, Suite 101*	*1st:*		
Ms. Sheri			*Lubbock, TX 79401*			
Email:	Y	*8067897903*	*8067617004*	*Fax:*	*8067617013*	
sheri.nugent@lubbockbiz.org			*sheri.nugent@lubbockbiz.org*			
Member				*Curr:*	03/01/2012-03/01/2014	*Y*
Citizen	N	*3801 25th Street*		*2nd:*	09/08/2011-03/01/2012	
Stanley		*Lubbock, TX 79410*		*1st:*		
Mr. Maurice						
Email:	N	*8067939872*		*Fax:*		
	N	*8062414839*				
Member				*Curr:*	03/01/2013-03/01/2015	*N*
Residential Construction	Y	*4422 79th Street*		*2nd:*	03/01/2011-03/01/2013	
Vitale		*Lubbock, TX 79424*		*1st:*	03/01/2009-03/01/2011	
Mr. Jeffrey						
Email:	Y	*8067959765*	*8062410282*	*Fax:*		
brandijeff@hotmail.com			*brandijeff@hotmail.com*			

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	88.9% (8)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	77.8% (7)
Female	51.5%	53.0%	24.7%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	11.1% (1)
District 3	16.3%	16.1%	13.3%	33.3% (3)
District 4	17.0%	17.0%	20.6%	11.1% (1)
District 5	16.7%	19.4%	27.5%	33.3% (3)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Permanent advisory board with officer of the city status to hear citizen requests for variances and special exceptions from regulations in the comprehensive zoning ordinance and grants relief as warranted.

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bass, Kevin (M,A,5)	Member	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Kevin Bass, Member:
Promote Douglas Naegele, Alternate to Member

To replace Douglas Naegele, Alternate:
Jack Bounds (M,A,2) Jack Bounds Investments

City of Lubbock
Board and Commision Recruiting Database

Updated: **2/11/2014**

Zoning Board of Adjustment

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
10/28/2013	Gloyna	Edwin	M	A	40-49	Self Employed	Day Break Coffee	6
07/22/2010	Hudgens	Dickie	M	A	60+	Retired CPA		3
04/25/2012	Putnam	Russell	M	A	60+	Business Consultant	Southwest Financial Group	6
Fifith Preference								
Sixth Preference								

Committee #	*28*	*Zoning Board of Adjustment*			*Perm/Temp Board:*	**P**

	Confidential	*Home*	*Business*			*Reappt Elig.*
Chair			*City Bank*	*Curr:*	**02/01/2012-02/01/2014**	***Y***
Member	Y	*10620 Salem Avenue*	*5219 City Bank Pkway*	*2nd:*	**02/01/2010-02/01/2012**	
Bass		*Lubbock, TX 79424*	*Lubbock, TX 79407*	*1st:*	**02/01/2009-02/01/2010**	
Mr. Kevin						
Email:	Y	*8067830379*	*8067713229*	*Fax:*	***8067915331***	
kbass@citybanktexas.com	Y	*8067900374*	*kbass@citybanktexas.com*			
Member			*McCleskey, Harriger,*	*Curr:*	**02/01/2013-02/01/2015**	***Y***
Alternate	N	*2806 21st Street*	*Brazill & Graff*	*2nd:*	**05/10/2011-02/01/2013**	
Burrows		*Lubbock, TX 79410*	*P.O. Box 1670*	*1st:*		
Mr. Dustin			*Lubbock, TX 79493*			
Email:	Y	*8066872328*	*8066870630*	*Fax:*	***8067967365***	
dustinburrows@mhbg.com	N	*8067907369*	*dustinburrows@mhbg.com*			
Member				*Curr:*	**02/01/2014-02/01/2016**	***Y***
Member	Y	*2401 E. 28th St*		*2nd:*	**02/01/2012-02/01/2014**	
Caviel		*Lubbock, TX 79404*		*1st:*	**05/10/2011-02/01/2012**	
Ms. Billie Jean						
Email:	Y	*8067628065*		*Fax:*		
billiej23@suddenlink.net			*billiej23@suddenlink.net*			
Member				*Curr:*	**02/01/2014-02/01/2016**	***Y***
Member	Y	*8213 Bourbon St*		*2nd:*	**02/01/2012-02/01/2014**	
Jackson		*Lubbock, TX 79424*		*1st:*	**06/23/2011-02/01/2012**	
Ms. Lyn						
Email:	Y	*8067981251*	*8067755138*	*Fax:*	***8067755075***	
Member				*Curr:*	**02/01/2014-02/01/2016**	***Y***
Alternate	Y	*3302 41st Street*		*2nd:*	**02/01/2012-02/01/2014**	
Naegele		*Lubbock, TX 79413*		*1st:*	**02/24/2011-02/01/2012**	
Mr. Douglas						
Email:	Y	*8063689278*		*Fax:*		
dougnaegele@mac.com	Y	*5122965549*				
Member			*American Wind Power*	*Curr:*	**02/01/2013-02/01/2015**	***N***
Member	N	*3707 23rd Street*	*Center*	*2nd:*	**02/01/2011-02/01/2013**	
Patton		*Lubbock, TX 79410*	*1701 Canyon Lake Drive*	*1st:*	**02/01/2010-02/01/2011**	
Mr. Glenn			*Lubbock, TX 79410*			
Email:	N	*8067992926*	*8067478734*	*Fax:*	***8067400668***	
			glenn@windmill.com			
Vice Chair			*Teinert Commercial*	*Curr:*	**02/01/2013-02/01/2015**	***N***
Member	N	*3409 Mesa Road*	*Building Service*	*2nd:*	**02/01/2011-02/01/2013**	
Teinert		*Lubbock, TX 79403*	*4009 Clovis Road*	*1st:*	**12/02/2010-02/01/2011**	
Mr. Allen			*Lubbock, TX 79415*			
Email:	N	*8067658330*	*8067442801*	*Fax:*	***8067442401***	
			allen@teinert.com			
Member			*McCleskey, Harriger,*	*Curr:*	**02/01/2014-02/01/2016**	***Y***
Alternate	N	*4414 86th Street*	*Brazill & Graf, L.L.P.*	*2nd:*		
Vaughn		*Lubbock, TX 79423*	*5010 University Avenue*	*1st:*		
Mr. Zane			*Lubbock, TX 79413*			
Email:	N	*8062822807*	*8067760251*	*Fax:*	***8067967365***	
Member			*Texas Tech University*	*Curr:*	**02/01/2014-02/01/2016**	***Y***
Alternate	N	*7701 Lynnhaven*	*1901 University, Ste 301*	*2nd:*		
Wells		*Lubbock, TX 79423*	*Lubbock, TX 79410*	*1st:*		
Mr. Craig						
Email:	N	*8067936241*	*8067421195*	*Fax:*		
			craig.wells@ttu.edu			

City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
January 23, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 23rd of January, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

3:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

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

- *Executive Session; 2.1-2.6; Citizen Comments (3.1-3.6); Sign-ups (3.7); 4.1; 5.1-5.1.2; 5.3; 5.5; 5.7-5.9; 5.11-5.12; 5.18-5.26; 6.1-6.7; 5.4; 6.8-6.9; 5.2; 5.6; 5.10; 5.13-5.14; 5.15; and 5.16-5.17.*

1. Executive Session

The meeting was called into a closed session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:15 p.m.

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Discuss the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.

1. 1. 2. Preliminary Hotel Occupancy tax audit deficiency collections.

1. 1. 3. Discuss the City's options related to the Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Service Company d/b/a Xcel Energy on January 7, 2014.

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

1. 2. 1. Police facilities.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney; or to hear a complaint or charge against the City Attorney.

1. 5. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.074 to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Urban Design & Historic Preservation Commission (UDHPC), Zoning Board of Adjustment (ZBA), and one appointment to Central Business TIF Board.

6:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Dr. Lauro C. Hernandez, Pathway Assembly Church

Dr. Lauro C. Hernandez, Pathway Assembly Church, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a special recognition to T.J. Patterson for his years of prison ministry.

Council Members Todd R. Klein and Floyd Price presented a special recognition to T.J. Patterson for his years of prison ministry. Mr. Patterson gave thanks to the City Council and gave comments about his ministering to incarcerated inmates.

2. 4. Presentation from John Murdock to the City of Lubbock for the designation as a Purple Heart City.

Commander John Murdock, Military Order of The Purple Heart - South Plains Chapter 0900, presented the City Council and the Lubbock community for the designation as a Purple Heart City. Commander Murdock presented a plaque to Mayor Robertson and thanked the City Council and Lubbock citizens for their support.

2. 5. Presentation of a special recognition to the American Heart Association for "Go Red For Women".

Council Member Latrelle Joy presented a special recognition to the American Heart Association for "Go Red for Women", a campaign for Heart Disease Awareness Month. Marinda Heinrich, Chair of "Go Red for Women", gave comments on heart disease and thanked the City Council for their help in promoting the "Go Red for Women" campaign. Ms. Heinrich also introduced Kelsey Bernstein,

Policy Manager of the American Heart Association - South West Affiliate; Denise Sanders, Executive Director of American Heart Association - Lubbock; Tommy Parrish, volunteer; Debbie Warmouth, Chair of the American Heart Association Heart Ball; Sharyn Ivory, volunteer; and Susan Devore, volunteer, who were in attendance.

2. 6. **Board Recognitions**

Community Development & Services Board:
Bobby Cude

Libraries Board:
Esther De Leon (unable to attend)
Alice Lozada

Lubbock Housing Finance Corporation:
Nita Kiesling

3. Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.

3. 1. Donna Walz will appear before the City Council to discuss the new public comment procedures.

Donna Walz appeared before City Council to discuss the new public comment procedures.

3. 2. Kim Pharr will appear before the City Council to discuss City sign ordinance.

Kim Pharr appeared before City Council to speak about City sign ordinances.

3. 3. Dora Cortez will appear before the City Council to discuss citizenship.

Dora Cortez appeared before City Council to discuss citizenship as it relates to new public comment procedures.

3. 4. Burley Owen will appear before the City Council to discuss new public comment procedures.

Burley Owen appeared before City Council to discuss new public comment procedures.

3. 5. Mikel Ward will appear before the City Council to discuss the citizen comment procedures and the Citizen Advisory Committee discussions about City of Lubbock debt.

Mikel Ward appeared before the City Council to discuss the citizen comment procedures and the Citizen Advisory Committee as it relates to City of Lubbock debt.

3. 6. Bill Curnow will appear before the City Council to discuss current and proposed rules for citizen comments.

Bill Curnow appeared before City Council to discuss current and proposed rules for citizen comments.

3. 7. **Sign-ups:**

- Debbie Bartholomew appeared before City Council to discuss issues regarding the City Attorney and filing complaints with various entities.
- Ysidro Gutierrez appeared before City Council to discuss new public comment procedures.
- Eric Strong appeared before City Council to give thanks to the Council for taking part in the Martin Luther King, Jr. Day activities and for their service.
- Deanne Clark appeared before City Council to discuss the North Overton TIF (Tax Increment Finance) as it relates to City of Lubbock debt.
- Roget Settler appeared before City Council to discuss the Omni building, zoning, and to propose a minimum wage ordinance.

4. **Minutes**

4. 1. December 19, 2013 Special City Council Meeting
December 19, 2013 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve the December 19, 2013 Regular City Council Meeting minutes; and the December 19, 2013 Special City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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.**

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve items 5.1-5.1.2; 5.3; 5.5; 5.7-5.9; 5.11-5.12; and 5.18-5.26.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0008, Amendment 8, amending the adopted FY 2013-14 Budget respecting the grant fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program - Impaired Driving Mobilization (STEP-IDM) Grant; and respecting the capital program to establish Capital Improvement Project 8589, North Quaker/Erskine/North Loop 289; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Police:** Resolution No. 2014-R0017 authorizing the Mayor to execute contract 11699 for and on behalf of the City, a Texas Traffic Safety Program Grant Agreement for STEP Impaired Driving and Mobilization (IDM) by and between the City and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), and all related documents.

5. 1. 2. **Resolution - Traffic Engineering** : Resolution No. 2014-R0018 authorizing the Mayor to execute contract 11711, interlocal agreement CSJ 0783-02-084, with Texas Department of Transportation (TxDOT) for the City to furnish and install traffic signal equipment as part of the Quaker Avenue/Erskine at State Loop 289 project.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0016, Amendment 9, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to amend funds from the Federal Transit Administration (FTA) for the Section 5307 Grant, the Section 5316 Grant, the Section 5317 Grant, and the Section 5310 Grant; and to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0016.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 3. **Ordinance 2nd Reading - Public Works Traffic Engineering** : Ordinance No. 2014-O0009 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.

5. 4. **Resolution – Public Works Water Resources** - Resolution No. 2014-R0027 authorizing the Mayor to execute contract 11720 , a five-year contract with the City of Shallowater for the continued purchase of water from the City's potable water system.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0027.

Vote: 7 - 0 Motion carried

5. 5. **Resolution - Public Works Engineering:** Resolution No. 2014-R0019 authorizing the Mayor to execute contract 11703 with Utility Contractors of America, Inc. (UCA) for Storm Sewer Pipeline Repair and Replacement, RFP 14-11703-MA.

5. 6. **Contract Resolution - Street Engineering:** Resolution No. 2014-R0029 authorizing the Mayor to execute contract 11647 with Allen Butler Construction, Inc., for construction of 34th Street from Quaker Avenue to Indiana Avenue, ITB 14-11647-TF.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0029.

Vote: 7 - 0 Motion carried

5. 7. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2014-O0010 abandoning and closing a 10-foot underground utility easement located in Lot 7, Lewis Estates Addition, Lubbock County, Texas, easement located at 5231 21st Street.

5. 8. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2014-O0011 abandoning and closing a portion of a 20-foot underground utility, drainage and garbage service easement located in Lots 347 through Lots 352 of Quincy Park Addition, Lubbock County, Texas, easement located at 9202 Turner Avenue.

5. 9. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2014-O0012 abandoning and closing a portion of a street right-of-way located at 37th Street and Quincy Avenue in Milwaukee Ridge Addition.

5. 10. **Resolution - Right-of-Way** : Resolution No. 2014-R0030 authorizing the Mayor to execute contract 11704 with Chris and Braxton Bednarz to farm approximately 80 acres out of League 4 labors 3, 4, 5, 6, Lynn County, Texas.

Keith Smith, Director of Public Works; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0030.

Vote: 7 - 0 Motion carried

5. 11. **Resolution - Right-of-Way** : Resolution No. 2014-R0020 authorizing the Mayor to execute contract 10705 for warehouse lease.

5. 12. **Contract Resolution - Telecommunications** : Resolution No. 2014-R0021 authorizing the Mayor to execute contract 11566 with Sprint Solutions, Inc. for cellular phone service and devices, RFP 14-11566-DT.

5. 13. **Resolution - Information Technology** : Resolution No. 2014-R0031 authorizing the Mayor to execute purchase order contract 33000460 with Dell Marketing LP for the purchase of a Storage Area Network (SAN) for the Data Center.

Mark Yearwood, Assistant City Manager; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0031.

Vote: 7 - 0 Motion carried

5. 14. **Resolution - Information Technology:** Resolution No. 2014-R0032 authorizing the Mayor to execute a purchase order 10010701 with Dell Marketing LP, for rugged laptops and mounting hardware, and semi-rugged laptops for the Lubbock Police Department.

Mark Yearwood, Assistant City Manager; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0032.

Vote: 7 - 0 Motion carried

5. 15. **Contract Resolution - Facilities:** Resolution No. 2014-R0033 authorizing the Mayor to execute contract 11706 with Servpro of Southwest Lubbock for the water damage remediation of the Water Utilities offices at Municipal Hill.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Resolution No. 2014-R0033.

Vote: 7 - 0 Motion carried

5. 16. **Ordinance 1st Reading - City Secretary:** Ordinance No. 2014-O0017 ordering the 2014 Regular Municipal Election of the City of Lubbock to be held May 10, 2014.

Becky Garza, City Secretary, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0017.

Vote: 7 - 0 Motion carried

5. 17. **Resolution - City Secretary:** Resolution No. 2014-R0034 authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election.

Becky Garza, City Secretary, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0034.

Vote: 7 - 0 Motion carried

5. 18. **Resolution - Human Resources:** Resolution No. 2014-R0022 authorizing the Mayor to execute an Interlocal Cooperation Agreement with the Texas Department of Public Safety (TDPS) for release of driver records to governmental entities.

5. 19. **Resolution - Transit:** Resolution No. 2014-R0023 authorizing the Mayor to execute Amendment 2 to ICB 1201 (05) 33, a Texas Department of Transportation (TxDOT) Section 5311(f) grant for renovation/expansion of the Downtown Transfer Plaza. The amendment will move the end date of the grant from January 31, 2014 to May 31, 2014.

5. 20. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0001 for Zone Case 3089-C, a request of CLCL Development for a zoning change from AM to R-1 Specific Use for townhomes on 7.497 acres of unplatted land out of Block AK, Section 21, 10202 Frankford Avenue.

5. 21. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0002 for Zone Case 1147-C, a request of Superior Asphalt Manufacturing, for Phil Huval, for a zoning change from M-1 to M-2 Specific Use for an asphalt paving manufacturing plant on 9.3 acres of unplatted land out of Block A, Section 77, 420 East Lehigh Street.

5. 22. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0003 for Zone Case 2508-M, a request of Tigris Development, LLC and Cliff Watt, for Norton Baker and Elmore Family Trusts, for a zoning change from C-3 to A-2 on 5.05 acres of unplatted land out of Block E-2, Section 20, north of 114th Street and west of University Avenue.

5. 23. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0004 for Zone Case 3018-C, a request of McCanton Woods for a zoning change from C-2 Specific Use and A-3 Specific Use to IHC for a hotel on Tract 5B 2 & 3, Overton Park Addition, 2311 Mac Davis Lane.

5. 24. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0005 for Zone Case 2995-Q, a request of Rodney Warren, for SPSM Ltd., for a zoning change from C-2 to C-4 Limited to a restaurant (drive in/through only) and all other unconditionally permitted C-2 uses on 2.645 acres of unplatted land out of Block AK, Section 29, 7601 Milwaukee Avenue.

5. 25. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0006 for Zone Case 3218, a request of West Texas Engineering, LLC, for American Turbine Pump Co., for a zoning change from T to M-1 on 21.58 acres of unplatted land out of Block A, Section 13 Tracts B4, B6, B6B & B14, 4229 Adrian Street.

5. 26. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0007 for Zone Case 3199-B, a request of Marianne Moseley, PE, for Stephen Pitts, for a zoning change from C-3 and T to C-3 Specific Use on 24.815 acres of unplatted land out of Block E-2, Section 22, southeast corner of Quaker Avenue and 114th Street.

6. Regular Agenda

6. 1. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2014-O0013 for Zone Case 3016-B, a request of Burl Masters, for SWLLD, for a zoning change from T and R-1 to GO, R-2 Specific Use, and R-1 Specific Use on 98.3 acres of unplatted land out of Block AK, Section 22, south of 98th Street, west of Quincy Avenue, and east of Upland Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:19 p.m.

Burl Masters, for SWLLD, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:20 p.m.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0013.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2014-O0014 for Zone Case 3221, a request of Verizon Wireless for a zoning change from IHC to IHC Specific Use for a telecommunications tower on .02 acres, on a portion of the north 124 feet of Lot 8, Lot 9, and the strip of Block O, Section 2, Overton Addition, 2217 Marsha Sharp Freeway, and consider an ordinance.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 8:21 p.m.

Bret Ellis appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:22 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0014.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2014-O0015 for Zone Case 3145-D, a request of Chris Evans, for Reagor Dykes Auto Group, for a zoning change from CB-2 to CB-2 Design Historic for a landmark designation on the Myrick-Green Building, Lots 6 through 10, Block 133, Original Town Addition, 1215 and 1219 Avenue J, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:25 p.m.

Chris Evans, with Reagor Dykes Auto Group, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:25 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0015.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing 6:30 p.m. - City Attorney:** Consider the Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Service Company d/b/a Xcel Energy on January 7, 2014.

Public hearing only.

Mayor Robertson opened the public hearing at 8:30 p.m.

Mike Ward appeared to speak against a rate increase.

No one appeared to speak in favor.

Mayor Robertson closed the public hearing 8:31 p.m.

6. 5. **Resolution - City Attorney:** Resolution No. 2014-O0024 on an Order and Resolution in response to a Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Service Company d/b/a Xcel Energy on January 7, 2014.

Richard Casner, Assistant City Attorney, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Resolution No. 2014-R0024, denying Xcel Energy's request.

Vote: 7 - 0 Motion carried

6. 6. **Resolution - Mayor Glen Robertson:** Resolution No. 2014-R0025 amending rules and procedures for the citizen comment period at regular City Council meetings.

Mayor Glen Robertson gave comments regarding a proposed resolution amending rules and procedures for the citizen comment period at Regular City Council meetings. James Loomis, City Manager, gave comments and answered questions from Council.

Mikel Ward, Maurice Stanley, Roger Settler, Bill Curnow, and Burley Owen gave comments on the proposed amendments for the citizen comment period at Regular City Council meetings.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution 2014-R0025 with the following amendments:

- "1. THAT any citizen wishing to appear before any regular meetign of the City Council to speak:
  - 1) shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or
  - 2) shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda.
- 2. THAT any citizen who complies with Paragraph (1) above, shall be given the opportunity to address the City Council, during the 'Citizen Comment Period' of the meeting. The 'Citizen Comment Period' shall be broadcast in its entirety on the City television channel.
- 3. THAT nothing herin shall preclude a citizen from signing up to appear before any regular meeting of the City Council at the City Council meeting itself on a topic that is not posted on the agenda. Any citizen who signs up to address the City Council at the meeting on any topic that is not posted on the agenda shall be allowed the opportunity to speak under that portion of the agenda entitled 'Open Citizen Comments,' which shall be the last item on each agenda. The 'Open Citizen Comments' shall be broadcast in its entirety on the city television channel, with the following disclaimer to be displayed on the screen: 'These comments are strictly the opinion of the speaker.'
- 4. THAT Resolution No. 2005-R0598 is hereby repealed in its entirety."

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Todd R. Klein

6. 7. **Resolution - Mayor Glen Robertson:** Resolution No. 2014-R0026 establishing a Joint Task Force consisting of Council members and Board members of the Electric Utility Board to study and evaluate the interaction and communication between the City of Lubbock and Lubbock Power & Light and establish a deadline by which the Joint Task Force will submit its report to the City Council.

Mayor Robertson gave comments on establishing a Joint Task Force consisting of Council Members and Electric Utility Board members to study and evaluate the interaction and communication between the City of Lubbock and Lubbock Power & Light.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution 2014-R0026 with the following amendments offered by Council Member Todd R. Klein:

- Section 2. (3) by striking "Two" and inserting "One" to read as follows: "One EUB board member to be selected by the Mayor;" and
- Section 3. by striking "ninety (90)" and inserting "seventy-five (75)" to read as follows: "no later than seventy-five (75) days from the date this resolution is approved by the City Council."

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Finance:** Resolution No. 2014-R0028 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2012 through September 30, 2013, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0028.

Vote: 7 - 0 Motion carried

6. 9. **Board Appointments - City Secretary:** Consider two appointments to Market Lubbock, Inc. Board of Directors, one appointment to National Windmill Project, Inc. Board of Directors, six appointments to Urban Design and Historic Preservation Commission, five appointments to Zoning Board of Adjustment, and one appointment to Central Business TIF Board.

Central Business TIF Reinvestment Zone Board of Directors: Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez, to appoint Henry Patel.

Vote: 7 - 0 Motion carried

Market Lubbock, Inc. Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Calvin Davis and Lance Peters to the vacant positions.

Vote: 7 - 0 Motion carried

National Windmill Project, Inc. Board of Directors: Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein, to reappoint Victor Bobo.

Vote: 7 - 0 Motion carried

Urban Design & Historic Preservation Commission:

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to reappoint Charles Adams, Jane Henry, Bill Mueller, and Jeanette Nathan.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to appoint Mattie Been to replace Pamela Brink.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt, to appoint David Rogers to replace Brianna Ingram.

Vote: 7 - 0 Motion carried

Zoning Board of Adjustment:

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to reappoint Billie Jean Caviel, Lyn Jackson, and Douglas Naegele.

Vote: 7 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by council Member Latrelle Joy, to appoint Craig Wells to replace James Rogers.

Vote: 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Todd R. Klein, to appoint Zane Vaughn to replace Carl Tepper.

Vote: 7 - 0 Motion carried

9:50 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **5. 1.**

Meeting Date: 02/27/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0019 Amendment 10 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.

Item Summary

On February 13, 2014, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $4,978 from the LECD for the PSAP Grant, transfer a local match of $553 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $553. The grant will benefit the Lubbock Police Communications Center.

II. Accept and appropriate $886,436 from the TDHCA for the CEAP grant. The grant will fund programs to assist low-income persons and families with energy assistance, and energy efficiency. This is accomplished by funding both sub-recipient programs, and City programs that address this issue.

III. Appropriate an additional $185,023 for the Municipal Court Special Revenue Fund, from $315,508 to $500,531, for the purpose of upgrading technology and security, improving court facilities, and providing for training and travel. The additional funding comes from the fund balance.

IV. Amend the General Fund by appropriating an additional $33,845 in revenue from the Interlibrary Loan (ILL) reimbursement program and by increasing the Mahon Library operating budget by $33,845, from $2,048,621 to $2,082,466. The revenue is a result of the City of Lubbock library's participation in the statewide Interlibrary Loan program. The additional revenue will be used to purchase new materials at Mahon Library.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE LUBBOCK EMERGENCY COMMUNICATION DISTRICT (LECD) FOR THE PUBLIC SAFETY ANSWERING POINTS (PSAP) GRANT, TRANSFER FUNDS FROM THE GENERAL FUND TO THE GRANT FUND FOR MATCHING FUNDS, AND REDUCE THE POLICE DEPARTMENT OPERATING BUDGET ACCORDINGLY; AND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM; (CEAP) RESPECTING THE MUNICIPAL COURT SPECIAL REVENUE FUND; AND RESPECTING THE GENERAL FUND TO APPROPRIATE ADDITIONAL FUNDING AND INCREASE THE MAHON LIBRARY OPERATING BUDGET; 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 2013-14 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 2013-14 (Budget Amendment #10) for municipal purposes, as follows:

I. Accept and appropriate $4,978 from the LECD for the PSAP Grant, transfer a local match of $553 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $553.

II. Accept and appropriate $886,436 from the TDHCA for the CEAP Grant.

III. Appropriate an additional $185,023 for the Municipal Court Special Revenue Fund, for a total appropriation of $500,531.

IV. Amend the General Fund by appropriating an additional $33,845 in revenue from the Interlibrary Loan (ILL) reimbursement program and by increasing

the Mahon Library operating budget by $33,845, for a total appropriation of $2,082,466.

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

BudgetFY1314.Amend10.ord
January 30, 2014

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 13, 2014

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Public Safety Answering Points
Grant Effective Date:	November 13, 2013
Grant Provider/Agency:	Lubbock Emergency Communication District
Grant Award Amount	$ 4,978
Amount City Grant Match Transfer:	553
Funding Source of Grant Match:	5717.9111

Budget Information:

Project Detail	**Cost**
Ergonomic 24/7 Chairs	$ 5,531

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 13, 2014

Administrative Information:

Grant Number:	
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2014-12/31/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 41,036	21,015	6,400	55,651
Account Analyst	69,806	28,807	5,050	93,563
Administrative Assistant	24,120	16,426	4,150	36,396
CD Interim Director	90,088	34,323	3,175	121,236
CD Contract Coordinator	56,729	25,270	8,275	73,724
	$ 281,779	125,841	27,050	380,570

Budget Information:

Grant Appropriation Detail	**Cost**
Salaries	$ 18,200
Benefits	8,850
Travel	1,200
ComDev Household Crisis H/C	75,000
Lutheran Social Services	
Household Crisis Utility Assistance	125,000
Utility Assistance Component	563,516
Admin & Program Services cost	94,670
Total Appropriation	$ 886,436

Regular City Council Meeting **5. 1. 1.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Lubbock Emergency Communication: Consider a resolution authorizing the execution of the Lubbock Emergency Communication District PSAP Grant 2013-2014.

Item Summary

Accept and appropriate $5,531.04 from the Lubbock Emergency Communication District PSAP Grant for the Lubbock Police Communications Center. The reimbursable grant will fund ergonomic chairs for the Communications Center.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Roger Ellis, Cheif of Police

Attachments

Resolution - PSAP Grant

Letter - PSAP Grant

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes execution of the $5,531.04 Grant Agreement for the PSAP Grant for FY 2013-2014 for 9-1-1 services, and any associated documents, by and between the City of Lubbock and the Lubbock Emergency Communication District. Said Grant 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 _____., 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

RES.Grant Agrmt-PSAP Funding 9-1-1 Prog.
2.18.2014

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

8200 Nashville Ave., Suite A200 • Lubbock, TX 79423-1909
806.747.6911 • fax 806.747.5803 • www.lubbock911.org

November 14, 2013

Chief Roger Ellis
Lubbock Police Department
P.O. Box 2000
Lubbock, TX 79457-2000

Dear Chief Ellis:

On Wednesday, November 13, 2013, the LECD Board of Managers considered all PSAP Grant requests for the fiscal year 2013/2014 budget.

After discussion and consideration, the Board of Managers approved a grant for the Lubbock Police Department in the amount of $4,977.94 for 10 chairs. This represents the $5,531.04 that was requested for the items, minus the 10% agency matching.

The grant period is from November 13, 2013, until September 30, 2014. We do request that all purchases and/or project work be completed and the associated documentation be submitted to our office no later than September 15, 2014.

Again, this is a reimbursable grant. Your agency must expend the funds and provide documentation to the District that the items have been purchased and/or work has been completed and all invoices paid. Also the items purchased or work completed must match the grant request.

Congratulations on the approval of your grant. The District is happy to assist our PSAP agencies in providing the best possible 9-1-1 Service to the public we serve.

Sincerely,

Michael H. Grossie, ENP
Executive Director

Cc: Communications Manager Christy Hennsley

City of Lubbock, TX
Department of Finance
Grant Information Form

Grant Title: *PSAP Reimbursable Grant Program FY 2013-14*

Department: *Lubbock Police Communications Center*

Department contact: *Christy Hennsley, Manager*

Phone #: *775-2991* Email: *CHennsley@mylubbock.us*

Granting agency: *Lubbock Emergency Communication District*

Phone #: *747-6911*

Catalog of Federal Domestic Assistance (CFDA) #: *N/A*

Grant Contract # assigned by granting agency: *N/A*

Application deadline: *5:00 P.M., November 1, 2013*

Did funds originate with federal gov't? [ ] Yes [x] No

Grant application package included? [x] Yes [ ] No

Grant application summary provided? [x] Yes [ ] No

Cash match? [x] Yes [ ] No Amount: $ 553.10

Page # from application: *2*

Grant amount (not including match): $ 5,531.04

# of FTE's: *40* # of PTE's: *0*

Grant period: *October 1, 2013 - September 30, 2014*

Cash match account number: *5717.9111*

JDE revenue code:

How does this grant align with City Council priorities? *Emergency Telecommunicators sit for extended periods of time, which can trigger problematic stressors. Comfortable, functioning chairs are a necessity when operating a 24/7 Communications Center.*

How will the grant program's effectiveness be measured? What measures will be used?

Is this a new grant program or an enhancement to an existing program? [ ] New [x] Enhancement

Are there any additional requirements that are associated with receiving the grant? [ ] Yes [x] No
If yes, what are the additional requirements?

Will the City pass grant funds to sub-recipients? [ ] Yes [x] No

Is there construction costs associated with the grant? [ ] Yes [x] No

Can indirect costs be funded in the grant? [ ] Yes [x] No

Does accepting the grant result in the redirection of some operating costs? [x] Yes [ ] No
If yes, how much? $553.10

Approved By:

Christy Hennsley 10-9-13
Grant Program Manager Date

[signature] 10-10-13
Assistant City Manager Date

[signature] 10/10/13
Chief Financial Officer or City Manager Date

Attachments? [x] Yes [ ] No Number of pages: 6

Lubbock Emergency Communication District
PSAP Grant Funding Program FY 2013-2014

In the past, the Lubbock Emergency Communication District has provided funding for technology upgrades and enhancements, training, and workplace environment enhancements to the PSAPs within the District.

The Grant Funding program for FY 2013-2014 is a reimbursable one. The agency accepting the grant must first expend the funds and then provide documentation to the District of the expenditures. Only the purchase of services or products specifically listed in the approved Grant Application will be reimbursed. Written permission must be obtained if services or products listed in the approved Grant Application need to be changed. Arrangements can be made for a timely reimbursement if necessary. Agencies must match a minimum of 10% of the cost of the project. A maximum of $50,000 can be awarded to an individual agency.

The project for which the grant funds are awarded must be completed within the District's fiscal year. The District fiscal year is October 1, 2013 to September 30, 2014. Projects that cannot be completed in that timeframe will not receive grant funds.

Grant funds are to be used for the receipt, tracking, recording or documentation of 9-1-1 calls. The two exceptions are for dispatcher/call-taker training and enhancements to the dispatch environment. The Grant funding program shall not be used to purchase "odds and ends" or for the purchase of radios or radio (dispatch) consoles and the like.

All projects must have a positive impact on the receipt, tracking, recording or documentation of 9-1-1 calls. All projects must show benefit to the citizens, dispatchers and/or first responders.

Funds may be used for: *(not exclusive)*

- Dispatch console furniture.
- Dispatch console task lighting.
- Dispatch Chairs.
- New or upgrades to software designed to assist the dispatcher in locating, recording, tracking and documenting 9-1-1 calls.
- Relocation of 9-1-1 "center" to another location inside or outside of existing facility.
- Training, tuition, and travel expenses above and beyond what is normally provided by the District or agency.
- New or upgrades to software designed to assist the dispatcher in "triaging" of 9-1-1 calls and quality assurance reviews of 9-1-1 calls.

Funds may not be used for: *(not inclusive)*

- Personnel Expenses *(salary, stipend, benefits).*
- Floor, wall or window treatments or coverings.
- Training material not directly related to the receipt of 9-1-1 calls *(motivational training is acceptable).*
- Uniforms or clothing.
- Office Supplies or public education material.

All grants will receive final approval by the Board of Managers. Grants that contain items which, in the opinion of the Board, are outside the scope of the District's mission will not be approved. The Board's decision is final. **Submission Deadline is 5:00 P.M. Friday, November 1, 2013.** Grants will be approved at the November 13, 2013 Board meeting. Electronic copy may be filed but original must arrive by 5:00 P.M. Tuesday, November 12, 2013.

Lubbock Emergency Communication District
PSAP Grant Funding Program FY 2013-2014
This form must be used.

Project Type:	☐ Technology	☐ Training	☒ PSAP Environment

Agency Name	Lubbock Police Communications Center
Contact Person	Christy Hennsley, Manager
Phone Number	(806)775-2991
Email	CHennsley@mylubbock.us
Fax	(806)762-4912
Goal *Exactly what is to be accomplished?*	Our goal is to improve 9-1-1 services to the residents of the City of Lubbock by improving the work environment of the Telecommunicators.
Why *Describe why this project is necessary.*	Ergonomic chairs will provide a pleasing and comfortable environment for the Telecommunicators.
Linkage *How does this project relate to the receipt, tracking, recording, and documentation of 9-1-1 calls?*	Emergency Telecommunicators sit for extended period of time, which can trigger problematic stressors. Comfortable functioning chairs are a necessity when operating a 24/7 Communications Center.
Outcome *How will this undertaking provide better 9-1-1 call handling and services for the citizens, dispatchers, and/or first responders?*	Stress will be reduced and customer service will be enhanced.
Timeline *Describe what will happen during each month of the project; short projects may be broken down by weeks.*	Proposed start date: October 1, 2013 Proposed completion date: January 1, 2014
Budget *Provide a detailed budget with narrative that describes the budget items. Include alternate budget(s) if funding less than the amount of the request could be provided. If request is for training funds, include statement regarding available funds budgeted by agency for personnel costs, including the personnel costs of replacement or "fill in" employees. If training funds request, please include where the classes are located for FY 2013-2014, if training material, please include in your narrative how you will document the use of material.*	
Other Funding *Please describe other sources of funding that are available or have been requested for this project.*	N/A

Capabilities and competencies *Please describe the capabilities and competencies of the people with oversight on this project.*	Ability to manage and organize this project from beginning to end.
Matching Funds *Please include documentation that the required matching funds are available for this project.*	If approved, we anticipate paying our matching funds from line items in the approved 2013-2014 budget.
Maintenance *Describe how this project will be maintained once implemented; software/hardware support, similar.*	Ergonomic chairs will be cleaned periodically and parts replaced as needed.

X _____

Signature of person preparing Grant Request

Date: 10-9-13

X _____

Signature of Agency/Department Head

Date: 10-9-13

Received by LECD: _____

BAKER OFFICE PRODUCTS

1301-13th Street 79401
PO Box 1920
Lubbock, TX 79408

Quotation

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
2363	10/09/13		000047	BRITTNEY PASSONS	

QUOTE TO:
CITY OF LUBBOCK
13TH & AVE Q
PO BOX 2000
Lubbock, TX 79408

P: 1.806.762.6411

SHIP TO:
CITY OF LUBBOCK
13TH & AVE Q
PO BOX 2000
Lubbock, TX 79408

P: 1.806.762.6411

Terms: Due Upon Receipt

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		COL PRICING AGREEMENT STEELCASE 44% OFF LIST HON 54% OFF LIST VIA (NON-SPECIFIC) 40.8% OFF LIST		
1	2	4821418 STEELCASE Amia; Chair, Upholstered, 3D knit back, Arms BACK :5064 LICORICE PLASTIC :6205 BLACK UPHLSTRY:5553 VOLCANO OPTIONS * * OPTIONS * * ARMS *OPT:ARM OPTIONS HGT ADJ HEIGHT ADJUSTABLE ARMS SEAT HGT *OPT:BASE ASSY HEIGHT RANGE 5" RANGE STD:5" PNEU SEAT HEIGHT RANGE BASE OPT *OPT:BASE OPTION PLASTIC STD:PLASTIC BASE CASTERS CASTERS HARD CST STD:HARD CASTERS	537.60 960.00 44.00%	1,075.20
2	2	4821418S STEELCASE Amia; Chair, 3D knit back, Arms, Sewn BACK :5064 LICORICE PLASTIC :6205 BLACK UPHLSTRY:5624 ECLIPSE OPTIONS * * OPTIONS * * ARMS *OPT:ARM OPTIONS HGT ADJ HEIGHT ADJUSTABLE ARMS	558.88 998.00 44.00%	1,117.76

ACCEPTED BY _____ DATE _____

BAKER OFFICE PRODUCTS

1301-13th Street 79401
PO Box 1920
Lubbock, TX 79408

Quotation

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
2363	10/09/13		000047	BRITTNEY PASSONS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		SEAT HGT *OPT:BASE ASSY HEIGHT RANGE 5" RANGE STD:5" PNEU SEAT HEIGHT RANGE BASE OPT *OPT:BASE OPTION PLASTIC STD:PLASTIC BASE CASTERS CASTERS HARD CST STD:HARD CASTERS		
3	2	4821418S STEELCASE Amia; Chair, 3D knit back, Arms, Sewn BACK :5064 LICORICE PLASTIC :6205 BLACK UPHLSTRY:BR01 BLACK ONYX OPTIONS * * OPTIONS * * ARMS *OPT:ARM OPTIONS HGT ADJ HEIGHT ADJUSTABLE ARMS SEAT HGT *OPT:BASE ASSY HEIGHT RANGE 5" RANGE STD:5" PNEU SEAT HEIGHT RANGE BASE OPT *OPT:BASE OPTION PLASTIC STD:PLASTIC BASE CASTERS CASTERS HARD CST STD:HARD CASTERS	580.16 1,036.00 44.00%	1,160.32
4	1	H3528 HON Pyramid 3500 Series Mid-back Pneu Swivel Tilt Select Caster Option .H CASTER: Hard (Standard) Select Upholstery $(3) GRADE: III UPHOLSTERY .CU UPH: Centurion 10 COLOR: Black Select Paint Color .T COLOR: BLACK	477.94 1,039.00 54.00%	477.94
5	1	H3528 HON Pyramid 3500 Series Mid-back Pneu Swivel Tilt Select Caster Option .H CASTER: Hard (Standard) Select Upholstery $(3) GRADE: III UPHOLSTERY .UR UPH: Contourett 10 COLOR: Black Select Paint Color .T COLOR: BLACK	477.94 1,039.00 54.00%	477.94

ACCEPTED BY _____ DATE _____

BAKER OFFICE PRODUCTS

1301-13th Street 79401
PO Box 1920
Lubbock, TX 79408

Quotation

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
2363	10/09/13		000047	BRITTNEY PASSONS	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	2	1503-24C-40A5 BAKER VIA BRISBANE SERIES 24/7 MID-BACK, MEDIUM SEAT, FIVE POSITION POSTURE BACK CONTROL WITH SEAT SLIDER, TASK ARMS IN BLACK, GRADE 1 HUE FABRIC OR GRADE 1 CANTER POLYURETHANE UPHOLSTERY	610.94 1,032.00 40.80%	1,221.88

QUOTATION TOTALS

Sub Total	5,531.04
TXNT	0.00
Grand Total	5,531.04

*******End of Quotation*******

ACCEPTED BY _____ DATE _____

City of Lubbock, TX
Department of Finance
Grant Information Form

Grant Title: *PSAP Reimbursable Grant Program FY 2013-14*

Department: *Lubbock Police Communications Center*

Department contact: *Christy Hennsley, Manager*

Phone #: *775-2991* Email: *CHennsley@mylubbock.us*

Granting agency: *Lubbock Emergency Communication District*

Phone #: *747-6911*

Catalog of Federal Domestic Assistance (CFDA) #: *N/A*

Grant Contract # assigned by granting agency: *N/A*

Application deadline: *5:00 P.M., November 1, 2013*

Did funds originate with federal gov't? [ ] Yes [x] No

Grant application package included? [x] Yes [ ] No

Grant application summary provided? [x] Yes [ ] No

Cash match? [x] Yes [ ] No Amount: $ 553.10

Page # from application: *2*

Grant amount (not including match): $ 5,531.04

# of FTE's: *40* # of PTE's: *0*

Grant period: *October 1, 2013 - September 30, 2014*

Cash match account number: *5717.9111*

JDE revenue code:

How does this grant align with City Council priorities? *Emergency Telecommunicators sit for extended periods of time, which can trigger problematic stressors. Comfortable, functioning chairs are a necessity when operating a 24/7 Communications Center.*

How will the grant program's effectiveness be measured? What measures will be used?

Is this a new grant program or an enhancement to an existing program? [ ] New [x] Enhancement

Are there any additional requirements that are associated with receiving the grant? [ ] Yes [x] No
If yes, what are the additional requirements?

Will the City pass grant funds to sub-recipients? [ ] Yes [x] No

Is there construction costs associated with the grant? [ ] Yes [x] No

Can indirect costs be funded in the grant? [ ] Yes [x] No

Does accepting the grant result in the redirection of some operating costs? [x] Yes [ ] No
If yes, how much? $553.10

Approved By: Christy Hennsley 10-9-13

Grant Program Manager Date

Assistant City Manager Date

Chief Financial Officer or City Manager Date

Attachments? [x] Yes [ ] No Number of pages: 6

Regular City Council Meeting **5. 1. 2.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 11778 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund utility assistance programs to low-income families and individuals.

Item Summary

This resolution is a renewal of a grant that funds utility assistance to low-income persons and to install portable air conditioning or heating and for the repair of existing heating or cooling units. Components of the program consist of Utility Assistance and Household Crisis. The source for this contract is a pass through grant from TDHCA, in the amount of $886,436.

The agreement is an electronic signature contract. The period for performance of this contract is January 1, 2014, through December 31, 2014.

Fiscal Impact

The funds used are State funds from the CEAP. The maximum to be allocated to this grant is $886,436.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Contract - CEAP

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 Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program, and all 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Res.CDBG-TexDept of Housing-Comprehensive Energy Assist Prog.14
1.27.14

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **58140001789** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract No. **58140001789** (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and **City of Lubbock**, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2014**, and, unless earlier terminated, shall end on **December 31, 2014** (herein the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist Low-Income Households as defined in the State Rules with priority being given in no particular order to Elderly Persons as defined in the State Rules, Persons with Disabilities as defined in the State Rules, Households with a young child 5 years of age or under, Households with High Energy Burden as defined in the State Rules and Households with High Energy Consumption as defined in the State Rules. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, , and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Program Services as defined in the State Rules, incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient, in the amount specified in Exhibit B, Budget, of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;

2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;

3. is not incurred during the Contract Term;

4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or

5. is incurred for the purchase or permanent improvement of real property.

E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$886,436.00.**

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 TAC §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.

D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and Program Services costs incurred during the Contract Term.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

A. Pursuant to §5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.

B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.

C. Administrative and Program Services funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administrative and Program Services funds for direct service categories; however, Subrecipient is still required to perform Program Services.

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination;

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures for denial or termination of services (if applicable);

(9) Any documentation required by directives;

(10) Priority rating form; and

(11) Case notes sufficient to document that Program Service activity has occurred.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**

B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.

E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_.25 and OMB Circular A-102, Attachment, 2e.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor. Subrecipient agrees to indemnify Department against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

SECTION 16. PROCUREMENT STANDARDS

A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 17. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.

B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.

3. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.

4. The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient shall comply with Subchapter A of the State Rules.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of $25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of $100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

2. Exhibit B, Budget

3. Exhibit C, PRWORA Requirements for the Comprehensive Energy Assistance Program

SECTION 38. SPECIAL CONDITIONS

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas.

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512)- 475-2125
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Glen Robertson, Mayor
Telephone: (806) 775-2301 Fax: (806) 775-3917

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **1/1/2014**

City of Lubbock
a political subdivision of the State of Texas

By:
Title:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. **58140001789** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

City of Lubbock,
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. **58140001789** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT B
BUDGET

City of Lubbock,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 886,436.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 55,327.00	-
Direct Services	$ 829,909.00	-
TOTAL CEAP BUDGET	$ 885,236.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 381,758.00	46.00
Utility Assistance	$ 381,758.00	46.00
Program Services	$ 66,393.00	8.00
TOTAL DIRECT SERVICES	$ 829,909.00	100.00

Subrecipient's service area consists of the following Texas counties:

LUBBOCK

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. **58140001789** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT C
PRWORA REQUIREMENTS

City of Lubbock,
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) SYSTEM

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), http://www.uscis.gov/save/what-save/save-webinars, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dffd79029310VgnVCM100000082ca60aRCRD&vgnextchannel=0d37dffd79029310VgnVCM100000082ca60aRCRD

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Sharon D. Gamble
Manager, Planning, Training and Technical Assistance
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: sharon.gamble@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

Regular City Council Meeting **5. 2.**

Meeting Date: 02/27/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0020 Amendment 11 amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.

Item Summary

On February 13, 2014, the City Council approved the first reading of the ordinance.

I. Amend classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying five Detention Officer positions in Police Administration to Public Safety Dispatcher I positions in the Communications Center.

II. Amend classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Detention Officer position in Police Administration to a Property Room Attendant position in Police Administration.

III. Amend classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Records Data Entry position in Police Records to a Public Safety Dispatcher I position in the Communications Center.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 11

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND CLASSIFICATIONS AND POSITIONS WITHIN THE POLICE DEPARTMENT; 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 2013-14 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 2013-14 (Budget Amendment #11) for municipal purposes, as follows:

I. Amend position classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying five Detention Officer positions in Police Administration to Public Safety Dispatcher I positions in the Communications Center.

II. Amend position classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Detention Officer position in Police Administration to a Property Room Attendant position in Police Administration.

III. Amend position classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Records Data Entry position in Police Records to a Public Safety Dispatcher I position in the Communications Center.

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

ccdocs/BudgetFY1314.Amend11.ord
February 5, 2014

Regular City Council Meeting **5. 3.**

Meeting Date: 02/27/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 12 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate an additional $20,559 from the DSHS for the RLSS/LPHS grant, for a total appropriation of $108,204.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 12

Grant Detail Sheet - Health RLSS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT; 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 2013-14 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 2013-14 (Budget Amendment #12) for municipal purposes, as follows:

I. Accept and appropriate an additional $20,559 from the DSHS for the RLSS/LPHS grant, for a total appropriation of $108,204.

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

ccdocs/BudgetFY1314.Amend12.ord
February 19, 2014

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
February 27, 2014

Administrative Information:

City Assigned Grant Number:	81099
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	09/01/2013-08/31/2014
Grant Provider/Agency:	Texas Department of State Health Services
Original Appropriation Date:	9/26/2013
Original Appropriation-Budget Ordinance:	2013-O0090
Original Grant Acceptance-Resolution:	2013-R0300

Personnel Information:

No. of full-time positions funded w/ grant: 2

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 72,964	30,814	103,778	-
Registered Nurse	56,317	25,297	4,426	77,188
Total	$ 129,281	56,111	108,204	77,188

Budget Information:

Grant Amendment Detail	9/26/13 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 65,508	11,352	$ 76,860
Benefits	22,137	9,207	31,344
Total Amendment	$ 87,645	20,559	$ 108,204

Regular City Council Meeting **5. 4.**

Meeting Date: 02/27/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 13 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.

Item Summary

Amend Capital Improvement Project 90141, South Lubbock Storm Water Project, by decreasing the funding by $50,000, from $54,305,000 to $54,255,000, and establish Capital Improvement Project 92356, Storm Sewer Pipeline Easement, and appropriate $50,000 for the purpose of acquiring a storm sewer easement for a 96-inch storm sewer pipeline that was constructed in 1940 as part of the South Storm Sewer System. The pipeline was constructed with permission on railroad property. An easement was not acquired at the time of construction, but due to a change in ownership of the property to a private landowner, an easement is required to identify the location of the existing storm sewer pipeline.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 13

BA13 CIP Budget Amendment Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 90141, SOUTH LUBBOCK STORM PROJECT, AND ESTABLISH AND APPROPRIATE FUNDING FOR CIP 92356, STORM SEWER PIPELINE EASEMENT; 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 2013-14 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 2013-14 (Budget Amendment #13) for municipal purposes, as follows:

I. Amend Capital Improvement Project 90141, South Lubbock Storm Water Project, by decreasing the funding by $50,000, from $54,305,000 to $54,255,000, and establish Capital Improvement Project 92356, Storm Sewer Pipeline Easement, and appropriate $50,000 for the purpose of acquiring a storm sewer easement for a 96-inch storm sewer pipeline that was constructed in 1940 as part of the South Storm Sewer System.

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

ccdocs/BudgetFY1314.Amend13.ord
February 19, 2014

Capital Project
Project Cost Detail
Budget Amendments
February 27, 2014

Capital Project Number:	90141
Capital Project Name:	South Lubbock Storm Water Project
Capital Project Number:	92356
Capital Project Name:	Storm Sewer Pipeline Easement

	90141	92356	Total
Current Appropriation Amount	$ 54,305,000	-	$ 54,305,000
Proposed Amendment	(50,000)	50,000	-
Total Proposed Appropriation	$ 54,255,000	50,000	$ 54,305,000

Regular City Council Meeting **5. 5.**

Meeting Date: 02/27/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 14 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street – Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 91220, Major Repairs at Fire Stations, by increasing the funding by $250,000, from $2,345,009 to $2,595,009, for the renovation of Fire Station No. 11 located at Lubbock Preston Smith International Airport. The funding source is General Fund fund balance.

II. Amend Capital Improvement Project 92322, Erskine Street – Indiana Avenue to Quaker Avenue, by increasing the funding by $600,000, from $200,000 to $800,000. The funding source is Texas Department of Transportation. The design for this project is funded 20 percent local and 80 percent Texas Department of Transportation funding.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 14

91220 Amendment Detail

92322 Amendment Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 91220, MAJOR REPAIRS AT FIRE STATIONS, AND CIP 92322, ERSKINE STREET – INDIANA AVENUE TO QUAKER AVENUE; 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 2013-14 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 2013-14 (Budget Amendment #14) for municipal purposes, as follows:

I. Amend Capital Improvement Project 91220, Major Repairs at Fire Stations, by increasing the funding by $250,000, from $2,345,009 to $2,595,009, for the renovation of Fire Station No. 11 located at Lubbock Preston Smith International Airport.

II. Amend Capital Improvement Project 92322, Erskine Street – Indiana Avenue to Quaker Avenue, by increasing the funding by $600,000, from $200,000 to $800,000.

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

ccdocs/BudgetFY1314.Amend14.ord
February 19, 2014

Capital Project
Project Cost Detail
Budget Amendments
February 27, 2014

Capital Project Number:	91220
Capital Project Name:	Major Repairs at Fire Stations

Current Project Appropriation Amount	$ 2,345,009
Proposed Amendment	250,000
Total Proposed Appropriation	$ 2,595,009

Capital Project
Project Cost Detail
Budget Amendments
February 27, 2014

Capital Project Number:	92322
Capital Project Name:	Erskine Street - Indiana Ave. to Quaker Ave.

Current Project Appropriation Amount	$	200,000
Proposed Amendment		600,000
Total Proposed Appropriation	$	800,000

Regular City Council Meeting **5. 6.**

Meeting Date: 02/27/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 15 amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the FY 2013-14 Master Lease by decreasing the Approved Master Lease for the Water Fund by $638,000. This will decrease the Total Approved Master Lease from $12,363,577 to $11,725,577. The remaining equipment to be purchased for the Water Fund will be purchased utilizing cash instead of master leasing the items.

II. Amend the FY 2013-14 Water Operating Budget by increasing the appropriation for Capital Outlay by $692,000, from $493,133 to $1,185,133, and increase the utilization of net assets by $692,000, from $0.00 to $692,000.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 15

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE BUDGET IN THE WATER OPERATING FUND BY INCREASING EXPENSES FOR EQUIPMENT PURCHASE; INCREASE THE UTILIZATION OF NET ASSETS; AND RESPECTING THE FY 2013-14 MASTER LEASE; 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 2013-14 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 2013-14 (Budget Amendment #15) for municipal purposes, as follows:

I. Amend the FY 2013-14 Master Lease by decreasing the Approved Master Lease for the Water Fund by $638,000. This will decrease the Total Approved Master Lease from $12,363,577 to $11,725,577. The remaining equipment to be purchased for the Water Fund will be purchased utilizing cash instead of master leasing the items.

II. Amend the FY 2013-14 Water Operating Budget by increasing the appropriation for Capital Outlay by $692,000, from $493,133 to $1,185,133, and increase the utilization of net assets by $692,000, from $0.00 to $692,000.

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

ccdocs/BudgetFY1314.Amend15.ord
February 19, 2014

Regular City Council Meeting **5. 7.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11504 with Kimley-Horn and Associates, Inc. for the design and engineering of Erskine Street from Quaker Avenue/Texas Tech Parkway to Indiana Avenue, RFQ 13-11504-TF.

Item Summary

This project will include professional services related to the detailed design, plans, specifications, and estimates of Erskine Street from Quaker Avenue to Indiana Avenue. The project includes the design of a T-1 Thoroughfare in compliance with the 2007 City of Lubbock Thoroughfare Plan. The roadway will be a 5-lane section with curb and gutter.

An Advanced Funding Agreement with Texas Department of Transportation (TxDOT) was approved by the City Council on June 13, 2013 for Federal participation in the design and environmental for Erskine Street. The TxDOT estimate for this project is $750,000 of which the City of Lubbock has funded 20%.

A Request for Qualifications was generated and six engineering firms submitted Statements of Qualifications. The City Engineer appointed a selection committee including a TxDOT representative and the committee ranked the firms as follows with 400 being a perfect score:

Company	Points
Kimley-Horn and Associates, Inc. of Lubbock, TX	375
Parkhill, Smith and Cooper, Inc. of Lubbock, TX	352
AMD Engineering, LLC of Childress, TX	349
CP&Y, Inc. of Dallas, TX	349
R2M Engineering, LLC of Lubbock, TX	302
Cumulus Design of Grand Prairie, TX	159

An evaluation committee independently reviewed the qualifications based on the following criteria: Project Team Organization and Qualifications (30%), Experience on Similar Projects (30%), Project Approach (30%), Overall Responsiveness to the RFQ (10%).

The Selection Committee reviewed all the proposals. Four firms were selected for interviews based on their highest scores during the initial evaluation. Upon completion of the interviews the Committee unanimously recommends Kimley-Horn and Associates, Inc. as the most qualified firm. Kimley-Horn and Associates, Inc. were the most qualified for the design of this project based on qualifications and understanding of the work to be done including the drainage and utility issues to be resolved with this project.

Staff has successfully negotiated a contract with Kimley-Horn and Associates, Inc. for a not to exceed total contract

amount of $669,800. The number of hours tasked to perform each item has been reviewed by Staff and is within the professional engineering scope necessary to complete this project. The proposed time line for completion of this project is 18 months from the date of City Council approval of the Agreement.

Fiscal Impact

The contract will be funded 80 percent TxDOT and 20 percent local. The City's portion has already been submitted to TxDOT.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution - Kimley Horn

Contract - Erskine Quaker to Indiana

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, an Agreement for Engineering Services (design phase and environmental services), by and between the City of Lubbock and Kimley-Horn and Associates, 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Kimley Horn
2.12.14

Erskine Street Reconstruction – Texas Tech Parkway/Quaker Avenue to Indiana Avenue

Design and Bidding Phase Services

Professional Services Agreement

Kimley-Horn and Associates, Inc. ("KHA" or "the Consultant") and the City of Lubbock ("the Client") herein enter into this Professional Services Agreement for providing Environmental Documentation, Design and Bidding Phase Services for the Erskine Street Reconstruction – Texas Tech Parkway/Quaker Avenue to Indiana Avenue. The general project description, scope of services, schedule, and fee set forth are below.

General Project Description (the "Project")

The Project includes the reconstruction of Erskine Street from Texas Tech Parkway/Quaker Avenue to Indiana Avenue, a distance of one-mile. The street will be widened from the existing 2-lane roadway to a 5-lane undivided concrete roadway. The Project will include field survey, geotechnical investigation, subsurface utility engineering (SUE), easement document preparation as needed, schematic, environmental documentation, and public involvement. The Project will also include plans, specifications and estimates (PS&E) that consist of roadway design, hydrology and hydraulic design for roadway and channels, water line adjustment, traffic control planning, continuous roadway illumination, erosion control, signing and pavement markings, specifications, estimates, and bidding phase services. The Consultant will provide coordination with franchise utility companies, the Texas Department of Transportation (TxDOT), Texas Tech University (TTU), Citibus, and adjacent property owners. The environmental documentation and schematic design will be developed according to standards established by TxDOT and the Federal Highway Administration (FHWA) to meet eligibility requirements for state and federal funding. The PS&E will be designed in accordance with City of Lubbock and TxDOT design and construction standards, with anticipated letting and construction by TxDOT.

Scope of Services

KHA, or its subconsultants, shall perform all activities (the "Services") and within the time frames as described in "Attachment A" Scope of Services and/or as otherwise provided herein.

(See attached Scope of Services (herein so called) – Attachment A, incorporated herein for all purposes)

Information Provided By Client

KHA shall be entitled to reasonably rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all available non-confidential information in the possession of the Client requested by KHA during the Project.

Schedule

The Client anticipates the Environmental Documentation, Design and Bidding phases to last eighteen (18) months. KHA will provide the Services as expeditiously as practicable during the Design phase of the project.

Fee and Billing

KHA will provide the tasks identified in the Scope of Services (Attachment A) on a **labor fee plus expense basis, not to exceed the sum of $669,800.00**, which includes all reimbursable expenses. The

budgeted amount will not be exceeded without the client's prior written approval and amendment of this Agreement. The reimbursable fee breakdowns in the work plan are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. KHA reserves the right to reallocate the reimbursable budget among tasks as determined necessary by KHA. Labor fees will be billed according to the attached rate schedule, which is applicable for up to two years (24 months) after the date of execution of this Agreement. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee (7%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred.

Closure

In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions and other attachments made a part of this Agreement, which are incorporated herein by reference for all purposes.

KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. For this project we intend to submit invoices via email in PDF format and by paper copy.

{Remainder of page intentionally left blank}

Incorporation

Attachments A, A-1, B and C are in hereby expressly incorporated in this Agreement for all purposes.

Executed and effective this _____ day of January, 2014.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
G. Brad Tribble, P.E.
Title: Senior Vice President

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Attachments – Standard Provisions
Attachment A-1 – Additional Terms
Attachment A – Scope of Services
Attachment B – Current Hourly Rate Schedule
Attachment C – Workplan Budgets

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant by amendment to this Agreement, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services in accordance with the Fee and Billing section of this Agreement.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions, so long as such decisions do not increase the expenditures of funds hereunder or otherwise alter the terms of this Agreement.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
(c) Provide to the Consultant all previous non-confidential studies, plans, or other documents pertaining to the project in its actual possession, so long as Client shall be allowed to rely on such material, as such material shall relate to the Project, and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, upon all of which the Consultant may rely if such reliance shall be reasonable.
(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant, so long as such decisions do not increase the expenditures of funds hereunder or otherwise alter the terms of this Agreement.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
(g) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
(h) Bear all costs incident to the responsibilities of the Client, unless provided otherwise herein.

(2A) The City Council of Client herein delegates the authority to act as the Client's representative under this Agreement to the City Engineer of Client, or his/her designee.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred, if allowed by this Agreement. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts at the rate as provided by the Texas Government Code. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) The Client agrees that the payment to the Consultant is not subject to any contingency or condition, except as provided in this Agreement. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance as set forth in Attachment A-1.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF DAMAGES.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) [Intentionally omitted]

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) [Intentionally omitted]
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
(d) The Consultant is not responsible for the design of the design professional and does not assume the role or duties of the construction documents' Engineer of Record, including but not limited to performing quality control, design review, or peer review of the construction contract documents. The Consultant's services will be limited to the role of Resident Project Representative and the Engineer of Record for any changes to the construction contract documents during the construction phase.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is performable in Lubbock County, Texas and is to be governed by the law of the State of Texas. Venue for any action under or related to this Agreement shall exclusively lie in courts of competent jurisdiction in Lubbock County, Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT A-1

ADDITIONAL TERMS

1. **Independent Contractor.** It is understood and agreed that Consultant 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 is exercised by a professional Consultant under similar circumstances and Consultant hereby warrants to the Client that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the Client 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.

2. **Events of Default/Remedies**

a. Client's Defaults/Consultant's Remedies. In the event the Client shall default in the performance of any term or provision of this Agreement for any reason other than failure by Consultant to perform hereunder, Consultant may, if said default shall be continuing after five (5) days notice of such default is deemed received by the Client, exercise any right or remedy available to it by law, contract, equity or otherwise.

b. Consultant's Defaults/Client's Remedies. In the event Consultant shall default in the performance of any term or provision of this Agreement for any reason other than failure by the Client to perform hereunder, the Client may, if said default shall be continuing after five (5) days notice of such default is deemed received by Consultant, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

3. **Insurance/Indemnity**

Consultant 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 Client, 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 where obtainable, the indemnity obligations set forth herein.

Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage 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:	
Combined Single Limit:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$500,000 Per Occurrence

The Client shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Consultant shall provide a Certificate of Insurance to the Client 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.

Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

For all matters related to its professional services, Consultant shall indemnify and hold Client and Client's elected officials, officers, agents, and employees 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, to the extent arising out of negligent acts, errors, and omissions of Consultant, its agents, servants, or employees. For all other matters, Consultant shall indemnify and hold Client and Client'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 or arising from Consultant's use or occupation of Client owned lands, and/or any matter related to Consultant's activities, performances, operations or omissions under this Agreement, except as may otherwise be limited by this Agreement. The indemnity provided herein shall survive the expiration or termination of this Agreement.

4. **Compliance with Law.** Consultant shall comply with all applicable 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.

5. **Notice.** 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 Client: Wood Franklin, P.E., City Engineer
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3074

w/ copy to:	Keith Smith, P.E., Chief Operating Officer P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3074
For Consultant:	G. Brad Tribble, P.E., Senior Vice President Kimley-Horn and Associates, Inc. 2201 W. Royal Lane, Suite 275 Irving, TX 75063-3206 Facsimile: (214) 420-5680

6. **No Joint Enterprise.** Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the Client.

7. **Authority.** Consultant represents and warrants to Client that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Consultant hereto.

8. **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.

Project Understanding
The Project involves the reconstruction of Erskine Street between Quaker Avenue/Texas Tech Parkway and Indiana Avenue. The roadway will be widened from the existing 2 lanes to 5 lanes, for a distance of approximately one-mile.

The Project will include field survey, geotechnical investigation, subsurface utility engineering (SUE), easement document preparation as needed, schematic, environmental documentation, and public involvement. The Project will also include plans, specifications and estimates (PS&E) that consist of roadway design, hydrology and hydraulic design for roadway and channels, water line adjustment, traffic control planning, continuous roadway illumination, erosion control, signing and pavement markings, specifications, estimates, and bidding phase services. The Consultant will provide coordination with franchise utility companies, the Texas Department of Transportation (TxDOT), Texas Tech University (TTU), Citibus, and adjacent property owners. The environmental documentation and schematic design will be developed according to standards established by TxDOT and the Federal Highway Administration (FHWA) to meet eligibility requirements for state and federal funding. The PS&E will be designed in accordance with City of Lubbock and TxDOT design and construction standards, with anticipated letting and construction by TxDOT.

1. Environmental Documentation

1.1 Anticipated Document Type and General Scope Requirements
Since the project scope anticipates the acquisition of less than five (5) acres of ROW per mile of roadway and no commercial or residential displacements, this scope of services is based upon the intended goal of pursuing and receiving an **Environmental Assessment** developed to TxDOT/FHWA standards. For this project, the Consultant shall:

1.1.1 Provide services in accordance with the State's latest practices, criteria, specifications, policies, procedures and Standards of Uniformity (SOU). Documents shall be sufficient to satisfy the current SOUs available from the State as of the Notice to Proceed date of this contract. Any TxDOT/FHWA modifications to the SOU's subsequent to the Notice to Proceed may require a request for Additional Services to address the new SOU's.

1.1.2 Incorporate environmental data into identification of alternatives.

1.1.3 Notify the City and State of its schedule, in advance, for field activities.

1.1.4 When specified, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking right of entry shall not be distributed without prior approval of the City. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.

1.1.5 Notify the City and State as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accord with 40 Code of Federal Regulations (CFR) 1500-1508). Inform the City and the State of the basis for concluding that there are significant impacts and the basis for concluding that the impacts may require mitigation.

1.1.6 Notify the City and the State as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the Transportation Activity's status from an environmental assessment, and the State will reassess the appropriate level of documentation.

1.2 Environmental Documentation Requirements

1.2.1 Each environmental service provided by the Consultant shall have a deliverable. Deliverables shall summarize the methods used for the environmental services, and shall summarize the results achieved. The summary of results shall be sufficiently detailed to

provide satisfactory basis for thorough review by the City, State, FHWA, and (where applicable) agencies with regulatory oversight. Deliverables shall meet regulatory requirements for legal sufficiency.

1.2.2 Quality Assurance/Quality Control Review - For each deliverable, the Consultant shall perform quality assurance/quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current SOUs published by the State's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed;
- Current state and federal laws, regulations, policies, guidance, and agreements between the State and other state or federal agencies; and FHWA/American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO/American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for readability, and use of evidence and data in documents to support conclusions.
- Upon request by the City or the State, the Consultant shall provide documentation that the QA/QC reviews were performed by qualified staff.

1.2.3 Deliverables shall contain data acquired during the environmental service. Deliverables shall be written to be understood by the public and must be in accordance with the State's On-Line *Environmental Manual* (August 2004), current Standards of Uniformity (SOU), current guidelines, policies and procedures.

1.2.4 Electronic versions of each deliverable must be written in software which is compatible to the State and must be provided in a changeable format for future use by the State. The Consultant shall supplement hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Consultant shall deliver the electronic files on CD-R or CD-RW media in Microsoft Windows format.

1.2.5 Submission of Deliverables:

- Deliverables shall consist of reports of environmental services performed in addition to an Environmental Assessment (EA) document, when applicable.
- The deliverables shall go through an internal quality review before being sent to the City and the State.
- Deliverables must comply with applicable state and federal environmental laws, regulations and procedures.

1.2.6 The Consultant will address review comments provided by the City, State, FHWA, and other agencies, and shall revise the deliverable:

- to include any State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, Section 4(f)) required for the Transportation Activity as specified by the State;
- to incorporate the results of public involvement and agency coordination;
- to reflect mitigation measures resulting from comments received or changes in the Transportation Activity;
- include with the revised document a comment response form (matrix) in the format provided by the State.

1.3 Technical Reports:

1.3.1 Definition of technical report for environmental services: a report detailing resource-specific studies identified during the process of gathering data to prepare an environmental document.

1.3.2 Technical reports shall be produced before an environmental document (EA) is prepared in order to identify issues early in the process. The State will determine which reports will be necessary for any given project. Technical reports must be provided to the State with

sufficient detail and clarity to support environmental determination(s). The environmental document shall reference the technical reports.

1.3.3 Environmental technical reports shall include appropriate National Environmental Policy Act (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. Technical reports are listed below:

- Water/Biology Tech Memo
  - Water Quality
  - Wetlands (USACE permitting not included in scope)
  - Endangered Species (presence/absence surveys not included in scope)
  - Vegetation and Habitat Survey
  - Jurisdictional Waters Determination
- Cultural Resources Project Coordination Requests
  - Historic (historic resources survey not included in scope)
  - Archeology (archeological survey not included in scope)
- Human Environment
  - Air Quality (assumption that no modeling is required)
  - Noise
  - Socioeconomics/Relocations if needed
  - Public Involvement—prepare environmental constraints map for and attend public meeting and public hearing; prepare public involvement summary and response draft document
- Other
  - Hazardous Materials Impact Studies—initial site assessment

1.3.4 Deliverables:

- Draft Technical Reports
- Final Technical Reports

1.4 Public Involvement

1.4.1 A Public Involvement Plan will be developed and submitted to the City for review and approval. The Public Involvement Plan will meet state and federal requirements.

1.4.2 Public Meeting

- Schedule and attend one (1) meeting with the City and State for the purpose of planning and scheduling a Public Meeting.
- Consultant will coordinate and reserve the meeting location which will be held at a public facility within close proximity to the project site, preferably a local school.
- Consultant will prepare an official meeting notice according to state and federal requirements. Once the notice is approved by the State, the City of Lubbock will be responsible for publishing the notice in the "Legal Notices" section of the "Lubbock Avalanche Journal" and the "West Texas Hispanic News" twice prior to the meeting (30-days and 10-days prior to the meeting).
- Consultant will coordinate and prepare a mailing list for the Public Meeting. Mailing list will include City and State staff members, elected officials, TTU staff members, LISD, Citibus, and the public. The public mailing list will be developed using the City of Lubbock's GIS database.
- Consultant will print and mail notices to addresses within the project area at least two weeks prior to the public meeting.
- Consultant will prepare and display meeting exhibits, sign-in sheets, handouts, and a Power Point presentation. Displays, handouts, and the PowerPoint presentation will be provided to City and State prior to meeting for review and comment.
- Consultant will make a technical presentation and will assist the City in facilitating the Question and Answer segment of the public meeting.

- Consultant will take notes of questions and comments made by the public for use in documenting the meeting, and for use in addressing public concerns. A verbatim transcript will not be taken of the public meeting.
- Consultant will prepare a Public Meeting Summary Report and submit this report to TxDOT for review and approval.

1.4.3 Public Hearing

- Consultant will coordinate with City and State in determining whether to afford the opportunity for a Public Hearing, or to proceed directly to a Public Hearing.
- Schedule and attend one (1) meeting with the City and State for the purpose of planning and scheduling a Public Hearing.
- Consultant will coordinate and reserve the Hearing location which will be held at a public facility within close proximity to the project site, preferably a local school.
- Consultant will prepare an official hearing notice according to state and federal requirements. Once the notice is approved by the State, the City of Lubbock will be responsible for publishing the notice in the "Legal Notices" section of the "Lubbock Avalanche Journal" and the "West Texas Hispanic News" twice prior to the meeting (30-days and 10-days prior to the meeting).
- Using the mailing list developed for use during the Public Meeting, the Consultant will update the list and mail notices to announce the Public Hearing.
- Consultant will print and mail notices to addresses within the project area at least two weeks prior to the Public Hearing.
- Consultant will develop and display Public Hearing exhibits, and will provide sign in sheets, handouts, and a Power Point presentation. Displays, handouts, and PowerPoint presentation will be provided to City and State prior to meeting for review and comment.
- Consultant will make a technical presentation at the Public Hearing and will assist the City and State in facilitating the public comment period.
- Consultant will coordinate the Court Reporter to attend and take a verbatim transcript of the Public Hearing.
- Public Hearing will be documented and public comments addressed in the environmental documentation.
- Consultant will prepare a Public Hearing Summary Report and submit this report to TxDOT for review and approval.

1.5 Environmental Assessment (EA) Content and Format.

1.5.1 The EA shall meet the requirements of 23 CFR 771.117, and Texas Administrative Code (TAC), Title 43, Part 1, Chapter 2. The EA content shall be in sufficient detail to meet regulatory requirements for legal sufficiency.

1.5.2 The format shall follow the format specified in the SOUs.

1.5.3 The EA shall be a concise document and shall incorporate by reference the detailed environmental studies.

1.5.4 Exhibits to be included in reports or EA shall not exceed 11" by 17," and shall be in color. Text pages shall be 8.5" by 11". Exhibits and text shall be neat and reproducible via photocopying without loss of legibility. The EA document shall be reproduced on plain white paper unless otherwise approved in advance in writing by the State.

1.5.5 Submit to the City and State the number of copies specified of the EA. The review and final copies of the EA shall be delivered to the City and State on computer disk or via e-mail in a searchable PDF format compatible with the State's software. The Consultant shall consult with the City and State to identify electronic formats acceptable to each. The Consultant understands the State reserves the unlimited right to revise the electronic copy of the EA. The Consultant understands the City and the State reserves the unlimited right to produce paper copies of the EA. The following contents are to be provided in the EA:

- A cover sheet which includes the project and project limits, CSJ numbers, county, date (month/year), "Federal Highway Administration and Texas

Department of Transportation," "Table of Contents and Appendices," and the title: "Environmental Assessment"

- A detailed statement of need and purpose
- A detailed discussion of the scope of the Transportation Activity (Existing and Proposed Facility, Right of Way, Utilities and Transportation Improvement Program date)
- The EA shall summarize any social, economic, environmental impacts, appropriate mitigation measures, commitments, and incorporate known and foreseeable public and agency concerns
- Public Involvement
- A conclusion with justification that the Transportation Activity qualifies as an EA
- A project location map and typical cross-section
- Correspondence with regulatory agencies
- Pages of any approved applicable transportation plans to demonstrate project consistency with the plans. Transportation plans include: metropolitan planning organization (MPO) long-range metropolitan transportation plan (LRTP or MTP) and Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) for areas not within an MPO jurisdiction

1.5.6 Deliverables:

- Electronic copy of Preliminary Draft EA for district review
- Eight (8) copies of Draft EA for State review (Prime - 1, City - 2, State - 5)
- Eight (8) copies of Draft EA for FHWA review (Prime - 1, City - 2, State - 5)
- Eight (8) copies of Final EA (Prime - 1, City - 2, State - 5)
- Electronic copy to be provided for each deliverable (PDF and Word)

2. Geotechnical

2.1. Subsurface Exploration

2.1.1 Roadway

- Two (2) cores will be taken on Erskine Street to determine the existing typical pavement section. One core will be taken near Memphis Avenue and the other core will be taken east of Knoxville Avenue. See attached proposed plan of borings for locations.
- Soil samples obtained from three (3) test borings will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss. See attached proposed plan of borings for locations.
- Atterburg limits will be performed to determine the engineering properties of the soil.

2.2. Laboratory Services

Samples will be transported to the Consultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

2.3. Engineering Services

Laboratory test results will be used to classify the soils according to the AASHTO and Unified Soil Classification System. Consultant will perform CBR's on selected samples to aid in the determination of the modulus of subgrade reaction or k-value used in rigid pavement design. Consultant will analyze the results of the field exploration to provide Prime Consultant with pavement structure recommendations along with construction guidelines.

3. Franchise Utility Coordination

3.1. Preliminary Design Coordination:

3.1.1 At project start up, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.

3.1.2 Data Collection and Research

- Create database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.)
- Prepare exhibit that indicates franchise utility locations based upon SUE
- Coordination with Surveyor regarding topographic information to be collected on utility locations
- Coordinate possible utility conflicts with roadway design team

3.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to vertical alignment of roadway with SUE for Level "A" data acquisition
- Prepare exhibit indicating franchise utility information based upon vertical information obtained from the Level "A" SUE survey
- Coordinate utility relocation assignments and schedule

3.1.4 Schedule, prepare for, attend and document one (1) Franchise Utility Coordination Meeting at 30% submittal. Meeting will address known potential conflicts and any future plans to extend franchise utility lines prior to roadway construction

3.2. Final Design Coordination:

3.2.1 Submit one set of final design plans and the project schedule to each affected franchise utility for their review and comment

3.2.2 Coordinate with the franchise utilities if any relocations are required. After initial contact with conflicting utilities, conduct weekly phone calls and up to ten (10) one-on-one meetings with representatives of conflicting franchise utilities.

3.2.3 Schedule, prepare for, attend and document one (1) Franchise Utility Coordination Meeting at the 95% submittal. Meeting will address known potential conflicts that remain prior to construction and the franchisees schedule for relocating prior to construction.

3.2.4 Schedule, prepare for, attend and document one (1) Pre-Construction Meeting with all franchised utility companies prior to the start of construction.

3.2.5 Perform up to five (5) periodic Site Visits to observe construction and general compliance with the franchise utility relocation assignments.

4. Preliminary Design (Schematic)

4.1 Project Management

4.1.1 Develop project communication plan

- Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
  - Two (2) meetings with the City regarding project status and coordination issues. The first meeting will be a preliminary design concept conference (DCC)
  - Two (2) meetings with TxDOT, one of which will be at the DCC with the City. The other will be a meeting at TxDOT offices.
  - Two (2) meetings with TTU Maintenance and/or Facilities & Planning staff members.
  - Prepare meeting agendas and distribute minutes
- Coordinate with subconsultants (environmental, survey, and SUE)
- Prepare and e-mail monthly progress reports to the project team (City and KHA Staff). Note: during periods of consultant inactivity because of submittal reviews, etc., the reports may be temporarily suspended

4.1.2 Develop project production plan

- Develop work plan (identify tasks and subtasks)
- Develop roles and assignments
- Develop schedule and interim milestones

- Develop Quality Assurance Plan and Quality Control Plan
- Develop Schedule for milestone QA/QC review
- Prepare Design Summary Report (DSR) and update throughout schematic design

4.1.3 Project Administration

- Prepare project correspondence, and invoicing documents.

4.2 Data Collection (City to provide hard copy and electronic format if available)

4.2.1 Roadway Data

- Electronic design files from TxDOT for the Quaker Avenue and Texas Tech Parkway intersection.

4.2.2 Drainage Data

- Existing storm drainage facilities / record drawings
- Existing hydraulic models (if available)

4.2.3 Utility Data – Public Utilities – Coordination with SUE subconsultant and collection of the following:

- Existing (relocated) water line locations / record drawings
- Water master plan requirements
- Existing storm sewer line locations / record drawings
- Storm sewer master plan requirements
- City utility relocation requirements (if applicable)

4.2.4 Utility Data – Franchise Utilities

- The scope of this project will include Quality Level "A" and "B" Subsurface Utility Engineering (SUE) Investigation. The Consultant shall obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The Consultant shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The Consultant shall prepare a base map depicting the utility locations.
- Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:
  - Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
  - Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
  - Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
  - Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing

or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.

- Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A. Level A is included in this scope of work. The Consultant will perform Level A at up to six (6) locations within the project site. Locations will be coordinated with City of Lubbock.

- The Consultant shall compile "As Built" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the Consultant that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or Geopak used by the City or the State.
- Deliverables:
  - The electronic file will be delivered on CD or DVD.
  - A hard copy will be signed, sealed, and dated by the Consultant.
  - If requested, the QL"B" SUE information will be over laid on the design plans.

4.2.5 Survey Data – Consultant will use the existing boundary survey and existing topographic data within the limits of this project to prepare the preliminary schematic and preliminary roadway design. The Consultant will tie to available control established for the Northwest Lubbock Drainage Project.

- Data Collection and Property Research – None required. Consultant will use existing data.
- Design Survey (This survey is limited to the collection of information that is not already contained on the topographical survey for the Northwest Drainage Project)
  - The limits of the survey along Erskine Street will extend from the Quaker Avenue/Texas Tech Parkway intersection to 100-feet east of the Indiana Avenue intersection. The survey will include the proposed right-of-way width. Where subdivisions and structures are encountered adjacent to Erskine Street, data will be collected 20-feet beyond the ROW.
  - The following areas shall also be surveyed:
    - Limits of newly constructed QE 2 Intersection to 200' west of Texas Tech Parkway
    - Major Cross Street - a distance of 200-feet north and south of the Erskine Street centerline at Indiana Avenue.
    - Minor Cross Streets - a distance of 200-feet north and south of the Erskine Street centerline at the following streets: Memphis Avenue and Knoxville Avenue.
    - Finished floor elevations of existing structures adjacent to the right-of-way

- Drainage channel on Texas Tech property from Quaker Avenue/Texas Tech Parkway to the outfall at Playa Lake 052.

- Establish control monuments (up to three (3)) with aluminum caps set in concrete with static GPS based on approval from City of Lubbock. Monuments will be set outside the limits of construction.
- Establish a vertical control for monuments using digital level and City of Lubbock control on NAVD 88/NAD 83.
- Perform a field survey to identify and locate existing topographic elements within the roadway corridor ***(that are not already contained within the Northwest Drainage Project survey)***, including, but not limited to the following:
  - Property corner monumentation – when surveying previously platted subdivisions adjoining the right-of-way, the surveyor may locate monumentation on the exterior boundary of the plat to sufficiently establish the right-of-way lines without locating all interior lot corners.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping (Quaker Avenue/Texas Tech Parkway and Indiana Avenue)
  - Driveways (including material)
  - Parking lots within 50-ft of proposed ROW, including parking stall configuration
  - Alleys (including material)
  - Existing culvert sizes and invert elevations
  - Existing driveways and swales
  - Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
  - Traffic signal poles, cabinets, and other signal equipment
  - Signs (excluding temporary signs)
  - Trees, including species and caliper
  - Buildings and permanent structures
  - Retaining walls
  - Fence/Wall limits and material types (excluding temporary fences)
  - Other applicable physical features that could impact design
- After the Northwest Drainage Project construction has been completed, Consultant will collect cross-sections throughout project limits at 200-foot intervals along Erskine Street, at cross streets, centerline of driveways, grade breaks, and at additional locations as required to determine the new ground contour
- Prepare cross-section field notes
- Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions
- Locate and stake-out Geotechnical bore holes

4.2.6 Existing Right of Way Data

- Provide ROW Base Map

- A ROW Base Map is already available. The right of way base map will be incorporated into the schematic document, and will include the following information:
  - Parcels and easements with current volume and page
  - Current owner
  - Parcel number
  - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
  - Corners of adjacent parcels tied to the section line
  - Relate ROW to Roadway center line if Section Line differs

4.2.7 Proposed ROW/Easements

- Prepare necessary drainage easements and/or ROW (plats and legal descriptions)

4.2.8 Traffic

- TxDOT approved traffic counts
  - Obtain current year and 20-year projected ADT volumes from TxDOT TP&P (if available)
- Recent 24-hour directional machine counts
- Recent peak hour intersection turning movement counts at the following intersections:
  - Quaker Avenue/Texas Tech Parkway
  - Memphis Avenue
  - Knoxville Avenue
  - Indiana Avenue

4.2.9 Project site visits (up to six (6) trips) to evaluate field site conditions during development of the schematic

4.3 Roadway

4.3.1 Prepare Schematic roadway design for the ultimate Type T-1 Thoroughfare (5-lane arterial)

- Prepare typical sections
  - Existing and Proposed
  - Depict subgrade and pavement (use existing City/TxDOT pavement design)
- Prepare preliminary plan and profile (roll plot format). Items to be included:
  - Plan View
    - Control data
    - Existing / proposed right-of-way
    - Existing topography
    - Existing pavement
    - Proposed centerline alignment and horizontal curve data
    - Proposed face of curb
    - Proposed medians(if applicable)
    - Proposed transition pavement tie-ins to existing pavement
    - Proposed storm sewer and culvert alignments and sizes
    - Existing/Proposed traffic signal poles
    - Existing trees to remain (if possible)
    - Existing trees to be removed
    - Existing driveway locations
    - Proposed commercial driveways (proposed residential driveways will be included in the final design)
    - Existing culvert and/or storm drain locations

- ♦ Existing water line locations
- ♦ Existing sanitary sewer line locations
- ♦ Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected as part of the SUE)

– Profile View

- ♦ Existing Ground Profile
- ♦ Proposed vertical alignment at proposed center line
- ♦ Proposed vertical alignment at gutter flow line
- ♦ Proposed cross drainage culverts (none anticipated)
- ♦ Superelevation Data

- Prepare Design Cross Sections on 11" x 17" sheets

4.4 Drainage

4.4.1 Compile the hydrological and hydraulic data

4.4.2 Develop the project drainage area map

- Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
- Subdivide the overall drainage areas into sub-areas and calculate the discharge at each discharge location. (Storm Sewer is not anticipated for this project and is not included in this scope)

4.4.3 Develop ICPR Existing and Proposed H&H Model and analyze results

4.4.4 Develop Proposed Roadway Profile to accommodate drainage needs

4.4.5 Analyze drainage improvements required to accommodate the new roadway

4.4.6 Evaluate the need for offsite drainage improvements

- Preliminary design of offsite drainage improvements, such as improvements to the existing drainage channel that drains across Texas Tech property to Playa Lake 052, in order to improve Stormwater conveyance out of the intersection at Quaker Avenue/Texas Tech Parkway.
- Identify the need for and preliminary size of any necessary drainage easements to accommodate the proposed offsite drainage improvements.

4.4.7 Deliverables:

- Draft Technical Memo for Hydraulic Analysis
- Final Technical Memo for Hydraulic Analysis

4.5 Utilities

4.5.1 Public and Franchise Utilities

- Graphically designate on the schematic the location of existing utilities based upon information provided by the City and SUE survey information.
- Identify public utility conflicts with proposed roadway

4.5.2 Public Utilities Design

- Establish the location of existing public utilities based upon information provided by the City and field survey information
- Evaluate alternatives for avoiding conflicts with 20-inch diameter Texas Tech "Effluent" water line

4.6 Traffic

4.6.1 Indicate existing and proposed traffic volumes on the schematic document.

4.6.2 Traffic Signals - Traffic signal design is not included in this scope. It is anticipated that the City of Lubbock Traffic Engineering Department will make needed adjustments to the existing traffic signals at Quaker Avenue/Texas Tech Parkway and Indiana Avenue.

4.6.3 Traffic Control Plan – A traffic control plan will be developed to provide access to adjacent properties during construction.

4.7 Design Exceptions and Waivers

4.7.1 We do not anticipate the need for any design exception or waivers. If any are required, we will provide them as Additional Services if authorized by the City of Lubbock.

4.8 Construction Cost Projection (Or Opinion of Probable Cost)

4.8.1 Perform quantity takeoff and develop construction cost projection

4.8.2 Evaluate both municipal and TxDOT bid tabulations for current trends in unit prices

4.9 QA/QC milestone review for all deliverables in the Preliminary Design Phase

4.10 Schematic Deliverables (roll plot) – The final (100% complete) schematic will be finished to a level of detail that is equivalent to a 30% complete PS&E plan set – but in roll plot format.

4.10.1 Submit six (6) paper roll plots and 6 PDF copies of the schematic to the City and TxDOT for review and comment at 30% schematic completion

4.10.2 Address City comments from 30% review and resubmit six (6) paper and PDF copies at 95% schematic completion

4.10.3 Address City comments from 95% submittal and resubmit five (5) paper and PDF copies of the City-approved schematic to the TxDOT Lubbock District for review and comment

4.10.4 Conduct schematic design review meeting with TxDOT Lubbock District to solicit review comments and discuss approach to addressing comments

4.10.5 Address TxDOT comments and submit ten (10) paper and PDF copies of the TxDOT District Office approved schematic to TxDOT Design Division for review and comment.

4.10.6 Address Division comments and re-submit schematic for approval, if necessary.

4.10.7 City Submittal shall include the following:

- Preliminary roadway alignment (plan and profile)
- Preliminary hydraulic report
- Preliminary design cross sections
- Preliminary opinion of probable construction cost

4.10.8 TxDOT Submittal shall include the following:

- Schematic Roll Plot document
- Design cross sections
- Preliminary opinion of probable construction cost
- Updated Design Summary Report
- Form 1002, Page 3

Upon approval of the preliminary schematic (Which is considered to be 30% PS&E), we will commence with Final Design tasks as outlined in Section 5.

5. Final Design

5.1. Final Design Project Management

5.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document Progress Meetings and Review Meetings to monitor the development of the project.
  - Progress Meetings (up to two (2) Progress Meetings in Lubbock)
  - Review Meeting (one (1) Review Meeting at 95% PS&E Submittal)

5.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through

5.1.3 Coordinate with subconsultants (geotechnical, survey, SUE, drainage)

5.1.4 Prepare and e-mail monthly progress reports to the project team (City, subconsultants (as necessary), and Consultant Staff)

5.1.5 QA/QC

- Consultant will perform an internal review prior to all submittals (95% and 100%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City
- City review comments will be documented and addressed after each review meeting. Consultant will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

5.1.6 Project Administration

- Prepare project correspondence and invoicing documents

5.2. Roadway

5.2.1 Start with approved schematic

5.2.2 Prepare plan / profile sheets (22"x34" plan sheets at a scale of 1"=50' horizontal, and 1"=2' vertical for record drawings). The final bid documents will be 11"x17" plan sheets at a scale of 1"=100' horizontal, and 1"=4' vertical

- Include the following items in addition to those included in the preliminary design submittal:
  - Proposed easement locations (if any)
  - Proposed sidewalk locations
  - Proposed residential and commercial driveways
  - Horizontal Alignment Data
  - Traffic Control Phasing layouts
  - Pavement marking layouts
  - Erosion control plans
  - Barrier free ramps
  - Demolition plan
  - Intersection layouts
  - Small sign summary
  - Standard design details
  - TxDOT standards

5.2.3 Analyze all driveways within the project and develop driveway profiles as needed. Typically driveways will be defined vertically by spot elevations.

5.2.4 For side street reconstruction more than 100-ft beyond the main street right-of-way, prepare a plan / profile of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.

5.2.5 Develop design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders

5.2.6 Prepare roadway details to clarify intent of design

5.2.7 Compile applicable City standard details. Modify standard details as needed.

5.2.8 Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- Prepare details to clarify intent of design
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.

5.3. Drainage

5.3.1 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled
- Provide hydrologic and hydraulic data sheets showing all of the necessary calculations and assumptions
- Provide a drainage easement/channel grading plan for each drainage easement/channel proposed
- Provide erosion control plans, details, and SWPPP
- Provide depth of flow indications within ROW and any corresponding finished floor elevations

5.3.2 Technical Specifications

- Provide technical specifications for erosion control methods and any off-site earthwork

5.4. Utilities - Public

5.4.1 Water

- Adjustments to existing water valve boxes, etc. will be specified in the plans
- Prepare final plan of preferred alternative for addressing the 20-inch diameter Texas Tech "Effluent" water line, as approved by the City's review of the 30% design submittal.
- Observe utility relocations by Franchisees in the field in coordination with the plans

5.4.2 Prepare utility details to clarify intent of design

5.4.3 Compile applicable City standard details. Modify standard details as needed.

5.5. Traffic

5.5.1 Traffic Signals

- No signal work is included in this scope. All signal adjustments and timing will be provided by the City of Lubbock's Traffic Engineering Department.

5.6. Traffic Control Plans

5.6.1 Develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction
- Temporary signing and striping, barricades, and other channelization devices
- Narrative of the sequence of work
- Public utilities construction phasing
- Adjacent property access during construction
- Pedestrian routing during construction
- Citibus routing during construction

5.6.2 Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area

5.6.3 Develop typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

5.6.4 Develop typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

5.6.5 Prepare traffic control details to clarify intent of design

5.6.6 Compile applicable City standard details. Modify standard details as needed.

5.7. Illumination

5.7.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and IESNA recommended practices.

5.7.2 Prepare a photometric layout from Quaker Avenue/Texas Tech Parkway to Indiana Avenue along Erskine Street and perform one iteration of the photometric layout based on the City's review.

5.7.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.

5.7.4 Provide supporting calculations

5.7.5 Provide technical specifications for the light poles and fixtures.

5.7.6 Coordinate with local electric service providers for electrical service locations

5.7.7 Schedule and conduct one (1) meeting with the local electric service provider(s) along with the City to discuss design of the illumination system.

5.8. Final design submittal (95%)

5.8.1 Submit five (5) 11"x17" paper copies to the City for review and comment

5.8.2 Submittal shall include the following:

- Final design plans
- Contract documents including the following:
  - City of Lubbock standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid form
  - Standard construction contract
  - Performance bond
  - Payment bond
  - Maintenance bond

- Certificate of insurance
- General conditions
- Special provisions
- Technical specifications

- Opinion of probable construction cost
- Provide a completed application for the City to submit to the Texas Department of Licensing and Regulation (along with one of the plan sets) for review in accordance with to the Elimination of Architectural Barriers Act. The application fees will be paid directly by the City.

5.9. Incorporate the 95% submittal review comments

5.10. Prepare the final opinion of probable construction cost

5.11. Final design submittal (100%)

5.11.1 Submit seven (7) half-size sets of plans and specifications to the City

5.11.2 Submit the final opinion of probable construction cost

5.11.3 Prepare a construction duration estimate using anticipated production rates applicable to the local area

5.11.4 Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.

5.11.5 Submit a letter of notification to the City stating completion of the design of the project

5.12. Public Outreach Newsletter

Consultant will prepare one (1) informational newsletter for distribution prior to construction bidding. Newsletter is intended for apartment tenants, adjacent residents, and Texas Tech maintenance facility workers.

5.12.1 City will prepare mailing list for general public (all addresses located within the boundaries of Erskine Street on the south, Loop 289 on the west and north, and Indiana Avenue on the east, using GIS database. One letter will be sent to each apartment office. Individual tenants will not be sent letters).

5.12.2 Consultant will prepare mailing list for city staff, TxDOT staff, elected officials, TTU Staff, Lubbock ISD, Citibus, and key stakeholders.

5.12.3 City will mail the Newsletter

5.12.4 Consultant will prepare a draft and final copy of the Newsletter, which will contain existing and proposed typical sections, graphics depicting project limits and phasing, construction schedule, and other details to explain the nature of the proposed construction activities.

5.13. Post Bid Submittal

5.13.1 Submit seven (7) half-size (11"x17") sets of plans after the project's bid opening upon incorporating any related addenda information.

5.13.2 Submit two (2) full-size (22"x34") sets of plans after the project's bid opening upon incorporating any related addenda information.

5.13.3 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda, on DVD after the project's bid opening.

6. Bidding Phase

6.1. All necessary bid documents will be provided to prospective bidders by the City's 3rd-party bidding service

6.2. Attend one (1) Pre-bid Meeting in Lubbock with prospective bidders

6.3. Prepare and submit addenda to City to issue as appropriate to interpret, clarify, or expand the bidding documents

6.4. Attend one (1) Bid Opening in Lubbock

6.5. Tabulate the bids received and evaluate the compliance of the bids received with the bid documents

6.6. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract

7. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

7.1. Construction staking
7.2. Pavement design
7.3. Design of any offsite drainage improvements beyond the improvements identified in the scope
7.4. Existing water or sanitary sewer relocations not identified in the scope
7.5. Landscape design
7.6. Irrigation design
7.7. Construction Contract Administration
7.8. Design of structural retaining walls
7.9. Preparation for and attendance at public meetings beyond what was identified in the scope
7.10. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
7.11. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
7.12. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

- End of Scope of Services -

Kimley-Horn and Associates, Inc.

Attachment B - Hourly Rate Schedule

January 7, 2014

Class.	Category Description	LUBBOCK
B1	Professional	80.00
B2	Professional	85.00
B3	Professional	95.00
B4	Professional	115.00
B5	Senior Professional - Accounting	135.00
D7	Senior Technical Support	130.00
D8	Senior Technical Support	145.00
N3	Support Staff	70.00
N4	Support Staff	80.00
N5	Support Staff	85.00
N6	Support Staff - Clerical/Administrative	90.00
P	Professional - Analyst (Graduate Engr./Planner)	95.00
P1	Professional - Analyst (EIT/Planner I)	100.00
P2	Professional - Analyst (EIT/Planner II)	105.00
P3	Professional - Analyst (EIT/Planner III)	110.00
P4	Professional - PE	130.00
P5	Senior Professional - Senior PE/Project Mngr. I	150.00
P6	Senior Professional - Senior PE/Project Mngr. II	180.00
P7	Senior Professional - Senior PE/Project Mngr. III	200.00
P8	Principal	215.00
T1	Technical Support - Engineering Intern	65.00
X5	Professional - Non-degreed Professional	95.00
X7	Professional - Non-degreed Professional	130.00

The rates listed above are applicable for up to 24 months after the date of execuation of this Agreement for Erskine Street - Texas Tech Parkway/Quaker Avenue to Indiana Avenue.

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Budget Summary

Date: Jan 7, 2014

General Project Information

Client: **City of Lubbock**
Project: **Erskine - TT Pkwy to Indiana**
KHA No.
PM: **Kerry Miller**

Task Budget Summary

					Task 700	Task 888	
No.	**Task Name**	***Hours***	**Labor**	**Expenses**	**Allocation**	**Subtotal**
1	Environmental Document	*222*	$ 34,700	$ 700	$ 2,500	$ 37,900
2	Geotechnical	*11*	$ 1,800		$ 200	$ 2,000
3	Franchise Utility Coord.	*98*	$ 15,200		$ 1,100	$ 16,300
4	Prel. Design (Schematic)	*775*	$ 106,200	$ 2,100	$ 7,500	$ 115,800
5	Final Design	*1,235*	$ 163,300	$ 3,300	$ 11,500	$ 178,100
6	Bidding Phase	*46*	$ 7,600	$ 400	$ 600	$ 8,600
	TOTALS:	***2,387***	**$ 328,800**	**$ 6,500**	**$ 23,400**	**$ 358,700**

Subconsultant Summary

Task No.	**Task Name**	**Cost**	**Multiplier**	**Subtotal**
710	Cox McLain Environmental Consulting, Inc. (Task 1)	$ 60,705	1.10	**$ 66,800**
720	CMT Engineering (Task 2)	$ 6,546	1.10	**$ 7,300**
730	Hugo Reed & Associates, Inc. (Tasks 1, 2, 3, 4, 5 & 6)	$ 176,850	1.10	**$ 194,600**
740	The Rios Group (Task 4)	$ 38,500	1.10	**$ 42,400**
			1.10	
	TOTALS:	**$ 282,601**		**$ 311,100**

Project Budget Summary		
Labor:	**$**	**328,800**
Expenses:	**$**	**341,000**
TOTAL:	**$**	**669,800**

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**34,700**
Expenses:	**$**	**700**
Allocation:	**$**	**2,500**
TOTAL:	**$**	**37,900**

Task Information	
Number:	**1**
Name:	**Environmental Document**
Task Mgr:	**Kerry Miller**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6						Subtotal (Hrs)	Expenses ($)
Environmental Document															
QA/QC of Environmental Document			6											6	
Assist in preparing Need and Purpose			6											6	
Write Project Description for CMEX			2											2	
Prepare and provide location map			1			4								5	
Prepare and provide typical sections			1			6								7	
Project Management/Administration		4	10				12	8						34	
Public Involvement															
Public Meeting															
Schedule/Attend Prep Meeting			2	2										4	
Write Notice/Coordinate with TxDOT			8											8	
Coordinate with Sub for mailings			1					2						3	
Research and Reserve Facility			2											2	
Prepare displays, handouts, etc.			16			4		2						22	
Set up, attend, tear down Pub. Mtg.		6	6	6		6								24	$ 300
Summarize and Address Comments			8					4						12	
Public Hearing															
Schedule/Attend Prep Meeting			2	2										4	
Write Notice/Coordinate with TxDOT			4											4	
Coordinate with Sub for mailings			1					2						3	
Research and Reserve Facility			1											1	
Reserve Court Reporter			1											1	
Prepare displays, handouts, etc.			20			4		2						26	
Set up, attend, tear down Pub. Mtg.		6	4	4		4								18	$ 300
Summarize and Address Comments			20					10						30	
Subtotals:		16	122	14		28	12	30						222	$ 600

Task Effort Subtotals ($000's)

	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6						Lbr	Expenses ($)
Effort:	$ 3,440	$ 21,960	$ 2,100	$ -	$ 2,800	$ 1,620	$ 2,700						$ 34,620	$ 700

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**1,800**
Expenses:	**$**	**-**
Allocation:	**$**	**200**
TOTAL:	**$**	**2,000**

Task Information	
Number:	**2**
Name:	**Geotechnical**
Task Mgr:	**Rey Carrasco**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.)	Senior Lic Prof ($180/hr.)	Licensed Prof ($150/hr.)	Analyst ($110/hr.)	Analyst ($100/hr.)	Senior Prof ($135/hr.)	Support Staff ($90/hr.)						Subtotal	
		P8	P6	P5	P3	P1	B5	N6						(Hrs)	Expenses ($)
Project Management															
Coordinate with Geotech Sub			1	2										3	
Integrate Geotech information into design			1	4										5	
Review and comment on Geotech Report			0	2										2	
Review and approve test hole locations				1										1	
Subtotals:			2	9										11	$ -

Task Effort Subtotals ($000's)

										Lbr	Expenses ($)
Effort:	$ -	$ 360	$ 1,350	$ -	$ -	$ -	$ -			$ 1,710	$ -

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**15,200**
Expenses:	**$**	**-**
Allocation:	**$**	**1,100**
TOTAL:	**$**	**16,300**

Task Information	
Number:	**3**
Name:	**Franchise Utility Coord.**
Task Mgr:	**Kerry Miller**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6	Subtotal (Hrs)	Expenses ($)
Preliminary Utility Coordination										
Send Project Notice via Certified Mail			2						2	
Create Database of Applicable Utilities			2						2	
Evaluate conflicts using horizontal data			2	4		8			14	
Identify potential vertical conflicts			2	4		8			14	
Coordinate with SUE subconsultant LV A				4					4	
Schedule, attend, and document MTG			6	2		2			10	
Final Utility Coordination										
Submit final plans to utilities via Certified			4			4			8	
Coordinate with Franchises to relocate:										
Weekly phone calls			12						12	
One-on-One Meetings			16						16	
Schedule, attend and document MTG			6	2					8	
Perform up to 5 site visits for compliance				8					8	
Subtotals:			52	24		22			98	$ -

Task Effort Subtotals ($000's)

	Lbr	Expenses ($)
Effort:	$ - $ 9,360 $ 3,600 $ - $ 2,200 $ - $ -	$ 15,160 $ -

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information

Client: **City of Lubbock**
Project: **Erskine - TT Pkwy to Indiana**
KHA No:
PM: **Kerry Miller**

Task Effort Summary

Labor:	**$**	**106,200**
Expenses:	**$**	**2,100**
Allocation:	**$**	**7,500**
TOTAL:	**$**	**115,800**

Task Information

Number: **4**
Name: **Prel. Design (Schematic)**
Task Mgr: **Rey Carrasco**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6						Subtotal (Hrs)	Expenses ($)
Project Management		6	40				16							62	$ 300
Work Planning		4	4											8	
Schedule/Attend Design Concept Conf.			2	6		2								10	
Schedule/Attend Progress Meetings (5)			10	15		10								35	
Schedule/Attend 30% and 95% Review			8	12		6								26	
Develop Project Production Plan			2	4										6	
Project Administration (Invoicing)		4	12				16	8						40	
Subsurface Utility															
Coordinate with Rios Group			2	4										6	
Evaluate Alternatives for Tech Water Line		8	16	16		32								72	$ 1,600
Survey Data															
Coordinate with Hugo Reed			8	12										20	
Project Setup - Verify Control				8		16								24	
Reference ROW Base Maps/Easements				4		8								12	
Traffic															
Request official traffic from TxDOT				2										2	
Place Traffic information on schematic				1		4								5	
Site Visits															
Up to 6 site visits for field investigations			8	12		12								32	
Roadway Schematic (30% PS&E)															
Prepare Design Criteria (DSR)			1	4		0		2						7	
Develop typical sections (exist & prop)			1	6		12								19	
File Set-up, title block, import topo				8		16								24	
Develop Horizontal Geometry				16		24								40	
Incorporate H&H and set Vertical				30										30	
Draft Schematic (lanes, drives, etc.)			12	60		80								152	
Develop Prel. Design Cross Sections				24										24	

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**106,200**
Expenses:	**$**	**2,100**
Allocation:	**$**	**7,500**
TOTAL:	**$**	**115,800**

Task Information	
Number:	**4**
Name:	**Prel. Design (Schematic)**
Task Mgr:	**Rey Carrasco**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6						Subtotal (Hrs)	Expenses ($)
Annnotate preliminary schematic			2	4		40								46	
Import utility information				4		8								12	
Prepare TxDOT forms (1002, etc)			1	4		2								7	
Develop Opinion of Probable Cost			4	12		12								28	
QA/QC review of schematic			4	8										12	
Print/collate 30% schematic (10% PS&E)			1	2		4								7	
Print/collate 95% schematic (30% PS&E)			1	2		4								7	
Subtotals:		22	139	280		292	32	10						775	$ 1,900

Task Effort Subtotals ($000's)													Lbr	Expenses ($)
Effort:	$ 4,730	$ 25,020	$ 42,000	$ -	$ 29,200	$ 4,320	$ 900						$ 106,170	$ 2,100

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**163,300**
Expenses:	**$**	**3,300**
Allocation:	**$**	**11,500**
TOTAL:	**$**	**178,100**

Task Information	
Number:	**5**
Name:	**Final Design**
Task Mgr:	**Rey Carrasco**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6						Subtotal (Hrs)	Expenses ($)
Project Management		8	40				40							88	$ 300
Schedule/Attend Progress Meetings (2)			4	6		4								14	
Schedule/Attend 95% PS&E Review Mtg		8	3	6		3								20	$ 300
Site Visits to Project Site (Up to 5)			8	10		10								28	
Coordinate with Subconsultants			8	8										16	
Prepare Monthly Progress Reports			12					4						16	
QA/QC Review (95% and 100%)		8	16	16										40	
Project Administration (invoicing, etc.)		4	12				16	8						40	
Final Design															
Roadway Plan & Profile Design		8	16	80		160								264	
Drainage (Iterations with Hugo Reed)			0	20		0								20	
Design Cross Sections			2	16										18	
Roadway Detail Sheets				8		16								24	
Roadway Standards				8		16								24	
Signing and Pavement Markings				20		40								60	
Utilities - Adjust 20-inch TTU effluent				40		80								120	$ 1,600
Coordinate with COL for Traffic Signals				4										4	
Traffic Control Plan			4	30		80								114	
Adjacent Property Owner Access Plan			6	8		40								54	
Coordination with Citibus			2	2										4	
Illumination Design			2	40										42	
Schedule/Attend Illumin. Mtg with LP&L			2	6										8	$ 800
Collate/Print 95% Submittal			4	8		8		2						22	
Prepare Comment Responses			2	4				2						8	
Prepare Final Opinion of Cost			4	12		12								28	
Develop Time of Construction Estimate			1	4										5	
Prepare General Notes and Specs			4	16		16		24						60	
Collate/Print 100% Submittal			1	6		6		2						15	

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**163,300**
Expenses:	**$**	**3,300**
Allocation:	**$**	**11,500**
TOTAL:	**$**	**178,100**

Task Information	
Number:	**5**
Name:	**Final Design**
Task Mgr:	**Rey Carrasco**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.)	Senior Lic Prof ($180/hr.)	Licensed Prof ($150/hr.)	Analyst ($110/hr.)	Analyst ($100/hr.)	Senior Prof ($135/hr.)	Support Staff ($90/hr.)						Subtotal (Hrs)	Expenses ($)
		P8	P6	P5	P3	P1	B5	N6							
Public Outreach Newsletter															
Prepare Draft Newsletter for City Review		2	8			4		8						22	
Prepare Final Newsletter and Print		2	8			4		8						22	
Respond to calls from neighborhood			6	0										6	
Post Bid Submittal															
Print/Collate 7 half-size sets of plans		1	1	6		8								16	
Print/Collage 2 full-size sets of plans		1	1	3		8								13	
Subtotals:		42	177	387		515	56	58						1235	$ 3,000

Task Effort Subtotals ($000's)													Lbr	Expenses ($)
Effort:	$ 9,030	$ 31,860	$ 58,050	$ -	$ 51,500	$ 7,560	$ 5,220						$ 163,220	$ 3,300

Kimley-Horn and Associates, Inc.

Project Workplan Budget

Date: January 7, 2014

General Project Information	
Client:	**City of Lubbock**
Project:	**Erskine - TT Pkwy to Indiana**
KHA No:	
PM:	**Kerry Miller**

Task Effort Summary		
Labor:	**$**	**7,600**
Expenses:	**$**	**400**
Allocation:	**$**	**600**
TOTAL:	**$**	**8,600**

Task Information	
Number:	**6**
Name:	**Bidding Phase**
Task Mgr:	**Rey Carrasco**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Senior Lic Prof ($180/hr.) P6	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Analyst ($100/hr.) P1	Senior Prof ($135/hr.) B5	Support Staff ($90/hr.) N6	Subtotal (Hrs)	Expenses ($)
Bid Phase Services										
Distribute Bidding Documents				8					8	
(Provide Bid-Sync docs for City Use)										
Attend Pre-Bid Meeting		2	2	2					6	$ 300
Respond to Bid Questions			12	12					24	
Attend Bid Opening Meeting			2	2					4	
Review Bids			2	2					4	
Subtotals:		2	18	26					46	$ 300

Task Effort Subtotals ($000's)									Lbr	Expenses ($)
Effort:	$ 430	$ 3,240	$ 3,900	$ -	$ -	$ -	$ -		$ 7,570	$ 400

Attachment C

SUBPROVIDER NAME: Cox|McLain Environmental Consulting

PROJECT NAME: ERSKINE STREET
PROJECT LIMITS: Texas Tech Parkway to Indiana Avenue

	Sr. Envl. Scientist II	Sr. Envl. Scientist I	Envl. Professional II	Envl. Professional I	Envl. Staff II	Envl. Staff I	Envl. Tech II	Envl. Tech I	Admin/ Clerical		
	$125.45	$98.50	$80.85	$77.75	$64.68	$59.29	$48.51	$41.77	$53.90	Hours	Cost
FC 120 Social, Economic, Environmental Studies and Public Involvement											
1. Project Management, Coordination Meeting	8	0	0	0	0	0	0	0	4	12	$ 1,219.20
2. Data Collection	2	2	2	2	2	0	2	2	0	14	$ 1,075.02
3. Site Reconnaissance	12	0	0	12	0	0	0	0	0	24	$ 2,438.40
4. Environmental Assessment Document Preparation											
4.1 Discussion of Existing Facility											
4.1.1 Detailed description of existing facility	1	0	1	0	0	0	0	0	0	2	$ 206.30
4.1.2 Surrounding terrain and land uses	1	0	0	0	2	0	0	0	0	3	$ 254.81
4.2 Description of Proposed Activity											
4.2.1 Project need and purpose	3	0	0	6	0	0	0	0	0	9	$ 842.85
4.2.2 Logical termini and independent utility	2	0	0	0	0	0	0	0	0	2	$ 250.90
4.2.3 Detailed project description	3	0	4	6	0	0	0	0	0	13	$ 1,166.25
4.2.4 General ROW and utility adjustments	1	0	0	0	0	0	0	0	0	1	$ 125.45
4.2.5 Traffic projections	0	0	0	1	0	0	0	0	0	1	$ 77.75
4.2.6 Airway-Highway Clearance	0	0	0	1	0	2	0	0	0	3	$ 196.33
4.2.7 Bicycle and pedestrians accommodations	2	2	0	4	2	0	0	0	0	10	$ 888.26
4.2.8 Project cost estimate	0	0	0	0	3	0	0	0	0	3	$ 194.04
4.3 Alternatives analysis description											
4.3.1 Build alternative	3	0	6	0	2	0	0	0	0	11	$ 990.81
4.3.2 No-Build alternative	2	0	2	0	2	0	0	0	0	6	$ 541.96

Attachment C

SUBPROVIDER NAME: Cox|McLain Environmental Consulting

PROJECT NAME: ERSKINE STREET
PROJECT LIMITS: Texas Tech Parkway to Indiana Avenue

	Sr. Envl. Scientist II $125.45	Sr. Envl. Scientist I $98.50	Envl. Professional II $80.85	Envl. Professional I $77.75	Envl. Staff II $64.68	Envl. Staff I $59.29	Envl. Tech II $48.51	Envl. Tech I $41.77	Admin/ Clerical $53.90	Hours	Cost
4.4 Social, Economic, and Environmental Effects											
4.4.1 Regional Growth	1	2	0	2	0	0	0	2	0	7	$ 561.49
4.4.2 Community Impacts	2	6	0	2	0	0	0	0	0	10	$ 997.40
4.4.3 Environmental Justice	1	3	0	2	0	0	0	2	0	8	$ 659.99
4.4.4 Limited English Proficiency	1	3	0	2	0	0	0	2	0	8	$ 659.99
4.4.5 Land Use	1	2	0	3	3	0	0	0	0	9	$ 749.74
4.4.6 ROW Acquisition, Displacements & Relocations	1	0	1	2	1	0	0	1	0	6	$ 468.25
4.4.7 Bike and Pedestrian	1	0	1	4	0	0	0	0	0	6	$ 517.30
4.4.8 Section 4(f)/Parklands	0	1	0	0	1	0	0	0	0	2	$ 163.18
4.4.9 Historic Resources (no survey included)	1	0	0	6	0	0	4	2	0	13	$ 869.53
4.4.10 Archaeological Resources (no survey included)	1	0	0	6	0	0	4	2	0	13	$ 869.53
4.4.11 Biological Resources	1	2	4	3	2	0	0	0	0	12	$ 1,008.46
4.4.12 Water Quality	1	1	2	4	2	0	0	0	0	10	$ 826.01
4.4.13 Hazardous Materials	2	0	0	2	0	4	4	0	0	12	$ 837.60
4.4.14 Air Quality Assessment (no modeling anticipated)	3	0	0	0	8	0	0	0	0	11	$ 893.79
4.4.15 MSAT Analysis (not anticipated)	1	0	0	0	0	0	0	0	0	1	$ 125.45
4.4.16 Carbon Monoxide Analysis (not anticipated)	1	0	0	0	0	0	0	0	0	1	$ 125.45
4.4.17 Noise Assessment	3	0	0	0	32	0	0	0	0	35	$ 2,446.11
4.4.18 Permits and Commitments	0	0	0	6	0	0	0	0	0	6	$ 466.50
4.5 Indirect and Cumulative (ICI) Effects Analysis	6	8	0	8	10	0	8	8	0	48	$ 3,531.74
4.6 Determination of Assessment	2	0	0	0	0	0	0	6	0	8	$ 501.52
4.7 Conclusion	2	0	0	0	2	0	0	0	0	4	$ 380.26
4.8 Exhibits and Attachments Preparation											
4.8.1 Project Location Map	1	0	0	0	1	0	0	0	0	2	$ 190.13
4.8.2 U.S. Geological Survey Topographic Map	0	0	0	0	1	0	0	0	0	1	$ 64.68
4.8.3 Aerial Photograph	0	0	0	0	2	0	0	0	0	2	$ 129.36
4.8.4 Typical Sections	1	0	0	0	1	0	0	0	0	2	$ 190.13
4.8.5 Project Layout	1	0	0	0	1	0	0	0	0	2	$ 190.13
4.8.6 Waters of the U.S. Map	1	0	0	0	2	0	0	0	0	3	$ 254.81
4.8.7 Project Area Photographs	0	0	0	0	0	0	6	0	0	6	$ 291.06
4.8.8 Wetland Determination Data Forms	1	0	3	0	0	0	0	0	0	4	$ 368.00
4.8.10 Hazardous Materials Site Location Map	1	0	0	0	3	0	0	0	0	4	$ 319.49
4.8.11 Statewide TIP Documentation	0	0	0	0	0	2	0	0	0	2	$ 118.58
4.8.12 Impact Calculation Worksheets	0	0	0	0	2	0	2	2	0	6	$ 309.92
4.8.13 Coordination Documents	0	2	0	0	2	0	0	0	0	4	$ 326.36
4.8.14 Detour Map	0	0	0	0	0	0	0	0	0	0	$ -
4.8.15 Indirect Effects Area of Influence Map	1	0	0	0	4	0	0	0	0	5	$ 384.17
4.8.16 Cumulative Impacts Resource Study Area Map	1	0	0	0	4	0	0	0	0	5	$ 384.17
4.8.17 TPWD NDD search results	0	0	0	0	2	0	0	0	0	2	$ 129.36
4.8.18 Project Coordination Requests	0	0	0	0	6	0	0	0	0	6	$ 388.08
4.8.19 Waters of the U.S. Report	0	0	4	4	0	0	0	0	0	8	$ 634.40
4.8.20 State & Federal Thrtnd & Endg Species Lists	0	0	2	0	3	0	0	0	0	5	$ 355.74

Attachment C

SUBPROVIDER NAME: Cox|McLain Environmental Consulting

PROJECT NAME: ERSKINE STREET
PROJECT LIMITS: Texas Tech Parkway to Indiana Avenue

	Sr. Envl. Scientist II	Sr. Envl. Scientist I	Envl. Professional II	Envl. Professional I	Envl. Staff II	Envl. Staff I	Envl. Tech II	Envl. Tech I	Admin/ Clerical		
	$125.45	$98.50	$80.85	$77.75	$64.68	$59.29	$48.51	$41.77	$53.90	Hours	Cost
5. Environmental Document QA / QC	4					20		4	4	32	$ 2,070.28
6. Address Review Comments											
6.1 Address comments from LUB District	8	4	0	8	0	4	0	0	0	24	$ 2,256.76
6.2 Address comments from ENV	8	4	0	8	0	4	0	0	0	24	$ 2,256.76
6.3 Address comments from FHWA	8	4	0	8	0	4	0	0	0	24	$ 2,256.76
7. Public Involvement											
7.1 Attend one public meeting and one public hearing	32	0	0	32	0	12	0	0	0	76	$ 7,213.88
7.2 Public Meeting Summary	3	1	0	0	0	12	0	0	0	16	$ 1,186.33
7.3 Public Hearing Summary	3	1	0	0	0	12	0	0	0	16	$ 1,186.33
8. Cultural resource investigations (PCRs)	0	0	24	0	0	12	0	4	0	40	$ 2,818.96
										665	$ 54,402.25
Hours	146	48	56	144	108	88	30	37	8	665	$54,402.25
Cost	$18,315.70	$4,728.00	$4,527.60	$11,196.00	$6,985.44	$5,217.52	$1,455.30	$1,545.49	$431.20		$54,402.25

Categorical Exclusion	
Labor	$54,402.25
Direct Cost	$6,303.00
Total	**$60,705.25**

Attachment C
Direct Expenses

SUBPROVIDER NAME: Cox|McLain Environmental Consulting

PROJECT NAME: ERSKINE STREET

PROJECT LIMITS: Texas Tech Parkway to Indiana Avenue

Categorical Exclusion						
FC 120 Social, Economic, Environmental Studies and Public Involvement						
	Other Direct Expenses	**Unit**	**Fixed Cost**	**Maximum Cost**	**Quantity**	**Total**
1.	Photocopies B/W (8.5 X 11)	each	$ 0.10	$ -	500	$ 50.00
2.	Photocopies B/W (11 X 17)	each	$ 0.20	$ -	150	$ 30.00
3.	Photocopies Color (8.5 X 11)	each	$ 0.75	$ -	150	$ 112.50
4.	Photocopies Color (11 X 17)	each	$ 1.20	$ -	50	$ 60.00
7.	Standard Postage	letter	$ 0.45	$ -	50	$ 22.50
8.	Certified Letter	each	$ 5.75	$ -	0	$ -
9.	Overnight express-letter size	each	$ -	$ 20.00	3	$ 60.00
10.	Overnight express-oversized box	each	$ -	$ 30.00	0	$ -
11.	Local Deliveries/Courier	each	$ -	$ 30.00	2	$ 60.00
12.	Mileage	mile	$ 0.565	$ -	0	$ -
13.	Class I Noise Meter	unit/week	$ -	$ 245.00	0	$ -
14.	Historical Aerial Images	unit	$ -	$ 100.00	1	$ 100.00
15.	Rental car (Taxes/fees not included; Insurance costs will not be reimbursed)	day	$ -	$ 65.00	10	$ 650.00
16.	Fuel	gallon		$ 3.45	40	$ 138.00
17.	Hazmat Database Search	each	$ 350.00	$ -	1	$ 350.00
18.	Lodging (for overnight travel, NTE State rates)	day/person	$ -	$ 77.00	8	$ 616.00
19.	Hotel Taxes (State, City, & Local)	day/person	$ -	$ 15.00	8	$ 120.00
20.	Meals (with overnight stay, NTE State rates)	day/person	$ -	$ 46.00	14	$ 644.00
21.	Air fare (coach)	Rd trip/person	$ -	$ 450.00	7	$ 3,150.00
22.	Airport parking	day	$ 10.00		14	$ 140.00
23.	Public involvement facility rental	day	$ -	$ 2,000.00	0	$ -
24.	Newspaper advertisement	per publication		$ 2,000.00	0	$ -
25.	Court reporter	day		$ 500.00	0	$ -
						$ 6,303.00

FEE PROPOSAL
GEOTECHNICAL INVESTIGATION

CMT Engineering, Inc
12804 County Road 2500
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062

Client: Kimley-Horn and Associates, Inc.
Project: Erskine Street form Quaker Avenue/Texas Tech Parkway to Indiana Avenue
Location: Lubbock, Texas
Date: 11/25/13

Geotechnical Investigation	Fee	Qty	Estimate
Geotech Borings Per Foot	$ 13.50	30	$ 405.00
Drill Rig Mobilization	$ 1,000.00	1	$ 1,000.00
Drill Crew Per Diem	$ 250.00	1	$ 250.00
Cut Asphalt Core	$ 100.00	2	$ 200.00
Patch Core	$ 30.00	2	$ 60.00
Laboratory Tests			
Soils			
Atterburg Limits	$ 65.00	9	$ 585.00
Classification of soils (inc washed grad)	$ 70.00	9	$ 630.00
Moisture content	$ 10.00	12	$ 120.00
Modified Proctor/Tex 114-E	$ 200.00	2	$ 400.00
Design CBR	$ 750.00	2	$ 1,500.00
Technician / Engineering			
Technician Hourly (2 hour min)	$ 49.00	4	$ 196.00
E.I.T. Hourly	$ 85.00	10	$ 850.00
Project Engineer	$ 175.00	2	$ 350.00
		Total	**$ 6,546.00**

ATTACHMENT C
CITY OF LUBBOCK, TEXAS
DESIGN AND ENGINEERING SERVICES
Erskine Street from Texas Tech Parkway to Indiana Avenue

ESTIMATE OF MAN-HOURS and TASKS
WORKSHEET 1

HUGO REED AND ASSOCIATES, INC. 09-Dec-13

	Task	Principal In Charge	Engr. or Surveying Project Manager	Senior P.E.	P.E. / GIS Specialist	Researcher	Technician or Survey Crew Manager	Survey Crew	Clerical	Total Hours	Total Extension ($)
	<<<<<<<<<<< Rates >>>>>>>>>>>	$150.00	$145.00	$140.00	$110.00	$75.00	$75.00	$175.00	$60.00		
	Task 1 - Environmental										
1.4	**PUBLIC INVOLVEMENT**										
1.4.2	**Public Meeting**										
	1. Prepare for and attend 1 Public Meeting	2	2		2					6	$810
	2. Prepare mailing list database for notifications (GIS)				12					12	$1,320
	3. Mail notices 2 weeks prior to the meeting				4				20	24	$1,640
	4. Prepare and display meeting exhibits and facilitate Q&A at meeting		2							2	$290
1.4.3	**Public Hearing**										
	1. Prepare for and attend 1 Public Hearing	2	2		2					6	$810
	2. Mail notices 2 weeks prior to the meeting				8				8	16	$1,360
	3. Prepare and display meeting exhibits and facilitate Q&A at meeting		2							2	$290
	Task 1 - Environmental Subtotal	4	8	0	28	0	0	0	28	68	$6,520
	Task 2 - Geotechnical										
2.1	**Subsurface Exploration**										
2.1.1	**Roadway**										
	1. Stake core locations				2		2	4		8	$1,070
	2. Coordinate with geotech consultant		4							4	$580
	Task 2 - Geotechnical	0	4	0	2	0	2	4	0	12	$1,650
	Task 3 - Franchise Utility Coordination										
3.1	**Preliminary Design Coordination**										
3.1.2	**Data Collection and Research**										
	1. Coordinate with SUE consultant		2		2					4	$510
	2. Coordinate with Roadway Design Team		6							6	$870
3.1.3	**Franchise Conflicts Evaluation**										
	1. Evaluate Possible Utility Conflicts with Roadway Design Elements		2		4					6	$730
	2. Stake Locations for Level "A" SUE Survey						2	4		6	$850
3.1.4	**Utility Coordination Meeting**										
	1. Attend one (1) Franchise Utility Coordination Meeting at 30% Level		2		2					4	$510

ATTACHMENT C
CITY OF LUBBOCK, TEXAS
DESIGN AND ENGINEERING SERVICES
Erskine Street from Texas Tech Parkway to Indiana Avenue

ESTIMATE OF MAN-HOURS and TASKS
WORKSHEET 1

	HUGO REED AND ASSOCIATES, INC.										09-Dec-13
	Task	Principal In Charge	Engr. or Surveying Project Manager	Senior P.E.	P.E. / GIS Specialist	Researcher	Technician or Survey Crew Manager	Survey Crew	Clerical	Total Hours	Total Extension ($)
	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$150.00	$145.00	$140.00	$110.00	$75.00	$75.00	$175.00	$60.00		
3.2	**Final Design Coordination**										
3.2.3	**Utility Coordination Meeting**										
	1. Attend one (1) Franchise Utility Coordination Meeting at 95% Level		2		2					4	$510
3.2.4	**Pre-Construction Coordination Meeting**										
	1. Attend one (1) Pre-Construction Meeting with Franchised Utilities		2		2					4	$510
3.2.5	**Project Site Visits**										
	1. Perform up to five (5) Periodic Site Visits related to Utility relocations		5		3					8	$1,055
	2. Collect As-Built Data on Relocated Utilities				2			8		10	$1,620
	Task 3 - Franchise Utility Coordination Subtotal	0	21	0	17	0	2	12	0	52	$7,165
	Task 4 - Preliminary Design (Schematic)										
4.1	**PROJECT MANAGEMENT**										
4.1.1	**Project Communication**										
	1. Progress Meetings with COL (incl. agenda and minutes)(2)	2	4		4					10	$1,320
	2. Meetings with TxDOT (incl. agenda and minutes)(1)		2		2					4	$510
	3. Meetings with Texas Tech (incl. agenda and minutes)(2)	4	4							8	$1,180
	4. Coordinate with Prime		40							40	$5,800
	5. Prepare monthly billing Statements		8							8	$1,160
4.1.2	**Project Production Plan**										
	1. Assist with DSR and update throughout design		4							4	$580
4.1.3	**Project Administration**										
	1. Prepare correspondence and invoicing documents		8						16	24	$2,120
4.2	**DATA COLLECTION**										
4.2.1	**Roadway**										
	1. Electronic Design Drawings from TxDOT of the QE2 Intersection		2							2	$290
4.2.2	**Drainage**										
	1. Coord with COL on MDP and DCM requirements				2					2	$220
	2. Existing (new) Stormwater Facilities and/or record drawings				2					2	$220
	3. Hydraulic models for System C		1		4					5	$585
4.2.3	**Utility Data - Coordination with SUE on the following**										
	1. Existing (relocated) water line locations / record drawings		2				4	4		10	$1,290
	2. Water Master Plan requirements				1					1	$110
	3. Existing storm sewer line locations / record drawings				2		4	2		8	$870
	4. Storm sewer master Plan requirements		1							1	$145
	3. COL Utility Relocation Requirements		1							1	$145

ATTACHMENT C
CITY OF LUBBOCK, TEXAS
DESIGN AND ENGINEERING SERVICES
Erskine Street from Texas Tech Parkway to Indiana Avenue

ESTIMATE OF MAN-HOURS and TASKS
WORKSHEET 1

HUGO REED AND ASSOCIATES, INC.											09-Dec-13
	Task	Principal In Charge	Engr. or Surveying Project Manager	Senior P.E.	P.E. / GIS Specialist	Researcher	Technician or Survey Crew Manager	Survey Crew	Clerical	Total Hours	Total Extension ($)
	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$150.00	$145.00	$140.00	$110.00	$75.00	$75.00	$175.00	$60.00		
4.2.5	**Survey Data**										
	1. Establish three (3) Permanent Control Monuments on NAD83/ NAVD88		6				2	12		20	$3,120
	2. Limits of Newly constructed QE2 Intersection to 200' west of TTU PKWY						2	4		6	$850
	3. Major Cross Streets 200' North and South of Erskine						2	4		6	$850
	4. Minor Cross Streets 200' north and South of Erskine						2	4		6	$850
	5. Finished Floor Elevations of Structures Adjacent to ROW						2	16		18	$2,950
	6. Topo Drainage Channel on TTU Property South of Erskine		2				2	8		12	$1,840
	7. Topo 200' Cross sections on Erskine (after NWLIP paving is complete)						2	16		18	$2,950
	8. Stake Geotech Bore Hole Locations		2					1		3	$465
4.2.6	**Existing ROW Data**										
	1. Provide and Maintain Existing ROW Drawing		2				16			18	$1,490
	2. Relate Section Line to Roadway centerline if different		1				2			3	$295
4.2.7	**Proposed ROW/Easements**										
	1. Prepare necessary drainage easement documents (plats and legal desc)		8			4	4	8		24	$3,160
4.2.9	**Project Site Visits during schematic development**		2		2					4	$510
4.3	**ROADWAY**										
4.3.1	**Assist with Schematic Roadway Design**										
	1. Coordinate with Prime on Plan View		2		8					10	$1,170
	2. Prepare Preliminary Center Line and Gutter Vertical Alignment		4		20		20			44	$4,280
4.4	**DRAINAGE**										
4.4.1	Compile H&H Data		2		10					12	$1,390
4.4.2	Develop Drainage Area Map and all associated Hydrologic Data		1		16					17	$1,905
4.4.3	Develop Existing and Proposed H&H Models in ICPR and analyze results		8		80					88	$9,960
4.4.4	Develop proposed profile to accommodate drainage needs		8		32					40	$4,680
4.4.5	Analyze drainage improvements required to accommodate roadway		4		16					20	$2,340
4.4.6	Evaluate the need for offsite drainage improvements		4		24					28	$3,220
4.4.7	Design of off-site drainage improvements		8		80					88	$9,960
4.4.8	Identify and size drainage easements sufficient to contain Improvements		4		24					28	$3,220
4.4.9	Develop Draft and Final Hydraulic Analysis Tech Memo		30		60					90	$10,950
4.5	**UTILITIES**										
4.5.1	Identify Public and Franchise Utility Conflicts with Proposed Roadway		2		8					10	$1,170
4.9	QA/QC Milestone Review of all Deliverables in Preliminary Design Phase		16							16	$2,320

ATTACHMENT C
CITY OF LUBBOCK, TEXAS
DESIGN AND ENGINEERING SERVICES
Erskine Street from Texas Tech Parkway to Indiana Avenue

ESTIMATE OF MAN-HOURS and TASKS
WORKSHEET 1

	HUGO REED AND ASSOCIATES, INC.										09-Dec-13
	Task	Principal In Charge	Engr. or Surveying Project Manager	Senior P.E.	P.E. / GIS Specialist	Researcher	Technician or Survey Crew Manager	Survey Crew	Clerical	Total Hours	Total Extension ($)
	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$150.00	$145.00	$140.00	$110.00	$75.00	$75.00	$175.00	$60.00		
4.10	**SCHEMATIC REVIEW SUBMITTALS**										
4.10.2	Address comments from 30%		4		4		32			40	$3,420
4.10.3	Address comments from 95%		2		2		8			12	$1,110
4.10.4	Schematic Design Review Meeting w/ TxDOT		2		2					4	$510
4.10.5	Address comments from TxDOT Lubbock District		1		1		4			6	$555
4.10.6	Address comments from Design Division		1		1		2			4	$405
4.10.7	Prepare City Schematic Submittals (Hydraulic Report and OPC)		16		8		32			56	$5,600
4.10.8	Prepare TXDOT Schematic Submittals (OPC, DSR, Form 1002 pg.3)		4		2		8			14	$1,400
	Task 4 - Preliminary Design (Schematic) Subtotal	6	223	0	417	4	150	79	16	895	$105,440
	Task 5 - Final Design										
5.1	**PROJECT MANAGEMENT**										
5.1.1	**Progress and Review Meetings**										
	1. Progress Meetings with COL (2)	12	12		12					36	$4,860
	2. Review Meeting (1) at 95% Submittal	3	3		3					9	$1,215
5.1.2	Site Visits (5)	1	1		3					5	$625
5.1.3	Coordinate with Prime and other Subconsultants		32		8					40	$5,520
5.1.4	Prepare and Send Progress Reports		10							10	$1,450
5.1.5	QA/QC 95% And 100% Submittals		8							8	$1,160
5.1.6	**Project Administration**										
	Prepare Project Correspondence and Invoicing Documents		10						10	20	$2,050
5.2	**ROADWAY**										
5.2.1	No Tasks										
5.2.2	Prepare Roadway Profile for Printing on Sheets		4		4		16			24	$2,220
5.2.3	N/A										
5.2.4	N/A										
5.2.5	N/A										
5.2.6	Prepare Appropriate Details to Support Design		8		4		16			28	$2,800
5.2.7	Compile Applicable COL Standard Details and Modify as Needed		4		2		8			14	$1,400
5.3	**DRAINAGE**										
5.3.1	**Plan Production**										
	1. Drainage Area Map		1		2		4			7	$665
	2. Hydrologic and Hydraulic Data Sheets		2		8		2			12	$1,320
	3. Drainage channel grading plan and Easement layout		4		16		16			36	$3,540
	4. Erosion Control Plans, Details, and SWPPP		8		8		32			48	$4,440
	5. Depth of Flow indications within ROW and comparison to corresponding Finish Floor elevations		4		32		32			68	$6,500
5.3.2	**Technical Specifications**										
	Provide Technical Specifications for erosion control methods and off-site earthwork		32							32	$4,640

ATTACHMENT C
CITY OF LUBBOCK, TEXAS
DESIGN AND ENGINEERING SERVICES
Erskine Street from Texas Tech Parkway to Indiana Avenue

ESTIMATE OF MAN-HOURS and TASKS
WORKSHEET 1

HUGO REED AND ASSOCIATES, INC.											09-Dec-13
	Task	Principal In Charge	Engr. or Surveying Project Manager	Senior P.E.	P.E. / GIS Specialist	Researcher	Technician or Survey Crew Manager	Survey Crew	Clerical	Total Hours	Total Extension ($)
	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$150.00	$145.00	$140.00	$110.00	$75.00	$75.00	$175.00	$60.00		
5.8	**FINAL DESIGN SUBMITTAL (95%)**										
5.8.1	Submit Sheets to KHA for inclusion in Review Set		1		2		2			5	$515
5.8.2	Submit Final Design Plans of all components for which HRA is responsible		2		8		8			18	$1,770
5.8.3	Incorporate Submittal review Comments		8		2					10	$1,380
5.8.4	Prepare 95% OPC		8							8	$1,160
5.9	**FINAL DESIGN SUBMITTAL (100%)**										
5.9.1	Submit Sheets to KHA for inclusion in Bid Set		2							2	$290
5.9.2	Prepare Final (100%) OPC		2							2	$290
5.9.3	Prepare Construction Duration Estimate		4							4	$580
5.9.4	Prepare General Notes, Special Specifications and Special Provisions		8							8	$1,160
5.10	**POST BID SUBMITTAL (100%)**										
5.10.1	Submit Sheets to KHA for inclusion in Construction Set		1				2			3	$295
	Task 5 - Final Design Subtotal	16	179	0	114	0	138	0	10	457	$51,845
	Task 6 - Public Outreach										
6.1	**Newsletter**										
6.1.1	Create Mailing list for Newsletter Distribution				16				16	32	$2,720
6.1.2	N/A										
6.1.3	Mail Newsletters								8	8	$480
	Task 6 - Public Outreach Subtotal	0	0	0	16	0	0	0	24	40	$3,200
	Task 7 - Bidding Phase										
7.1	**Assist with Bid Phase**										
7.1.1	Attend one (1) Pre-Bid Meeting	2	2							4	$590
7.1.2	Assist with preparing Addenda		1							1	$145
7.1.3	Attend one (1) Bid Opening	1	1							2	$295
	Task 7 - Bidding Phase Subtotal	3	4	0	0	0	0	0	0	7	$1,030
										0	$0
	Subtotal Hours	29	439	0	594	4	292	95	78	1531	
	HRA Basic Services - Preliminary and Final Design	$ 4,350	$ 63,655	$ -	$ 65,340	$ 300	$ 21,900	$ 16,625	$ 4,680		$176,850

THE RIOS GROUP

December 2, 2013

Mr. Kerry Miller, P.E.
Kimley-Horn and Associates, Inc
7021 Kewanee Avenue
Suite 8-101
Lubbock, TX 79424

RE: Subsurface Utility Engineering for
Erskine Street from Texas Tech Parkway to Indiana Avenue
Lubbock, TX

Dear Mr. Miller:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on our telephone conversations and information provided via email to TRG.

Introduction

TRG will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing records.
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Also known as "locating", this quality level provides precise three dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable "one call" agency, visually inspecting the work area for evidence of utilities; and reviewing the available utility record information.

Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. TRG personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, TRG is not responsible for designating and locating these "unknown" utilities.

Scope of Work

Based on information provided by Kimley-Horn and Associates (KHA), TRG has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with KHA's concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

The scope of work includes the following:

- QL "D" SUE
- QL "B" SUE along Erskine Street between Texas Tech Parkway and Indiana Avenue (Approximately 5,000 LF ROW to ROW excluding the intersections). The utilities anticipated along Erskine for this stretch of roadway include, but are not limited to telephone, water, and gas. Other utilities within the ROW include sanitary sewer, electric, fiber, and cable. The total estimated length of QL "B" is 17,000 LF.
- QL "A" SUE – Six test holes. TRG will collect electronic depths to help in determining test hole locations
- Survey for all SUE work

Designating Procedures

Prior to beginning field designating activities, TRG's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). Non-metallic/non-conductive utilities will be designated using other proven methods, such as rodding, and probing. Where access is available, a sonde will be inserted into the utility line (e.g. PVC gravity sewer pipe) to provide a medium for signal transmission, which can then be designated using geophysical equipment. In instances where access is not available, (e.g. pressurized PVC water line), TRG personnel will attempt to designate the utility by probing. TRG personnel will utilize vacuum excavation equipment outfitted with a high-pressure water lance to conduct probing. Probing will typically be conducted at 100-foot intervals; however, the probing interval may vary depending on the specific alignment of the utility. When using probing methods to designate, TRG will vacuum excavate test holes periodically to provide positive visual verification that the correct utility is being probed. Due to obvious inefficiencies, probing will not be attempted in paved areas.

TRG's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code.

Locating Procedures

TRG will utilize its utility designating marks and specific information provided by KHA to lay out the test hole locations. TRG will attempt to place the test holes outside of paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. TRG will establish routine/ordinary traffic control whenever required as part of our standard pricing. If non-routine traffic control measures are required, these services will be considered extra and will be invoiced at cost.

TRG will utilize non-destructive vacuum excavation equipment to excavate the test hole at the required location. Once the utilities are located, TRG will record the type, size, material, depth to top and general running direction. The test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. Test-hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to minimize settlement.

Deliverables

TRG will produce a SUE file depicting the type and horizontal location of the designated utilities and test holes. KHA will provide TRG survey control and a base map/topographic file in electronic format for use in preparing the SUE file. TRG will utilize its standard SUE line styles and symbology. A test hole summary sheet will also be provided.

Schedule

TRG can commence work within two weeks of receiving a notice to proceed (NTP). It is estimated that SUE QL"B" field work can be completed within 7 work days. Once the location of the QL "A" test holes have been determined, the QL "A" field work must be preceded by a One Call ticket and a mandatory 48-hour clearance period. Also, for test holes within the pavement, a city permit may be required. Once the permit and clearance period have been obtained, the QL "A" test holes are estimated to be completed within 4 work days. The final deliverable can be completed within 10 work days from receiving the survey data.

Estimated Fees
Itemized Fee Breakdown:

Job Administration (QL "D")			$1,500
QL "B" SUE	$1.25/LF	(17,000 LF)	$21,250
Survey	$1,750/Day	(3 days)	$5,250
QL "A" test holes (See table)			$7,500
Traffic Control (if needed)	$1,500/Day	(2 days)	$3,000
		Total	**$38,500**

Test Hole Depth	Unit Price				
	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity	Estimated Cost
0-4 ft.	$1,050.00	0	$850.00	0	-
4-8 ft.	$1,350.00	3	$1,150.00	3	$7,500.00
8-12 ft.	$1,650.00	0	$1,450.00	0	-
12-18 ft.	$2,500.00	0	$2,300.00	0	-
TOTALS		3		3	$7,500.00

TRG estimates to complete the work described within for **Thirty-Eight Thousand Five Hundred Dollars and 00/100 ($38,500.00)**. The test holes will be invoiced per the actual number and depth completed based on the table above. The QL "B" SUE will be invoiced for actual linear foot of designated utility and the traffic control only if it is needed.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 817-320-3969.

Sincerely,

The Rios Group, Inc.

Jessica L. Andrews
Project Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2013

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

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

PRODUCER	CONTACT NAME: Jerry Noyola
Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins. Co.	19445 A
INSURER B: Commerce & Industry Insurance	19410 A
INSURER C: New Hampshire Insurance Company	23841 A
INSURER D: Lexington Insurance Company	19437 A
INSURER E:	
INSURER F:	

INSURED
Kimley-Horn and Associates, Inc.
P.O. Box 33068

Raleigh NC 27636

COVERAGES **CERTIFICATE NUMBER:** 13-14 (Kimley Melanie) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC			GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 018112556	4/1/2013	4/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			016017332	12/1/2012	4/1/2014	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: RFQ 13-11504-TF - Design & Engineering of Erskine Street from Quaker Ave./Texas Tech Pkwy. to Indiana Ave. The City of Lubbock, its officers, employees & elected representatives are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date

CERTIFICATE HOLDER

City of Lubbock
City Engineer
P.O. Box 2000
Lubbock, TX 79457

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Collings/JERRY

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COMMENTS/REMARKS

thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below.

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City of Lubbock, TX
Purchasing and Contract Management
Insurance Requirement Affidavit

To Be Completed by Offeror And Attached to Submittal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this proposal. If this time requirement is not met, the City has the right to reject the Offeror's proposal and award the contract to another Proposer.

Offeror (Signature)	Offeror (Print)
Company Name (Print or Type)	
Company Address	
Greyling Insurance Brokerage/Matias Ormaza	
Name of Agent/Broker (Print or Type)	
450 Northridge Pkwy. Suite 102	Atlanta, GA 30350
Address of Agent/Broker	City. State, Zip:
770-552-4225	866-550-4082
Phone Number	Fax Number
matias.ormaza@greyling.com	
Email Address	

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverages. All copies of the Certificates of Insurance shall reference the RFQ or proposal number for which the insurance is being supplied.

If you have any questions concerning these requirements, please contact the Purchasing and Contract Management Department for the City of Lubbock at (806) 775-2572.

The Proposer must complete, sign and return as part of their submittal response.

RFQ 13-11504-TF Engineering Services for Design and Engineering of Erskine Street from Quaker Avenue/Texas Tech Parkway to Indiana Avenue

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92322
Capital Project Name:	Erskine Street Quaker Ave. to Indaina Ave.

		Budget
Encumbered/Expended		
City staff	$	1,795
Agenda Item February 27, 2014		
Kimley-Horn and Associates, Inc. - Design		669,800
Encumbered/Expended To Date		671,595
Estimated Costs for Remaining Appropriation		
City staff		8,000
Design/Environmental		120,405
Remaining Appropriation		128,405
Total Appropriation	** $	800,000

** A budget amendment is included on this agenda to include the TxDOT portion in the capital project.

Regular City Council Meeting **5. 8.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11710 with Utility Contractors of America, Inc. for the Slide Road water line extension, RFP 14-11710-TF.

Item Summary

This project will install 9,430 feet of 12-inch diameter C-900 PVC buried water pipe inside of Texas Department of Transportation (TxDOT) right-of-way along Slide Road between 98th Street and FM 1585. The water line will cross under Slide Road in several locations and require encasement and boring. The purpose of this project is to extend a 12-inch water line in the Slide Road Right of Way prior to the widening of Slide road by TxDOT on June 2014.

Six proposals were received and opened on February 4, 2014, from the following contractors:

Company	Amount
Utility Contractors of America, Inc. of Lubbock, TX	$701,510
MH Civil Constructors, Inc. of Amarillo, TX	774,781
L. Howard Construction, Inc. of Abernathy, TX	794,639
West Texas Utility Contractors, Inc. of Amarillo, TX	800,374
Deerwood Construction, Inc. of Lubbock, TX	797,997
Persons Service Company, LLC of Mobile, AL	883,880

An evaluation committee independently reviewed each proposal based on the following criteria: Price 60%, Contractor Qualifications 25%, Construction Time 10%, and Safety Record Questionnaire 5%. The proposals were ranked as follows:

Company	Points
Utility Contractors of America, Inc. of Lubbock, TX	98.8
MH Civil Constructors, Inc. of Amarillo, TX	90.6
L. Howard Construction, Inc. of Abernathy, TX	89.0
West Texas Utility Contractors, Inc. of Amarillo, TX	82.6
Deerwood Construction, Inc. of Lubbock, TX	81.4
Persons Service Company, LLC of Mobile, AL	71.5

The committee recommends the unit price contract be awarded to the highest ranked proposal, Utility Contractors of America, Inc. of Lubbock, TX, for the amount of $701,510. Time for completion is 80 consecutive calendar days with liquidated damages of $300 per consecutive calendar day.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Fiscal Impact

$3,922,000 is appropriated in Capital Improvement Project 91035, Water Lines Ahead of Street Paving, with $701,510 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Bid Form - UCA

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. 11710 for Slide Road water line extension, by and between the City of Lubbock and Utility Contractors of America, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Utility Contractors
February 10, 2014

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: February 4, 2014

PROJECT NUMBER: RFP 14-11710-TF Slide Road Water Line Extension

Proposal of Utility Contractors of America, 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 **Slide Road Water Line Extension** 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 Bid:

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	Mobilization - Contractor mobilization including move-in and move-out cost.	1	LS	20,000.00	20,000.00
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	1	LS	2,500.00	2,500.00
3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	7,500.00	7,500.00
4	Trench Safety - Complete and in place.	9480	LF	0.10	948.00
5	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid item.	50	LF	36.00	1,800.00

Offeror's Initials

REVISED

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
6	Furnish and install 12" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid item.	9430	LF	30.00	282,900.00
7	Furnish and install all required fittings as herein specified, including all equipment, tools, and labor to perform work.	10260	LBS	4.00	41,040.00
8	Furnish and install Fire Hydrant and reconnect as herein specified, including all equipment, tools, and labor to perform work.	11	EA	4,100.00	45,100.00
9	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	11	EA	1,000.00	11,000.00
10	Furnish and install 12" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	29	EA	2,800.00	81,200.00
11	Flowable backfill as approved, complete and in place per COL Specifications.	300	CY	58.00	17,400.00
12	Furnish and bore 24" steel encasement with spacers as herein specified, including all equipment, tools, and labor to perform work.	261	LF	315.00	82,215.00
12a	Furnish and install by open cut 24" steel encasement with spacers as herein specified, including all equipment, tools, and labor to perform work.	254	LF	144.00	36,576.00
13	Furnish and bore with no encasement under existing street and pavement as herein specified, including all equipment, tools, and labor to perform work.	403	LF	177.00	71,331.00
				Total Base Bid (Items 1-13):	701,510.00

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

PROPOSED DURATION

Number of days required for construction: **TOTAL CALENDAR DAYS:** 80

Offeror's Initials

REVISED

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **180** Calendar Days.

180 Consecutive Calendar Days thereafter stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$300** 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 **70** 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

REVISED

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of Five Percent Dollars ($ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 1/29/14
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: February 4, 2014

Authorized Signature

Ty Lane
(Printed or Typed Name)

Utility Contractors of America, Inc.
Company

5805 CR 7700
Address

Lubbock, Lubbock
City, County

TX, 79424
State Zip Code

Telephone: 806 - 863-2642
Fax: 806 - 863-4132
Email: projects@ucatexas.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

REVISED

By_____ Date: 2/4/14
Authorized Representative - must sign by hand

Officer Name and Title: Ty Lane, President
Please Print

Business Telephone Number (806) 863-2642 FAX: (806) 863-4132

E-mail Address: projects@ucatexas.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual:_____

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	91035
Capital Project Name:	Water Lines Ahead of Street Paving

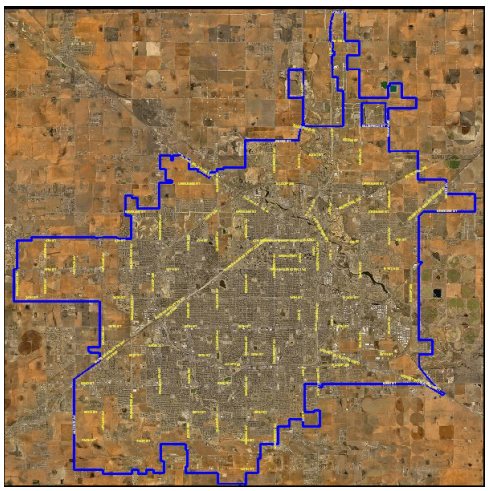
	Budget
Encumbered/Expended	
Sewer System Improvements	$ 45,396
Water System Improvements	2,364,404
City of Lubbock Staff Time - Design & Construction	221,751
Professional Services	8,717
Advertisement	673
Agenda Items: February 27, 2014	
Utility Contractors of America, Inc.	701,510
Encumbered/Expended To Date	3,342,451
Estimated Costs for Remaining Appropriation	
Water Line Construction	579,549
Remaining Appropriation	579,549
Total Appropriation	$ 3,922,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Relocate and install water lines ahead of municipal, county, and state paving projects and future development including but not limited to the Gateway Paving Projects.

Project Justification

The project is an annual water line installation program coordinated with street paving projects.

Project History

This is part of an annual water line installation program coordinated with street paving projects.

$375,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $263,000 in FY 2005-06, Ord. No. 2006-00077, July 10, 2006.
$300,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.
$1.1 million was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$360,000 was apropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$400,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $400,000 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$800,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	3,122,000	800,000	460,000	460,000	500,000	500,000	500,000	6,342,000
Total Project Appropriation	3,122,000	800,000	460,000	460,000	500,000	500,000	500,000	6,342,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2003 Tax and Waterworks Revenue CO's	112,000	0	0	0	0	0	0	112,000
FY 2007 10-year Tax Supported CO's	300,000	0	0	0	0	0	0	300,000
FY 2007 Water Revenue CO's	360,000	0	0	0	0	0	0	360,000
FY 2008 Water Revenue CO's	1,100,000	0	0	0	0	0	0	1,100,000
FY 2010 Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2014 Water Revenue CO's	0	800,000	0	0	0	0	0	800,000
FY 2015 Water Revenue CO's	0	0	460,000	0	0	0	0	460,000
FY 2016 Water Revenue CO's	0	0	0	460,000	0	0	0	460,000
FY 2017 Water Revenue CO's	0	0	0	0	500,000	0	0	500,000
FY 2018 Water Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2019 Water Revenue CO's	0	0	0	0	0	0	500,000	500,000
Total Funding Sources	3,122,000	800,000	460,000	460,000	500,000	500,000	500,000	6,342,000

Regular City Council Meeting **5. 9.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11259 with Kimley-Horn and Associates, Inc. for professional engineering services associated with the South Sanitary Sewer System Extension Phase II-A.

Item Summary

Over the past decades, the City has experienced significant growth on the south and southwest regions of the existing sewer collection system. Projected population growth in the sewershed has resulted in a need for additional conveyance capacity from South Lubbock to the Water Reclamation Plant. These improvements were recommended in the Wastewater Master Plan for the City of Lubbock completed in 2009. In April of 2013, the City of Lubbock entered into a contract with Kimley-Horn to perform a route and alignment study for a proposed gravity sewer main from Alcove Ave to Ave. P along the 130th St or FM 1585 corridor.

This Amendment 1 includes professional engineering services for preliminary and final design of the proposed South Lubbock Sanitary Sewer Expansion Phase II-A. The sanitary sewer main is proposed along University Ave from 98th Street to 130th Street and west along the 130th Street corridor to Quaker Ave. The contract Amendment also includes land acquisition services along the same route and extends to include easement acquisition through Milwaukee Avenune. Contract negotiations were conducted with Kimley-Horn and Associates, Inc. and fair and reasonable hourly rates were agreed for a total amount not to exceed $1,463,400.

Fiscal Impact

$3,000,000 is appropriated in Capital Improvement Project 92310, South Sanitary Sewer System Expansion Phase II, with $1,463,400 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E, Director of Public Works

Attachments

Resolution - Kimley Horn Amendment 1

Amendment 1 - Kimley Horn

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No.1 to that certain Agreement dated April 13, 2013 for professional services, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

ga:ccdocs/RES.Amend #1 Agrmt-Kimley Horn & Associates
February 7, 2014

AMENDMENT NUMBER _1_ TO THE AGREEMENT BETWEEN THE CITY OF LUBBOCK (CLIENT) AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED FEBRUARY 27, 2014 to the agreement between City of Lubbock, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated April 13, 2013 ("the Agreement") concerning South Lubbock Sanitary Sewer System Extension Phase I (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. Amendment No. 1 extends the Agreement an additional 630 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:	CONSULTANT:
CITY OF LUBBOCK	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____ Glen C. Robertson	By: _____ Jeff James, P.E.
Title: Mayor	Title: Senior Vice President
Date: _____	Date: 2/4/14

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

_____
Wood Franklin, P.E., City Engineer

Rev. 11-08

Exhibit A to Amendment Number 1,
dated February 27, 2014.

Project Understanding

Amendment Number 1 is for Preliminary and Final Design for Bid Package A of Route A identified in the South Lubbock Sanitary Sewer System Extension, Phase 2 Routing and Alignment Study. The limits of Bid Package A are from the intersection of 98th Street and University Drive to FM 1585 and Quaker Avenue, as shown in Exhibit 1. This amendment also includes land acquisition services from the end of Bid Package A to Milwaukee Avenue.

Consultant shall perform the following Professional Services:

Task 1 – Project Management

1) Project Management

   a) Project Communication/Administration
      i) Prepare for and conduct monthly progress meetings to monitor the development of the project. Eight (8) total meetings anticipated (4 of which will be in Lubbock).
      ii) Prepare and e-mail monthly progress reports to the project team (City, subconsultants (as necessary), and KHA Staff).
      iii) Prepare project correspondence and invoicing documents.
      iv) Coordination with Hugo Reed and City regarding Land Acquisition
         (1) From University to Quaker
            (a) one (1) meeting a month for the first four months.
            (b) one (1) meeting a week for the last four months.
         (2) From Quaker to Milwaukee
            (a) An additional two (2) meetings a month for six months are anticipated.

Task 2 - Preliminary Design

1) Preparation of the preliminary sanitary sewer alignment

   a) Prepare preliminary plan and profile from 98th Street and University to FM 1585 and Quaker Ave (electronic roll plot format, 1"=40'H and 1"=4' V scale). Items to be included:

      i) Plan:
         (1) Control data
         (2) Existing / proposed right-of-way and easements
         (3) Existing topography
         (4) Existing pavement
         (5) Proposed centerline alignment
         (6) Existing trees
         (7) Existing driveway locations
         (8) Existing storm drain and culvert locations
         (9) Existing water and sanitary sewer lines
         (10) Existing franchise utility locations (based upon SUE information)

ii) Profile:
(1) Existing ground profile
(2) Proposed vertical alignment

2) Traffic Control Plans

a) Develop initial construction sequence plan views showing:
i) Travel lanes and construction areas for each phase of construction
ii) Temporary signing and striping, barricades, and other channelization devices
iii) Narrative of the suggested sequence of construction
iv) Vehicle and pedestrian detour routing during construction (if applicable)

3) Franchise Utility Coordination

a) Data Collection and Research
i) Send notification letter with project limits delineated to franchise utility companies. Gather existing franchise utility information. (5 companies are anticipated; AT&T, LP&L, Atmos, Sudden Link, and NTS)
ii) Prepare exhibit that indicates franchise utility locations based upon SUE.
iii) Coordinate possible conflicts due to vertical alignment of sanitary sewer line with SUE for additional data acquisition.
iv) Prepare exhibit indicating franchise utility information based upon vertical information obtained from SUE survey.

b) Coordination Meetings
i) Coordination meeting with franchise utility companies to discuss any known potential conflicts and any future plans to extend franchise utility lines prior to sanitary sewer construction. (2 meetings per company; 1 of which will be in Lubbock)
ii) Coordination meetings with franchise utility companies to discuss schedule and progress of relocations. (3 meetings per company, 1 of which will be in Lubbock)

4) Geotechnical

a) Subsurface Exploration

i) Ten (10) bores will be taken to a depth ranging from 10 to 40 feet below existing grade to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters.

ii) Soil samples obtained from the test borings will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.

b) Laboratory Services

i) Samples will be transported to the CMT laboratory where they will be examined and visually classified by a CMT Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140

c) Engineering Services

i) Laboratory test results will be used to classify the soils according to the AASHTO soil classification. CMT will also determine the soil and groundwater conditions relative to utility installation.

ii) Prepare a geotechnical report that presents the results of the field and laboratory data as well as analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes only.

5) Subsurface Utility Engineering (SUE)

a) SUE work required for this project will be performed in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
   i) Quality Level D (QL"D") – Information derived from existing records;
   ii) Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
   iii) Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the approximate horizontal position of subsurface utilities within approximately one foot.
   iv) Quality Level A (QL"A") – Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

b) The due-diligence provided for this project will consist of reviewing "As-Built" documents available from the City and utility owners. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. The defined work area will be scanned using electronic prospecting equipment to search for "unknown utilities". Locating and designating these "unknown" utilities outside of the immediate route area is not included in this work.

c) Once the QL"B", designating, has been completed, QL"A" locations will be located, as required for final design.

d) For purposes of this proposal, it has been assumed that 55,000 linear feet of utilities will be designated by QL "B" and a total of fifteen (15) test holes will be required (10 holes 0'-4' deep, 3 holes 4'-8' deep, and 2 holes 8'-12' deep).

e) Upon receipt of the processed survey data, a preliminary review of the data will be performed to check for completeness and accuracy.

f) Once this preliminary review is complete the required SUE deliverables will be prepared which include plan sheets that are signed and sealed.

g) Preliminary field sketches depicting the designated utilities will be prepared for use during subsequent surveying activities. These sketches will also be used to check the survey information for completeness and accuracy.

h) Utility designating marks will be utilized to layout the test-hole locations.

i) When test holes are required under pavement, a 10" core drill will be used to prevent spawling. The test hole will be backfilled with clean, dry backfill and finished with like material, concrete or asphalt.

j) Non-destructive vacuum excavation equipment will be used to excavate test holes at the required locations. Once each utility is located, the utility type, size, material, depth to top, and general direction will be recorded. Each test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. The test-hole ID number and other pertinent utility information will be placed at each test-hole location. Test-hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to prevent future settlement.

k) SUE plans depicting the type and horizontal location of the designated utilities will be prepared. The size of each utility will also be presented on the SUE plans where test-holes have been completed. Where no test-holes have been completed, the size and material type will be provided only if the information is indicated on available record drawings.

l) A summary sheet containing test hole field notes will be produced. A test hole data form will be prepared for each test hole following receipt of coordinate and elevation information from the surveyor. SUE plans depicting designated utility information will be revised to include test hole locations.

6) Survey

a) Data Collection and Property Research

i) Gather existing plat information

ii) Collect property owner and record information

iii) Gather existing right-of-way and easement information

iv) Prepare and distribute right-of-entry letters to adjacent landowners
(1) Right-of-entry letter will be printed on City of Lubbock letterhead (provided by City)

b) Design Survey

i) The limits of the detailed design survey will be from 98th and University to FM 1585 and Quaker as shown on the attached exhibits. The survey will include the proposed alignment and easement (temporary and permanent) plus an additional 50 feet.

ii) Establish control monuments (3 per mile) with aluminum caps set in concrete with static GPS based on approval from City of Lubbock (this work will be to Milwaukee Ave.).

iii) Establish a vertical control for monuments using digital level and City of Lubbock control on NAVD 88/NAD 83 (this work will be to Milwaukee Ave.).

iv) Perform a field survey to identify and locate existing topographic elements within the sanitary sewer alignment including, but not limited to the following:
(1) Property corner monuments
(2) Existing pavement, curbs, sidewalks, barrier free ramps, etc.
(3) Roadway and lane striping
(4) Driveways
(5) Existing culvert sizes and invert elevations
(6) Existing driveways and swales
(7) Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
(8) Traffic signal poles, cabinets, and other signal equipment
(9) Signs (excluding temporary signs)
(10) Trees, including species and caliper Buildings and permanent structures
(11) Retaining walls
(12) Fence limits and material types (excluding temporary fences)
(13) Other applicable physical features that could impact design

v) Prepare a right-of-way / easement base map
(1) The right-of-way / easement base map shall be contained on standard size plan sheets (22"x34") at a scale not smaller than 1" = 30', shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
(a) Summary sheet listing all parcels to be acquired, property owners, gross area of property, square footage and type of easements, net area of property after

acquisition, a column for volume and page of filing, and current volume and page

(b) Corners of all parcels tied to the centerline
(c) Location of all existing property pins
(d) Location of all new property pins
(e) Parcel number
(f) Area required
(g) Area remaining
(h) Current owner
(i) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies

vi) Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way base map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

7) Prepare a horizontal alignment only for the extension of the sanitary sewer line from FM 1585 and Quaker Ave. to FM 1585 and Milwaukee Ave for property acquisition services.

8) Preliminary Design Submittal (30%)

a) Review Meeting

i) Engineer will attend a review meeting with City staff in Lubbock and conduct an electronic review. Review comments will be recorded during this meeting and distributed to members of the design team and the City. This review shall include the following:

(1) Plan and profile of proposed preliminary alignment

(2) CAD drawing in Civil 3-D format showing the following:
(a) Existing utility lines near proposed alignment
(b) Conflict analysis of existing utilities and proposed alignment
(c) Proposed connection location for selected route from approved routing and alignment report
(d) Preliminary size and location of proposed junction structure(s)

(3) Preliminary opinion of probable construction cost

(4) Address City review comments

Task 3 - Final Design

1) Plans

   a) Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x 34" plan and profile sheets at 1"=40'. The Consultant anticipates preparing approximately 40-60 plan sheets. The Consultant will provide the following information on the plan sheets:
      i) Civil sheets
         (1) Cover
         (2) General project notes
         (3) Horizontal and vertical control
         (4) Bypass pumping plan
         (5) Plan view
         (6) Profiles
         (7) Erosion control plan
         (8) Traffic control plan
         (9) Pavement plan and profile (County section only)
         (10) Pavement repair details
         (11) Miscellaneous details

2) Contract Documents

   a) Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Client's Standard Contract documents. The Client's requirements for Public Works Construction will govern all other specifications.

3) Permitting

   a) Submit plans and specifications to TCEQ for review.

   b) Assist Client with TxDOT and County permit application by providing required documentation.

4) Coordinate with Lubbock County on pavement repair details and traffic control plans, as required.

5) Perform up to five (5) site visits with City Staff to verify existing conditions and proposed design components.

6) Submit to the Client 60% complete plans, specifications, contract documents, and OPCC for review and comments.

7) Make revisions based on the Client's review of the 60% submittal.

8) Submit to the Client 95% complete plans, specifications, contract documents, and OPCC for review and comments.

9) Make revisions based on the Client's review of the 95% submittal.

Meetings:

1) Meet with Client to present 60% complete plans, specifications, contract documents and an OPCC for this phase of the project.

2) Meet with Client to present 95% complete plans, specifications, contract documents and an OPCC for this phase of the project.

3) Meet with TxDOT once to coordinate utility permit application documentation.

4) Meet with Lubbock County.

Deliverables:

1) Three (3) copies of 60% complete plans, specifications, contract documents and an OPCC for review and comment.

2) Three (3) copies of 95% complete plans, specifications, contract documents and an OPCC for review and comment

3) Three (3) copies of final plans, contract documents and OPCC

4) Four (4) copies of review plans for TxDOT permit application

5) Four (4) copies of railroad permit and review plans

Services/Deliverables provided by Client:

1) Submit TxDOT permit

2) Review and comment on each submittal.

Task 4 – Land Acquisition Services

Provide services necessary to acquire rights-of-way in a form acceptable to the Client. Services will be provided in accordance with HB 1495 – The Land Owner's Bill of Rights. The limits of the land acquisition will be from 98th Street and University to FM 1585 and Milwaukee Avenue (45 parcels are anticipated for land acquisition). Major tasks for land acquisition services and rights-of-way will include the following items.

1) Appraisals - Prepare written appraisals for each parcel to be acquired. Each appraisal will be reviewed for accuracy. The appraisals will be submitted to the Client with recommendations for just compensation for each parcel. Two valuations for each parcel will be provided. One valuation will be prepared representing preconstruction conditions and one valuation representing post-construction conditions.

2) Property costs and pricing - Preliminary valuations of properties will be developed. The preliminary valuations will assist in developing parameters for the land acquisition services. The offering price for the properties will be established based on the preliminary valuations

and in consultation with the Client. A value to be used for negotiation will be determined and a range of authority defined for Consultant by the Client.

3) Document preparation - Consultant will be responsible for surveys, legal descriptions, and parcel plats required for the acquisition of the necessary rights-of-way. The necessary legal documents will be filed at the Lubbock County Courthouse for acquisition of the necessary rights-of-way. The right-of-way documents will be submitted to the Client for review.

4) Title information - Title Policies will be purchased based on the Texas Title Insurance Premium Rates effective at the time of purchase. A premium rate table is attached. Consultant will prepare the necessary title examinations to research and retrieve deeds for affected parcels. Information from the title examination including land owner name, a copy of the warranty deed, and a description of the necessary easement affecting the property will be provided to the Client. A copy of the Title Commitment for each property, including a review of liens or other exceptions, will be provided to the Client. A determination as to the acceptability of the exceptions will be the responsibility of the Client. Any actions required to clear title are outside this scope of services and will be negotiated as additional services if necessary.

5) Negotiation - Consultant will provide services relating to right-of-way acquisition. Permission from land owners of affected parcels will be obtained and signed documentation provided to others requiring access to the subject tracts to fulfill specific contractual obligations. If necessary, negotiations for compensation for right-of-entry will be conducted in consultation with the Client. A good faith effort will be made to obtain the necessary rights-of-way through the negotiation process, which will generally consist of no less than three contacts with the property owner or authorized representative. Generally, no more than five contacts will be necessary to either reach an agreement or determine if further negotiations would be non-productive and eminent domain actions necessary. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arises, which make it expedient, travel outside of the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the Client. If such travel is authorized the expenses involved including the agents time will be considered as additional services. The initial offer made to the property owner will be based on the value approved as previously discussed in No. 1 and 2 above. All counter-offers by the property owner along with recommendations will be presented to the Client for their consideration. Meetings will be held with appropriate Client staff or the City Council as necessary to present negotiation information. Meetings with the City Council will be held as scheduled for regular and special sessions. The Client must approve such counter offers prior to authorizing any requested changes. All monetary offers made to the property owners will be within the limits authorized by the Client in the various stages of the negotiation. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, a Memorandum of Agreement (M/A) executed by the property owner will be forwarded to the Client for ratification. This M/A will set forth the compensation and any other terms and conditions agreed upon. The Client will be responsible for obtaining the ratification and for returning the ratified M/A. The document will then be signed and recorded at the Lubbock County Courthouse. The payment to the property owner and the closing procedures will be in compliance with the procedures defined in No. 7, Closing Procedures, below. In the event these good faith efforts fail to produce a satisfactorily negotiated agreement, Consultant will recommend the Client use the power of Eminent Domain to acquire the right-of-way. Services for this task will be compensated on a per man day not-to-exceed basis. Services

relating to actions involving Eminent Domain are not included in this scope of services and must be authorized by the Client as additional services.

6) Title review for oil and gas leases and severed mineral rights - A review of the Title Commitment will be performed to ascertain if any outstanding oil and gas leases are effective and valid for each parcel. Consultant will also review Title Commitment in an attempt to discover whether property has all minerals severed. Consultant will notify the Client of such situations and work with the Client to minimize liability or exposure.

7) Closing procedures - Consultant will coordinate contacts with the Client and Title Company to deliver payments to the property owner and record the documents. The documents will be returned to the Client after recording at the Lubbock County Courthouse.

Additional Services

1) Additional services to be performed if authorized by the City, but which are not included in the above-described Scope of Services, are as follows:
   a) Land acquisition for more than the identified parcels in the scope of services.
   b) Bid Phase Services.
   c) Construction phase services and/or resident project representative services.
   d) Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Engineer will assist the City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
   e) Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
   f) Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
   g) Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
   h) Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
   i) Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
   j) Additional meetings beyond those identified in the Scope of Services.
   k) Preparation for and attendance to public meetings to discuss the project.
   l) Any services not listed in the Scope of Services.

Schedule

Engineer will provide the Services as expeditiously as practicable to meet the described schedule.

1) Preliminary Design, Final Design, Design Survey, and Land Acquisition from University to Quaker – 8 months upon Notice to Proceed
2) Land Acquisition from Quaker to Milwaukee – 14 months upon Notice to Proceed.

Fee and Billing

Engineer will provide the **Reimbursable Tasks** identified in the Scope of Services and shown in the Table below on a labor fee plus expense basis total, not to exceed the amount shown below for the reimbursable tasks, which includes all reimbursable expenses. The not to exceed amount will not be exceeded without the client's prior written approval and amendment of this Agreement. The reimbursable fee breakdowns below are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. Engineer reserves the right to reallocate the reimbursable budget among tasks as determined necessary by Engineer. Labor fees will be billed according to the rate schedule shown in the Agreement. Direct reimbursable expenses including express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project will be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at $10.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Payment of all fees will be due within 30 days of your receipt of the invoice.

Task:		Task Fee:
1.	Project Management	$72,500
2.	Preliminary Design	$205,900
3.	Final Design	$405,800
4.	Design Survey – Hugo Reed	$214,500
5.	Land Acquisition – Hugo Reed	$431,700
6.	Geotechnical Engineering – CMT	$13,600
7.	Subsurface Utility Engineering – Rios Group	$119,400
Total Reimbursable Fee:		**$1,463,400**

ATTACHMENT B
CURRENT HOURLY RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	$195 - $225
Senior Professional II	$155 - $200
Professional	$115 - $150
Analyst	$95 - $105
Designer	$130 - $145
Technical Support	$75 - $105
Clerical/Administrative Support	$60 - $105

The rates listed above are applicable for up to 24 months after the date of execution of this Agreement.

Kimley-Horn and Associates, Inc.

ATTACHMENT C1

Budget Summary

Date: Feb 4, 2014

Project Workplan Budget

General Project Information	
Client:	**City of Lubbock**
Project:	**S. Lubbock SS Ext Ph.2 BPA**
KHA No.	**063126011**
PM:	**Jeff James**

Fee Information			
Fee Type:	**CP**	○ Fix. Mult.	
Expense Mult:	**1.10**	◉ Schedule:	**LBB**
Allocation:	**6.0%**		

Task Budget Summary

No.	Task Name	Hours	Labor	Expenses (Task 700)	Allocation (Task 888)	Subtotal
100	Project Management	*385*	$ 61,600	$ 7,200	$ 3,700	$ 72,500
200	Preliminary Design	*1,308*	$ 179,700	$ 15,400	$ 10,800	$ 205,900
300	Final Design	*2,728*	$ 370,300	$ 13,200	$ 22,300	$ 405,800
	TOTALS:	***4,421***	**$ 611,600**	**$ 35,800**	**$ 36,800**	**$ 684,200**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
710	Design Survey - Hugo Reed	$ 194,911	1.10	**$ 214,500**
720	Land Acquisition - Hugo Reed	$ 392,450	1.10	**$ 431,700**
730	Geotech - CMT	$ 12,282	1.10	**$ 13,600**
740	SUE - Gorrondona	$ 108,500	1.10	**$ 119,400**
	TOTALS:	**$ 708,143**		**$ 779,200**

Project Budget Summary		
Labor:	**$**	**611,600**
Expenses:	**$**	**851,800**
TOTAL:	**$**	**1,463,400**

Kimley-Horn and Associates, Inc.

ATTACHMENT C1

Project Workplan Budget

Date: February 4, 2014

General Project Information	
Client:	City of Lubbock
Project:	S. Lubbock SS Ext Ph.2 BPA
KHA No:	063126011
PM:	Jeff James

Task Effort Summary		
Labor:	$	61,600
Expenses:	$	7,200
Allocation:	$	3,700
TOTAL:	$	72,500

Task Information	
Number:	100
Name:	Project Management
Task Mgr:	Aaron Rader

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Support Staff ($85/hr.) N5								Subtotal (Hrs)	Expenses ($)
8 monthly progress meetings														
4 conference call meetings		12	12										24	
4 meetings in Lubbock		32	32										64	$6,000
Document for meetings				8	16								24	$500
Coordinate with subconsultants		15	30										45	
Prepare weekly progress reports		8	8		16								32	
Electronic file setup				8	10								18	
Project Administration														
Correspondence			14		8								22	
Invoicing		4	8		16								28	
Coordination with Hugo Reed and City														
on land/easement acquisition items														
From University to Quaker														
(1) meeting a month for 4 months		8	8										16	
(1) meeting a week for 4 months		32	32										64	
From Quaker to Milwaukee														
(2) meetings a month or 6 months		24	24										48	
Subtotals:		135	168	16	66								385	$6,500

Kimley-Horn and Associates, Inc.

ATTACHMENT C1

Project Workplan Budget

Date: February 4, 2014

General Project Information	
Client:	City of Lubbock
Project:	S. Lubbock SS Ext Ph.2 BPA
KHA No:	063126011
PM:	Jeff James

Task Effort Summary	
Labor:	$ 179,700
Expenses:	$ 15,400
Allocation:	$ 10,800
TOTAL:	$ 205,900

Task Information	
Number:	200
Name:	Preliminary Design
Task Mgr:	Aaron Rader

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Support Staff ($85/hr.) N5								Subtotal (Hrs)	Expenses ($)
Reduce survey data			20	80									100	
Coordination with surveyor			10	20									30	
Coordination with SUE provider			10	20									30	
Confirm survey data			9	9									18	$3,000
Prepare preliminary plan and profile														
Control data			2	4									6	
Exist/prop. ROW and easements			10	20									30	
Existing topography			15	40									55	
Existing storm system			2	5									7	
Existing utilities (wtr, swr, franchise)			20	40									60	
Proposed plan view		10	30	60									100	
Proposed profile		10	30	60									100	
Existing ground profile		6	15	30									51	
Horiz. alignment from Quaker to Milwaukee for property acquisition		10	20	40									70	
Traffic control plans														
Construction sequence plan		5	20	40									65	
Detour routing		5	10	25									40	
Franchise Utility Coordination														
Data Collection														
Send notification letter			5		20								25	
Location exhibit			10	30									40	
Horiz & Vert conflict analysis/exhibit			20	40									60	
Coordination														
Information gathering meetings (10)		40	40										80	$3,000
Schedule/Progress meetings (15)		60	60										120	$3,000
Coordinate with TxDOT on permitting req.		8	8										16	$1,500
Coordinate with County on permitting req.		8	8										16	$1,500
Coordinate with contractors for cost and constructability issues		4	8										12	
Prepare OPCC			10	30	20								60	
QA/QC		20											20	
Address QA/QC comments			5	20									25	
Preliminary Design Submittal														
(1) Meeting at Lubbock		8	8	8									24	$1,500
Prep for meeting				9	9								18	$500
Address comments			10	20									30	
Subtotals:		194	415	650	49								1308	$14,000

Kimley-Horn and Associates, Inc.

ATTACHMENT C1

Project Workplan Budget

Date: February 4, 2014

General Project Information	
Client:	City of Lubbock
Project:	S. Lubbock SS Ext Ph.2 BPA
KHA No:	063126011
PM:	Jeff James

Task Effort Summary	
Labor:	$ 370,300
Expenses:	$ 13,200
Allocation:	$ 22,300
TOTAL:	$ 405,800

Task Information	
Number:	300
Name:	Final Design
Task Mgr:	Aaron Rader

Task Description and Budgeting

Task Descriptions:	GLC:	Principal ($215/hr.) P8	Licensed Prof ($150/hr.) P5	Analyst ($110/hr.) P3	Support Staff ($85/hr.) N5								Subtotal (Hrs)	Expenses ($)
Plan Sheets														
General Sheets (Cover, Control, etc.)			4	10									14	
General Project Notes		2	5	10									17	
Bypass Pumping Plan		2	20	40									62	
Plan and Profile (60 sheets)		180	480	720									1380	
Traffic Control Plan sheets (15 sheets)			100	200									300	
Errosion Control plan			10	30									40	
Roadway Plan and Profile (5 sheets)			40	80									120	
Pavement repair details			30	60									90	
Details			20	40									60	
Contract Documents														
Proposal Form			20	40	10								70	
Technical Specifications		30	60		20								110	
Permitting (TxDOT, County, TCEQ)			20	40									60	
Site Visits (5 visits)		50	50	20									120	$7,500
QA/QC Review / Comment Pick-up		40	40	80									160	
60% and 95% Plan Submittal Meeting		20	20	20									60	$3,000
Deliverables														
60% Plans			5	10	5								20	$500
95% Plans			5	10	5								20	$500
Final Plans			5	10	10								25	$500
Subtotals:		324	934	1420	50								2728	$12,000

HUGO REED AND ASSOCIATES
MAN HOUR BREAKDOWN
SOUTH LUBBOCK SANITARY SEWER EXTENSION, PHASE 2

	Task	Prin. In Charge	Proj Manager	Reg. Prof. Land Surveyor	Sr. P.E.	P.E.	EIT	Tech. or Survey Crew Mgr.	Draf CADD	Survey Crew	Total Hours	Total Exten ($)
	Rates:	$ 150.00	$ 145.00	$ 110.00	$ 140.00	$ 110.00	$ 90.00	$ 75.00	$ 75.00	$ 175.00	#	$
	Task 1 - Project Management											
	Task 1 - Project Man. Subtotal Hours/Costs											
	Task	Prin. In Charge	Proj Manager	Reg. Prof. Land Surveyor	Sr. P.E.	P.E.	EIT	Tech. or Survey Crew Mgr.	Draf CADD	Survey Crew	Total Hours	Total Exten ($)
	Rates:	$ 150.00	$ 145.00	$ 110.00	$ 140.00	$ 110.00	$ 90.00	$ 75.00	$ 75.00	$ 175.00	#	$
	Task 2 - Surveying											
A	Establish Project Horizontal and Vertical Control (to Milwaukee Avenue)	1	4	8				12		40	65	$ 9,510.00
B	Locate Section Corners to Establish Alignments (to Milwaukee Avenue)		8	12				20		80	120	$ 17,980.00
C	Set Permanent Control Monuments (Approx. 3 Monuments/Mile, to Quaker Avenue)	1	4	8				4	8	50	75	$ 11,260.00
D	Establish Existing Rights-of-Way (to Milwaukee Avenue)		4	12				20		80	116	$ 17,400.00
E	Develop Right-of-Way Basemap (to Milwaukee Avenue)	2	12	20				20	180		234	$ 19,240.00
F	Detailed Survey of 98th Street and University Avenue Intersection		1	2				2	16	16	37	$ 4,515.00
G	Detailed Survey of University Avenue and 114th Street Intersection		1	2				2	8	8	21	$ 2,515.00
H	Detailed Survey of University Avenue and FM 1585 Intersection		2	4				4	16	16	42	$ 5,030.00
I	Detailed Survey of FM 1585 and Indiana Avenue Intersection		2	4				4	16	16	42	$ 5,030.00
J	Detailed Survey of FM 1585 and Quaker Avenue Intersection		2	4				4	16	16	42	$ 5,030.00
K	Topographic/Improvement Survey of Route along University Avenue Corridor from 98th Street to FM 1585 and Alternate Route (Approx. 100 ft Cross Sections, Primary and Alternate Route)		1	6				12	32	32	83	$ 9,705.00
L	Topographic/Improvements Survey of Route North of and Parallel to FM 1585 (Approx. 100 ft Cross Sections, North of North Edge of Paving in FM 1585, Primary and Alternate Route)		1	6				12	32	32	83	$ 9,705.00
M	Topographic/Improvements Survey of Route from FM 1585 and Indiana Avenue, South along Indiana Avenue Corridor approximately One-Half Mile (Approx. 100 ft Cross Sections)		1	4				8	24	24	61	$ 7,185.00
N	Topographic/Improvement Survey of Route Approx. One-Half Mile South of FM 1585 (Across Kelsey Park) from Indiana Avenue to Quaker Avenue (Approx. 100 ft Cross Sections)		1	6				12	40	40	99	$ 11,705.00
O	Topographic/Improvements Survey of Route from Approximately One-Half Mile South of FM 1585 North Along Quaker Avenue Corridor to FM 1585 (Approx. 100 ft Cross Sections)		1	4				8	24	24	61	$ 7,185.00
P	Locate Surface Evidence of Existing Utilities Including Manholes with Inverts, Water Valves, Gas Valves, etc. (Does Not Include Data Collection for Utilitites Located by SUE, to Quaker Avenue)		4	4				8	8	16	40	$ 5,020.00
Q	Locate Geotechnical Test Holes		2	8				2	8	12	32	$ 4,020.00
R	Locate Monitoring Wells (Assume 10 Monitoring Wells)		1	4				2	4	16	27	$ 3,835.00
S	Develop 3-D Terrain Model of Project Corridor for Design		8				4	8	120		140	$ 11,120.00
T	Document Research			24				80			104	$ 8,640.00
U	Party Chief, Office Calculations, Record Keeping							40			40	$ 3,000.00
V	RPLS, Supervision, Data Processing, Calculations and Record Keeping			60							60	$ 6,600.00
W	Expenses											$ 23,391.00
	Task 2 - Surveying Subtotal Hours/Costs										1624	$ 208,621.00

HUGO REED AND ASSOCIATES
MAN HOUR BREAKDOWN
SOUTH LUBBOCK SANITARY SEWER EXTENSION, PHASE 2

	Task	Prin. In Charge	Prog Manager	Proj Manager	Sr. P.E.	Prof Engr	EIT	Tech. or Design	Draf CADD	Clerical	Total Hours	Total Exten ($)
	Rates:	$ 150.00	$ 145.00	$ 110.00	$ 140.00	$ 110.00	$ 90.00	$ 75.00	$ 75.00	$ 175.00	#	$
	Task 3 - Utility Location and Accommodation											
	Task 3 - Utility Subtotal Hours/Costs											

	Task	Prin. In Charge	Prog Manager	Proj Manager	Sr. P.E.	Prof Engr	EIT	Tech. or Design	Draf CADD	Clerical	Total Hours	Total Exten ($)
	Rates:	$ 150.00	$ 145.00	$ 110.00	$ 140.00	$ 110.00	$ 90.00	$ 75.00	$ 75.00	$ 175.00	#	$
	Task 4 - Water and Sanitary Sewer Design											
AG	Attend Monthly Project Meetings (Assume One per Month for Three Months)		6		6							$ 1,710.00
B	Attend Review Meetings - 30% Review Meeting	4	4									$ 1,180.00
C	Internal QA/QC prior to submittals	4			8							$ 1,720.00
D	Collect As-built Construction Plans		4		8							$ 1,700.00
E	Project Site Visits				8							$ 1,120.00
F	Attend Design Kickoff Meeting	2	2									$ 590.00
G	Attend Utility Coord. Meetings	2	2									$ 590.00
H	Design and Construction Documents	8			24							$ 4,560.00
I	Preliminary Alignment	2	4		16							$ 3,120.00
J	Expenses											$ -
	Task 4 - Water and San Swr Subtotal Hours / Costs											$ 16,290.00

	Task	Prin. In Charge	Prog Manager	Proj Manager	Sr. P.E.	Prof Engr	EIT	Tech. or Design	Draf CADD	Clerical	Total Hours	Total Exten ($)
	Rates:	$	$	$	$	$	$	$	$	$	#	$
	Task 5 - Design and Construction Documents											
	Task 5 - Design and CDs Subtotal Hours/Costs											

	Task	Prin. In Charge	Prog Manager	Proj Manager	Sr. P.E.	Prof Engr	EIT	Tech. or Design	Draf CADD	Clerical	Total Hours	Total Exten ($)
	Rates:	$	$	$	$	$	$	$	$	$	#	$
	Task 6 - Bid Phase Services											
	Task 6 - Bid Phase Services Subtotal Hours/Costs											
	Task 7 - Analysis											
	Task 7 - Analysis Subtotal Hours/Costs											
	Subtotal Hours and Cost											
	Subtotal Labor & Basic Services											$ 224,911.00
	Previous Contract Balance Not Expensed											$ 30,000.00
	Net Subtotal Labor & Basic Services											$ 194,911.00

SCOPE OF SERVICES
SOUTH LUBBOCK SANITARY SEWER EXTENSION PHASE II
LAND ACQUISITION SERVICES
23-Jan-14

TASK	DESCRIPTION	HRA Man Day $1,200.00	HRA Crew Day $1,440.00	HAC Man Day $1,000.00	CTHG Man Day $1,600.00	WTTC Per Parcel $1,075.00	DWH Man Day $800.00	Fee
1	**APPRAISAL**							
	Harris Appraisal Company, Inc.			51				$51,000.00
2	**PROPERTY COSTS AND PRICING**							
	Harris Appraisal Company, Inc.			9				$9,000.00
3	**DOCUMENTATION PREPARATION**							
	Hugo Reed and Associates, Inc.	40	35					$98,400.00
	Craig, Terrill, Hale & Grantham, LLP				10			$16,000.00
4	**TITLE INFORMATION AND CLOSING PROCEEDURES**							
	West Texas Title Company, Inc.*					30		$32,250.00
	Collection of title insurance premium**							TBD**
5	**NEGOTIATION**							
	Dee W. Hart, Jr.						105	$84,000.00
6	**TITLE REVIEW FOR OIL & GAS LEASES AND SEVERED MINERAL RIGHTS**							
	Craig, Terrill, Hale & Grantham, LLP				6			$9,600.00
7	**PROJECT MANAGEMENT**							
	Hugo Reed and Associates, Inc.	60						$72,000.00
	Harris Appraisal Company, Inc.			9				$9,000.00
	Craig, Terrill, Hale & Grantham, LLP				2			$3,200.00
	Dee W. Hart, Jr.						10	$8,000.00
8	**CONDEMNATION - ADDITIONAL SERVICES**							
Fee		$120,000.00	$50,400.00	$69,000.00	$28,800.00	$32,250.00	$92,000.00	**$392,450.00**

Tasking is based on 30 parcels for preliminary design route from University Ave. to Milwaukee Ave.
Should a change in route be required or should additional parcels be identified, an amendment to this agreement for out of scope services will be required.
*Includes (1) tax certificates; (2) recording; (3) regular or certified copies; (4) wire transfer fees if required; (5) express fees incurred in order to transmit documents or funds; (6) Attorney Fees
**Fee based on individual Parcel value. See attached Texas Title Insurance Premiums Referance Rate Guide

FEE PROPOSAL
GEOTECHNICAL INVESTIGATION

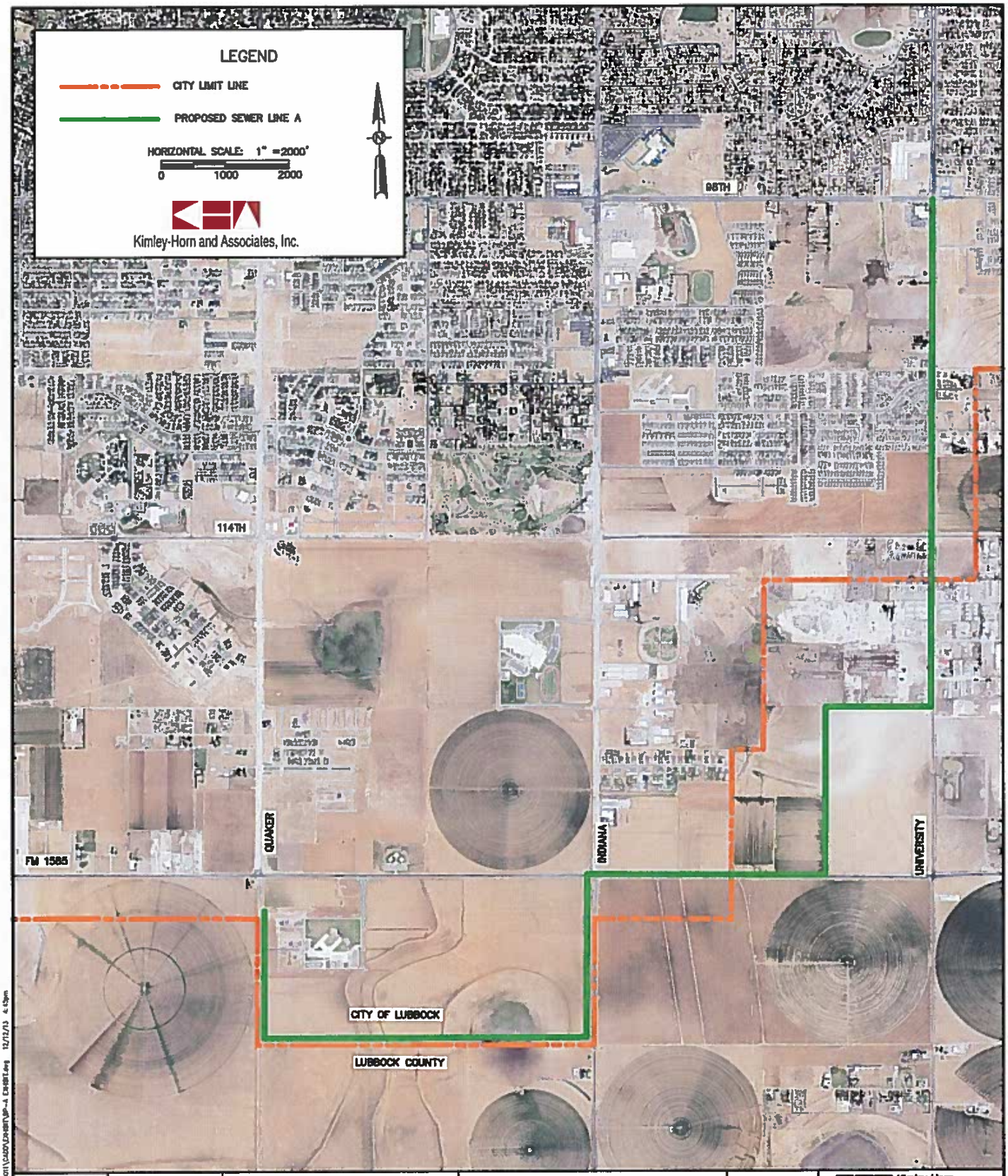
CMT Engineering, Inc
12804 County Road 2500
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062

Client: Kimley Horn and Associates, Inc.
Attn: Aaron Rader, P.E.
Project: South Lubbock Sanitary Sewer System Extension Phase II, Route A
Location: Lubbock, Texas
Date: December 11, 2013

Geotechnical Investigation	Fee	Qty	Estimate
Geotech Borings Per Foot	$ 13.50	360	$ 4,860.00
Drill Rig Mobilization	$ 1,000.00	1	$ 1,000.00
Drill Crew Per Diem	$ 240.00	2	$ 480.00
Laboratory Tests			
Soils			
Atterburg Limits	$ 65.00	30	$ 1,950.00
Classification of soils (inc washed grad)	$ 70.00	30	$ 2,100.00
Moisture content	$ 10.00	30	$ 300.00
Technician / Engineering			
Field Technician Hourly	$ 49.00	8	$ 392.00
E.I.T. Hourly	$ 85.00	10	$ 850.00
PM	$ 175.00	2	$ 350.00
		Total	**$ 12,282.00**

The Rios Group, Inc.
Itemized Fee Breakdown for Subsurface Utility Engineering
for the South Lubbock Sanitary Sewer Extension, Phase 2, Bid Package A

	Rate	Unit	Unit Description		Sub-Total
Direct Expenses					
Job Administration	$1,500.00	1	LS		$1,500.00
Traffic Control	$1,500.00	3	Daily		$4,500.00
Survey	$1,750.00	10	Daily		$17,500.00
Direct Expenses Sub-Total					$23,500.00
QL "B" Sub-Total	$1.25	55,000	LF		$68,750.00
SUE QL "A" Locating (Test Holes)					
Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity	Sub-Total
0-4 ft.	$1,050.00	5	$850.00	5	$9,500.00
4-8 ft.	$1,350.00	1	$1,150.00	2	$3,650.00
8-12 ft.	$1,650.00	1	$1,450.00	1	$3,100.00
12-18 ft.	$2,500.00	0	$2,300.00	0	$0.00
QL "A" Sub-Total	$6,550.00	7	$5,750.00	8	$16,250.00
				Total Estimated Cost	**$108,500.00**



1	DATE: DECEMBER 2013
	DESIGN: AKR
	DRAWN: TWK
	CHECKED: RJJ
	KHA NO.: 063126011

PROPOSED SEWER ALIGNMENT FROM UNIVERSITY TO QUAKER

CITY OF LUBBOCK
SOUTH LUBBOCK SANITARY
SEWER EXTENSION PH. II

Kimley-Horn and Associates, Inc.

No.	Revision	By	Date

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92310
Capital Project Name:	South Lubbock Sanitary Sewer System Exp. Phase II

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 2,831
Professional Services	527
Kimley Horn and Associates, Inc. 11259	143,600
Agenda Items: February 27, 2014	
Kimley Horn and Associates Contract 11259 Amendment 1	1,463,400
Encumbered/Expended to Date	1,610,358
Estimated Costs for Remaining Appropriation	
Construction	1,389,642
Remaining Appropriation	1,389,642
Total Appropriation	$ 3,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock, as recommended by the Sewer Collection System Master Plan. The areas included are south of 114th Street and west of University Avenue.

Project Justification

The project provides sanitary sewer service to newly annexed areas in South and Southwest Lubbock. With recent annexations in South and Southwest Lubbock, the sanitary sewer collection system needs to be extended to provide service.

Project History

$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$1.0 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	0	1,000,000	16,000,000	0	0	0	0	17,000,000
Design and Engineering	2,000,000	0	0	0	0	0	0	2,000,000
Total Project Appropriation	2,000,000	1,000,000	16,000,000	0	0	0	0	19,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2011 Wastewater Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2014 Wastewater Revenue CO's	0	1,000,000	0	0	0	0	0	1,000,000
FY 2015 Wastewater Revenue CO's	0	0	16,000,000	0	0	0	0	16,000,000
Total Funding Sources	2,000,000	1,000,000	16,000,000	0	0	0	0	19,000,000

Regular City Council Meeting **5. 10.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11668 with Garney Companies, Inc for the construction of the Bailey County Well Field Supply Pipeline - Contract B, RFP 14-11668-MA.

Item Summary

The City contracted with Freese and Nichols, Inc. (FNI) in 2011 to perform a facilities assessment on the Low Head B Pump Station (LHBPS) located at 2610 North Quaker Avenue. The sole function of this facility is to transport water from the existing Bailey County Well Field Transmission Pipeline to Pump Station 7 located at 4902 Marsha Sharp Freeway. From this study it was determined that the LHBPS was nearing the end of its serviceable life and would need to be replaced. FNI prepared a set of alternatives and performed a series of hydraulic modeling scenarios for each alternative. Upon evaluation by City staff, it was determined the most practical alternative was to eliminate the LHBPS and replace it with a gravity pipeline. In 2013 the City of Lubbock contracted with FNI for final engineering and design of the proposed pipeline.

This construction contract is for the final construction phase of the Bailey County Well Field Supply Pipeline - Contract B from the West Loop 289 and 25th street to Upland Avenue to US Highway 84 near Shallowwater. Eight proposals were received and opened on December 19, 2013. They are as follows:

Company	Amount
Garney Companies, Inc. of Kansas City, MO	$ 9,144,464
Merryman Excavation of Woodstock, IL	9,210,817
Utility Contractors of America, Inc. of Lubbock, TX	10,027,438
S&J Construction of Jackson, AR	9,338,020
Western Summit Constructors, Inc. of Englewood, CO	10,073,302
S.J. Lewis Construction of Texas, Ltd. of Mansfield, TX	9,338,021
Condie Construction Co., Inc. of Springville, UT	9,612,388
Texas Sterling Construction of Houston, TX	10,816,148

A proposal evaluation committee was appointed by the City Engineer and consisted of representatives from Public Works Engineering, Water Operations and representatives from FNI. The eight proposals were evaluated and ranked based on the following criteria: 60% Bid Price, 25% Contractors Qualifications, 5% Safety Record and 10% Construction Time

Company	Points
Garney Companies, Inc. of Kansas City, MO	96.29
Merryman Excavation of Woodstock, IL	90.21
Utility Contractors of America, Inc. of Lubbock, TX	88.21

S&J Construction of Jackson, AR	88.02
Western Summit Constructors, Inc. of Englewood, CO	87.80
S.J. Lewis Construction of Texas, Ltd. of Mansfield, TX	83.26
Condie Construction Co., Inc. of Springville, UT	80.58
Texas Sterling Construction of Houston, TX	79.84

The evaluation committee recommends the unit price contract be awarded to the highest ranked proposer and low bidder, Garney Companies, Inc. of Kansas City, Missouri, in the amount of $9,144,464. Time for completion is 273 consecutive calendar days with liquidated damages $2,500, (Two-Thousand Five Hundred Dollars) for Substantial Completion and $1,000,(One-Thousand Dollars) for Final Completion.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, BCWF Supply Line/Pumping System, with $9,144,464 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - Garney Companies, 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 No. 11668 for Bailey County Well Field Supply Pipeline-Contract B, by and between the City of Lubbock and Garney Companies, Inc., of Kansas City, Missouri, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Garney Co
January 22, 2014

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: December 19, 2013

PROJECT NUMBER: **#14-11668-MA** – Bailey County Well Field Supply Pipeline – Contract B

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

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

Ladies and Gentlemen:
The Offeror, in compliance with your Request for Proposals for the construction of a Bailey County Well Field Supply Pipeline – Contract B, 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	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A	**AWWA C303 CONCRETE PRESSURE PIPE**				
	1. 30" AWWA C303 BWCCP Class 150	LF	36,645	150.00	5,496,750
	2. 36" AWWA C303 BWCCP Class 150	LF	7,923	185.00	1,465,755
	3. Corrosion Monitoring Test Stations	EA	60	600.00	36,000
	SUBTOTAL A				6,998,505.00
B	**AWWA C905 PVC PIPE**				
	1. 30" AWWA C905 PVC Pipe & Fittings – DR21 Class 200	LF	36,645	157.00	5,753,265
	2. 36" AWWA C905 PVC Pipe & Fittings – DR21 Class 200	LF	7,923	192.00	1,521,216
	3. Extra Ductile Iron Fittings	TN	10	2,500.00	25,000
	4. Corrosion Monitoring Test Stations	EA	60	100.00	6,000
	SUBTOTAL B				7,305,481
C	**ITEMS COMMON TO A & B**				
	1. Trench Safety System	LF	44,709	1.00	44,709
	2. Bored Crossings				
	a. 54" I.D. SH 84/RR	LF	333	1,000.00	333,000
	b. 54" I.D. FM 2641	LF	101	1,000.00	101,000
	c. 54" I.D. West Texas RR	LF	110	1,000.00	110,000
	d. 54" I.D. CRMWA Pipeline Crossing	LF	20	1,000.00	20,000
	e. 54" I.D. Erskine Street	LF	67	1,000.00	67,000
	f. 54" I.D. FM 2255	LF	130	1,000.00	130,000
	g. 54" I.D. 19th Street	LF	99	1,000.00	99,000
	h. 60" I.D. Milwaukee Ave.	LF	130	1,200.00	156,000
	3. 8" Blowoff Valve Assembly	EA	14	18,000.00	252,000
	4. 4" Air Valve Assembly	EA	16	20,000.00	320,000
	5. Access Manhole	EA	1	16,000.00	16,000
	6. Concrete Encasement	LF	150	185.00	27,750
	7. Permanent Steel Gate	EA	5	2,700.00	13,500
	8. Flexible Base Road Replacement	SY	8,800	11.50	101,200

	9. Asphalt Road Replacement (County)	SY	8,200	41.50	340,300
	10. Asphalt Road Replacement (City)	SY	17,400	45.00	783,000
	11. Extra 2,000 PSI Concrete	CY	250	90.00	22,500
	12. Extra Course Gravel	CY	250	20.00	5,000
	13. Extra Curb and Gutter	LF	500	25.00	12,500
	14. Existing 45-inch Bailey County Pipeline Connection	LS	1	25,000.00	25,000
	15. 30-inch butterfly valves	EA	1	20,000.00	20,000
	16. 36-inch butterfly valves	EA	1	23,500.00	23,500
	17. Seeding	LF	5,500	2.00	11,000
	18. Mobilization	LS	1	400,000.00	400,000
	19. Plug and Cap Abandoned Water Wells	EA	3	4,000.00	12,000
	SUBTOTAL C				3,445,959.00
	AMOUNT BID (ITEM A + ITEM C)				10,444,464.00
**	Add (+) or Deduct (-)				-1,300,000
	TOTAL AMOUNT BID (ITEM A + ITEM C)				9,144,464.00
	AMOUNT BID (ITEM B + ITEM C)				10,751,440.00
**	Add (+) or Deduct (-)				-1,100,000
	TOTAL AMOUNT BID (ITEM B + ITEM C)				9,651,440.00

_____ Offeror's Initials

* Contractor shall estimate the quantity required for Trench Safety and include in the space provided. In no case shall the quantity or Trench Safety be less than 44,709 linear feet.

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

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 ***296 (two hundred and ninety-six) 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 *$2,500, (Two-Thousand Five Hundred 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 hereby further agrees to pay to Owner as liquidated damages the sum of *$5,000, (Five-Thousand Dollars) for* each consecutive calendar day in excess of the **72 hour** shutdown for completion of work for the existing Bailey County Pipeline tie-in, as more fully set forth in the contract documents.

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

273 TWO HUNDRED SEVENTY THREE*

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

303 THREE HUNDRED AND THREE*

* DUE TO TIMEFRAME FOR TIE-IN

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 *ninety (90)* 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 ZERO **Dollars ($** 0 **) or a Proposal Bond in the sum of** FIVE PERCENT **Dollars ($** 5% **), 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(a), 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: December 19, 2013

Authorized Signature

Scott A. Parrish, COO
(Printed or Typed Name)

Garney Companies, Inc.
Company

1333 NW Vivion Road
Address

Kansas City, Clay
City, County

MO, 64118
State, Zip Code

Telephone: 816 - 741-4600

Fax: 816 - 741-4488

Email: sparrish@garney.com

FEDERAL TAX ID or SOCIAL SECURITY No.

44-0658613

(Seal if Offeror is a Corporation)

GARNEY COMPANIES, INC. CORPORATE SEAL STATE OF MISSOURI

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 12/11/13
Addenda No. 2 Date 12/17/13
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 34,257
Advertisement	146
Misc. Services	51,000
Freese & Nichols - LHB Assessment Professional Services	378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering	274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services	2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services	690,367
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Sewer System Capital Improvement	208,160
Current Agenda Items- February 27, 2014	
BCWF Supply Pipeline Construction - Contract B	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
Encumbered/Expended to Date	19,111,725
Estimated Costs for Remaining Appropriation	
Construction	7,388,275
Remaining Appropriation	7,388,275
Total Appropriation To Date	$ 26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **5. 11.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment 3 for professional services contract 10844 dated February 13, 2014, with Freese and Nichols, Inc. (FNI) for services associated with Construction Phase Services for the Bailey County Well Field Supply Pipeline - Contract B.

Item Summary

In June 2012, the City entered into a contract with Freese and Nichols, Inc. (FNI) to perform preliminary design of the Bailey County Well Field Supply Pipeline. In January 2013, the contract was revised by Amendment 1 to include final design and bid phase services.

Amendment 2 included additional professional services to provide Construction Phase Services for Contract A of the Bailey County Well Field Supply Pipeline Project. Amendment 2 increased the original contract by $690,367, for a new contract amount of $3,128,325, with an additional 365 days added to the original contract term.

This Amendment 3 includes professional services to provide Construction Phase Services for Contract B of the Bailey County Well Field Supply Pipeline Project. This amendment will include the addition of 365 calendar days to previous amendments with no additional funds.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution - FNI
Amendment 3 - FNI
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No.3 to that certain Contract No. 10844 dated June 21, 2012, for professional services by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #3 Agrmt-Freese & Nichols
February 4, 2014

AMENDMENT NUMBER 3 TO PROFESSIONAL SERVICES CONTRACT NO. 10844 BETWEEN THE CITY OF LUBBOCK AND FREESE AND NICHOLS, INC.

AMENDMENT NUMBER 3 DATED February 13, 2014, to the agreement between City of Lubbock, (City) and Freese and Nichols, Inc., (Engineer) dated June 21, 2012 ("the Agreement") concerning General Representation and Construction Representation Services for the Bailey County Well Field Supply Pipeline Project.

The Engineer has entered into the Agreement with City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer as set forth in Exhibit A hereto. There is no additional compensation authorized by this Amendment No. 3 beyond the compensation set forth in the Agreement. Amendment No. 3 extends the Agreement an additional 365 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

CONSULTANT:

FREESE AND NICHOLS, INC.

By: Russell Gibson
Russell Gibson, P.E.

Title: Principal

Date: 2/11/14

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., City Engineer

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

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service

4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7491

January 7, 2014

John Turpin, P.E.
Chief Water Utilities Engineer
City of Lubbock Water Department
1625 13th Street
Lubbock, Texas 79457

Re: City of Lubbock – Bailey County Well Field Supply Pipeline – Contract B
Resident Project Representative Budget Revision

Dear Mr. Turpin:

This letter is to request a budget revision for the Bailey County Well Field Supply Pipeline engineering services contract. The current agreement budgeted time and expenses for the resident project representative through the end of January 2014 for Contract A. It is estimated that an additional 11 months of time and expenses will be required to complete the Contract B pipeline construction. The additional fee required for this work is $353,671.00. The fee spreadsheet is attached for your reference. It is estimated that the route study and design will have a surplus budget in excess of this amount. FNI would like to move the above mentioned budget from the route study and design phase to the construction phase of the contract. If this budget revision is acceptable to the City, please sign the space provided below and return one copy to me for my records. If you have any questions please give me a call.

Sincerely,

Nicholas Lester

Nicholas Lester, P.E.
Freese and Nichols, Inc.

Budget Revision Acceptance:

John Turpin, P.E.
Chief Water Utilities Engineer
City of Lubbock

cc: Wood Franklin, City of Lubbock (email)

June 27, 2013
Item No. 5.10

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Professional Services Contract No. 10844 dated June 21, 2012, for the Bailey County Well Field Supply Pipeline Project-Contract A, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on June 27, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Keith Smith, P.E., Chief Operating Officer

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #2 Agrmt-Freese & Nichols
June 10, 2013

AMENDMENT NUMBER 2 TO PROFESSIONAL SERVICES CONTRACT No. 10844 BETWEEN THE CITY OF LUBBOCK AND FREESE AND NICHOLS, INC.

AMENDMENT NUMBER 2 DATED June 27, 2013 to the agreement between City of Lubbock, (City) and Freese and Nichols, Inc., (Engineer) dated June 21, 2012 ("the Agreement") concerning General Representation and Construction Representation Services for the Bailey County Well Field Supply Pipeline Project – Contract A.

The Engineer has entered into the Agreement with City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer and provisions for additional compensation by the City to the Engineer, as set forth in Exhibits A-C hereto. Amendment No. 2 extends the Agreement an additional 365 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: June 27, 2013

CONSULTANT:

FREESE AND NICHOLS, INC.

By: _____
Ron Lemons, P.E.

Title: Chief Operating Officer

Date: 6-10-13

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

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

EXHIBIT A
SCOPE OF SERVICES FOR:
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE – CONTRACT A
GENERAL AND RESIDENT REPRESENTATION

GENERAL:

FNI will provide General Representation and onsite Construction Representation for the following:

The Bailey County Well Field Supply Pipeline, Contract A includes the following facilities:

1. 2 miles of 36-inch diameter bar-wrapped concrete cylinder pipe
2. One tank tie-in at Pump Station Number 7
3. Flow Meter and Flow Control Vaults and associated SCADA and electrical
4. 10-inch pipeline relocation on LCU campus
5. Asphalt paving repairs/replacements

CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

FNI
OWNER

5. Make two site visits per month 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 FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.

6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project.

8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. 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 Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

11. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.

12. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

13. Revise the construction drawings 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 FNI to Owner.

FNI
OWNER GK

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:

A. **Materials Testing:** FNI will retain and monitor the efforts of a construction materials testing firm (CMT/Pavetex) to perform the following services:

1. Soil
    a. D698 proctors – Every 500 LF native - 35 total
    b. D1557 proctors – 10 total
    c. Sand Cone – 5 total
    d. Nuclear density testing – Approximately 12 per day. Testing will be performed as directed by the RPR. Approximately 45 days with technician time of 4-6 hours per day.
2. Embedment Material
    a. ASTM D 4253 Proctor – 1 sample per source. 3 total as needed.
    b. Dry gradtation – 2 total as needed.
    c. 5-cycle magnesium soundness – 2 total as needed
    d. L.A. Abrasion – 2 total as needed
    e. Atterburg limits of fines – 2 total as needed
    f. Resistivity – 2 total as needed
3. Flex Base
    a. ASTM D 4253 proctor – 3 total as needed.
    b. ASTM D 698 proctor – 3 total as needed.
    c. Wet Ball Mill – 2 total as needed.
    d. Atterburg limit . bar linear shrinkage - 2 total as needed.
    e. Washed Gradation - 2 total as needed.
    f. Tex-117-E Tri-Axial - 1 total as needed.
4. Concrete
    a. 4 cylinders per 50 yards – 15 sets total. Testing included slump, entrained air content, concrete temperature and compression testing of cylinders.
5. Asphalt
    a. One smaple per day for asphalt content and gradation, rice specific gravity and lab molded density. 25 total as needed.
    b. One set of cires per 500 LF for in place thickness and in place density. 25 total as needed.
    c. In place nuclear density every 250 LF – 50 total
    d. Rolling pattern verification testing – two days of technician
6. Welding
    a. Visual inspection on all welds by CWI. 35 – 10 hour days including travel time.
    b. Magnetic particle testing by CWI on all welds
7. General
    a. Administration Time
    b. Project management time and attend 2-3 meetings in Lubbock

B. **Cathodic Protection:** FNI will retain and monitor the efforts of a cathodic protection engineering firm (Corrosion Control Technologies (CCT)) to perform the following services:

1. Construction Support Services
    a. Provide Construction Submittal Reviews
    b. Review O&M manuals provided by Contractor
    c. Electrical continuity testing for pipeline acceptance
    d. Electrical Isolation testing of insulating joints and cased crossings
    e. Measure static pipeline potentials
    f. Baseline clos interval potential survey of Bar-Wrapped CCP
    g. Foreign Pipeline interference testing

FNI
OWNER GR

TIME OF COMPLETION: FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Contractor Notice to Proceed – June 17, 2013
- Construction Activities Complete – January 15, 2014

The above schedule is based upon OWNER review of the preliminary design report and other submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – John Turpin, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2342; email: JTurpin@mail.ci.lubbock.tx.us

Owner's Project Manager – Joe Mangrem, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2344; email: JMangrem@mail.ci.lubbock.tx.us

Freese and Nichols Project Manager: Nick Lester, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; Phone: 817-735-7300, Fax: 817-735-7491; email: ncl@freese.com

Freese and Nichols Accounting Representative: Matt Shafer, 4055 International Plaza, Suite. 200, Fort Worth, Texas 76109-4895; Phone: (817)735-7300, Fax: (817)735-7491; email: mcs@freese.com

FNI

OWNER

EXHBIT A, PART 2, ADDITIONAL SERVICES
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE – CONTRACT A
GENERAL AND RESIDENT REPRESENTATION

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

A. Field surveying required for the preparation of designs and drawings.

B. Field layouts or the furnishing of construction line and grade surveys.

C. GIS mapping services or assistance with these services.

D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.

E. Providing renderings, model, and mock-ups requested by the Owner.

F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.

H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.

I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

J. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

K. Preparing Operation and Maintenance Manuals or conducting operator training.

L. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

M. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in additional to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.

FNI
OWNER

N. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

O. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

P. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

Q. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

R. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

S. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

T. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.

U. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.

V. Providing services after the completion of the construction phase not specifically listed in Article I.

W. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

X. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.

Y. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

Z. Provide follow-up professional services during Contractor's warranty period.

FNI

OWNER

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE – CONTRACT A
GENERAL AND RESIDENT REPRESENTATION

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

A. Owner recognizes and expects that certain Change Orders may be required.

Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

FNI
OWNER GR

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

I. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

J. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.

L. Bear all costs incident to compliance with the requirements of this Article IV.

FNI

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EXHIBIT B - BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $690,367.00 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT D. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented in Exhibit C. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

This contract assumes that all work will be completed within the time specified in the Amendment No. 2.

FNI RM
OWNER GA

EXHBIT C, PROJECT REPRESENTATION
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE – CONTRACT A
GENERAL AND RESIDENT REPRESENTATION

A. The ENGINEER will provide the following construction phase staff for construction of the Bailey County Well Field Supply Pipeline, Contract A as follows:

Senior Resident Project Rep/Pipeline Inspector	60 hours per week for 29 weeks
Corrosion Control Testing – Cathodic Testing	As Necessary

B. The ENGINEER will have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of ENGINEER.

C. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.

   b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

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4. Shop Drawings and Samples:

   a. Receive Samples which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.

   b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

   a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ENGINEER whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.

8. Records:

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.

FNI

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9. Reports:

   a. Furnish to ENGINEER periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.

   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

   c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Written Amendments, Change Orders, Work Change Directives, and Field Orders.

   d. Report immediately to ENGINEER and Owner the occurrence of any accident.

10. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to Owner prior to final payment for the Work.

12. Completion:

   a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

   b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

   c. Conduct a final inspection in the company of ENGINEER, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.

   d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

D. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in Agreement or the Contract Documents.

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3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.

6. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.

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COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Six Hundred and Ninety Thousand Three Hundred and Sixty Seven ($690,367.00). 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:

Position	Rate	Position	Rate
PRINCIPAL	388.50	3D VISUALIZATION COORDINATOR	178.50
GROUP MANAGER	247.00	ENVIRONMENTAL SCIENTIST VII	228.90
ENGINEER VIII	269.85	ENVIRONMENTAL SCIENTIST VI	199.50
ENGINEER VII	263.55	ENVIRONMENTAL SCIENTIST V	168.00
ENGINEER VI	236.25	ENVIRONMENTAL SCIENTIST IV	147.00
ENGINEER V	185.00	ENVIRONMENTAL SCIENTIST III	126.00
ENGINEER IV	169.05	ENVIRONMENTAL SCIENTIST II	88.20
ENGINEER III	150.15	ENVIRONMENTAL SCIENTIST I	87.15
ENGINEER II	141.75	ARCHITECT VI	201.60
ENGINEER I	116.55	ARCHITECT V	182.70
ELECTRICAL ENGINEER VI	222.60	ARCHITECT IV	147.00
ELECTRICAL ENGINEER V	182.70	ARCHITECT III	140.70
ELECTRICAL ENGINEER IV	144.90	ARCHITECT II	113.40
ELECTRICAL ENGINEER III	136.50	ARCHITECT I	97.65
ELECTRICAL ENGINEER II	132.30	PLANNER VI	213.15
ELECTRICAL ENGINEER I	124.95	PLANNER V	163.80
MECHANICAL ENGINEER VI	215.25	PLANNER IV	129.15
MECHANICAL ENGINEER V	191.10	PLANNER III	117.60
MECHANICAL ENGINEER IV	166.95	PLANNER I	96.60
MECHANICAL ENGINEER III	147.00	HYDROLOGIST V	184.80
PROGRAM MANAGER II	222.60	HYDROLOGIST IV	144.90
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28	HYDROLOGIST III	133.35
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26	HYDROLOGIST II	121.80
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50	SENIOR GEOLOGIST	142.80
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00	GEOTECHNICAL ENGINEER VI	236.25
CONSTRUCTION CONTRACT ADMIN II (PS RPR)	126.00	PUBLIC INVOLVEMENT COORDINATOR	134.40
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30	WEB SERVICES ADMINISTRATOR	157.50
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75	WORD PROCESSING/SECRETARIAL	80.85
CONSTRUCTION CONTRACT ADMIN I (JR PS RPR)	115.50	OPERATIONS ANALYST	145.95
DOCUMENT CONTROL CLERK	106.05	CONTRACT ADMINISTRATOR	92.40
SR DESIGNER	196.35	INFORMATION SERVICES ADMINISTRATOR	79.80
DESIGNER II	158.55	INFORMATION SERVICES CLERK III	63.00
DESIGNER I	136.50	INFORMATION SERVICES CLERK II	58.80
CADD DESIGNER	168.00	INFORMATION SERVICES CLERK I	57.75
TECHNICIAN IV	142.80	CO-OP	70.35
TECHNICIAN III	114.45		
TECHNICIAN II	95.55		
TECHNICIAN I	73.50		
GIS COORDINATOR	144.90		
GIS ANALYST IV	131.25		
GIS ANALYST III	108.15		
GIS ANALYST II	96.60		
GIS ANALYST I	72.45		

Rates for In-House Services

Technology Charge
$8.50 per hour

Travel
Standard IRS Rates

Bulk Printing and Reproduction

Black and White	$0.10 per copy
Color	$0.50 per copy
Plot - Bond	$2.50 per plot
Plot - Color	$5.75 per plot
Plot - Other	$5.00 per plot
Binding	$5.75 per book

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.

FNI
OWNER

CMT Engineering

May 13th, 2013

Nick Lester, P.E.
Associate
Freese and Nichols, Inc.

Re: Bailey County Well Field Supply Pipeline Contract A
Lubbock, Texas

Dear Mr. Lester

We appreciate the opportunity to provide you with a fee proposal for the construction materials testing on Contract A of the proposed Bailey County Well Field Supply Pipeline in Lubbock, Texas.

The attached proposal should not to be taken as a lump sum proposal. The proposal is based in information provided by our client and our interpretation of the construction schedule. Inspections and testing will be billed on an as needed basis according to the fees shown.

We look forward to working with you on this project. If you have any questions or concerns please feel free to contact me.

Sincerely,

Bryan Wilson, P.E.
Vice President
CMT Engineering, Inc.
Texas Registered Engineering Firm 13112

12804 County Road 2500 Lubbock, TX 79404 – Office 806.771.7283 – Fax 806.771.7062
BWilson@CMTEngineeringLabs.com

Testing Lab Scope for Baily County Pipeline Contract A

Soil

1. ASTM D 698 – 1 sample per 500 LF of native material – 35 Total
2. ASTM D 1557 – 10 total as needed.
3. Sand Cone – 5 Total as needed.
4. Nuclear Density Testing – Approximately 12 per day. Testing will be performed as directed by the RPR. Approximately 45 days with technician time of 4-6 hours per day.

Embedment Material

1. ASTM D 4253 proctor – 1 sample per source. 3 total as needed.
2. Dry gradation – 2 total as needed.
3. 5-Cycle magnesium soundness – 2 total as needed.
4. L.A. Abrasion – 2 total as needed.
5. Atterburg limits of fines – 2 total as needed.
6. Resistivity – 2 total as needed.

Flex Base

1. ASTM D 4253 proctor – 1 sample per source – 3 total as needed.
2. ASTM D 698 proctor – 1 sample per source – 3 total as needed.
3. Wet Ball Mill – 2 Total as Needed
4. Atterburg Limits / bar linear shrinkage – 2 total as needed.
5. Washed gradation – 2 total as needed.
6. Tex-117-E Tri-Axial – 1 total as needed.

Concrete

1. 4 Cylinders per 50 CY – 15 sets total. Testing includes slump, entrained air content, concrete temperature and compression testing of cylinders.

Asphalt

1. One sample per day for asphalt content and gradation, rice specific gravity and lab molded density. 25 total as needed.
2. One set of cores per 500 LF for in place thickness and in place density. 25 total as needed.
3. In place nuclear density every 250 LF – 50 total as needed.
4. Rolling pattern verification testing. Two days.

Welding

1. Visual inspection and magnetic particle testing on all joints by CWI. 35 – 10 hour days including travel time.

General

1. Administration time
2. PM time including 2-3 project meetings in Lubbock, Texas.

Construction Materials Testing
Fee Proposal

CMT Engineering, Inc
12804 County Road 2600
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062

Project: Bally County Well Field Suply Pipeline - Contract A
Client: Freese and Nichols, Inc
Date: 8/13/13

Laboratory Tests			
Soils	**Fee**	**Qty.**	**Extension**
Standard Proctor (4" mold)	$ 150.00	35	$ 5,250.00
Modified Proctor (4" mold)	$ 200.00	10	$ 2,000.00
Atterburg Limits	$ 65.00	45	$ 2,925.00
Classification of soils (inc washed grad)	$ 70.00	45	$ 3,150.00
Flex Base			
Proctor ASTM D 4253	$ 450.00	3	$ 1,350.00
Standard Proctor (6" Mold)	$ 200.00	3	$ 600.00
Bulk Gravity / Moisture Correction	$ 50.00	3	$ 150.00
Wet Ball Mill	$ 225.00	2	$ 450.00
Atterburg Limits	$ 65.00	2	$ 130.00
Bar Linear Shrinkage	$ 50.00	2	$ 100.00
Washed Gradation	$ 70.00	2	$ 140.00
Tri-Axial Tex-117-E	$ 1,500.00	1	$ 1,500.00
Embedment Material			
Proctor ASTM 4253	$ 450.00	3	$ 1,350.00
Dry Gradation	$ 50.00	2	$ 100.00
Magnesium Soundness	$ 300.00	2	$ 600.00
L.A. Abrasion	$ 300.00	2	$ 600.00
Atterburg Limits	$ 65.00	2	$ 130.00
Resistivity	$ 350.00	2	$ 700.00
Hot Mix			
Asphalt Content (Ignition) / Gradation	$ 150.00	25	$ 3,750.00
TxDOT Gyratory (set of 3)	$ 150.00	25	$ 3,750.00
Max Theoretical Density / Rice Gravity	$ 125.00	25	$ 3,125.00
Core Thickness Test	$ 10.00	25	$ 250.00
Cut Asphalt Cores (ea up to 3 in - Add $15 per in)	$ 60.00	50	$ 3,000.00
In Place Density (from cores)	$ 30.00	50	$ 1,500.00
Field Testing*			
Densities	$ 20.00	540	$ 10,800.00
Sand Cone	$ 150.00	5	$ 750.00
Slump	$ 20.00	15	$ 300.00
Entrained Air	$ 30.00	15	$ 450.00
Temperature	$ 5.00	15	$ 75.00
Making Cylinders (ea) (4 min) Incld breaks	$ 27.00	60	$ 1,620.00
Technician / Engineering			
Technician Hourly (2 Hour Minimum)	$ 49.00	245	$ 12,005.00
Technicain Overtime Hourly**	$ 59.00	20	$ 1,180.00
Technician w/Asphalt Thin Lift Nuclear Gauge (Hourly)	$ 85.00	16	$ 1,360.00
Project Management	$ 175.00	10	$ 1,750.00
Administration	$ 85.00	20	$ 1,700.00
CWI (Visual and Magnetic Particle Testing) Hourly 4 Hr min incl travel time	$ 80.00	280	$ 22,400.00
CWI (Visual and Magnetic Particle Testing) Overtime***	$ 105.00	70	$ 7,350.00
CWI Mileage	$ 0.70	7000	$ 4,900.00
CWI Vehicle Charge	$ 90.00	35	$ 3,150.00
CWI Magnetic Particle Equipment Charge Daily	$ 50.00	35	$ 1,750.00
CWI Consumables Daily	$ 50.00	35	$ 1,750.00
CWI Per Diem Daily	$ 145.00	35	$ 5,075.00
		Total	**$ 114,965.00**

* Field testing is billed in addition to Tech hourly rates
** Hourly rates apply portal to portal, between 7:00 am and 6:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.
*** CWI Overtime rates apply when inspector works over 8 hours in one days period including travel time.

Freese and Nichols, Inc.

City of Lubbock
Bailey County Well Field Supply Pipeline - Contract A
6/6/2013
Detailed Cost Breakdown

Basic Services

Phase	Task	Labor Task Description	Meari Taylor	Chris Poteet	Holly Cynthia Lyon	Rusty Gibson	Nick Lester	Rickesh Ishwar Patel	Mike Cameron	Jeff Hensley	
		Hourly Bill Rate	$105.00	$141.75	$106.05	$247.00	$236.25	$116.55	$198.35	$222.60	
Resident Representation											
		RPR (60 hours per week x 28 weeks)	1,740								
		QC site visit (3 visits at 16 hours total per visit)		48							
		QC work off-site (1 hour per week)		29							
		DCS work (averages ~ 6 hours per week)			174						
General Representation											
		Preconstruction Meeting				12	12				
		Bi-weekly Site Visits				98	196				
		Review Shop Drawings				8	60	90		24	
		Monthly Meetings				36	84			36	
		Final Walkthroughs				14	28			28	
		Closeout Paperwork			20	8	40				
		Record Drawings				8	40	40	250	24	
		Total Basic Services Hours	1,740	77	194	184	460	130	250	112	
		Total Basic Services Labor Effort	$ 182,700	$ 10,915	$ 20,574	$ 45,448	$ 108,675	$ 15,152	$ 49,588	$ 24,931	$

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Miles	Travel
		Technology Charges (Hours)	1,503.00								
		Living Expenses ($1500 per month x 29 weeks)									
		Fuel									10000
		QC Visit Mileage (3 trips x 700 miles rt)								2100	
		QC Visit expense (3 x lodging + food)									
		Truck Lease (7 months x $1510 per month)									
		Pipe Cart Rental									
		General Representation Travel									14000
		Total Basic Services Items	1,503	-	-	-	-	-	-	2,100	24,00
		Total Basic Services Expenses Effort	$ 12,776	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,305	$ 26,4

Phase	Task	Subconsultants	CMT ENGINEERING	CCT	[Name 3]	[Name 4]					
		CMT Engineering - Materials Testing	114,985								
		CCT - Corrosion Testing		30,400							
		Total Basic Services Subconsultants Cost	$ 114,985	$ 30,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Total Basic Services Subconsultants Effort	$ 126,482	$ 33,440	$ -	$ -	$ -	$ -	$ -	$ -	$

Resolution No. 2013-R0020
January 10, 2013
Item No. 5.7

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Contract No. 10844 dated June 21, 2012 for professional services concerning Final Design and Bid Phase Services for the Bailey County Well Field Supply Pipeline Project, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on January 10, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Contract-Freese & Nichols, Inc.
December 13, 2012

AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES CONTRACT No. 10844 BETWEEN THE CITY OF LUBBOCK AND FREESE AND NICHOLS, INC.

AMENDMENT NUMBER 1 DATED January 10, 2013 to the agreement between City of Lubbock, (City) and Freese and Nichols, Inc., (Engineer) dated June 21, 2012 ("the Agreement") concerning Final Design and Bid Phase Services for the Bailey County Well Field Supply Pipeline Project.

The Engineer has entered into the Agreement with City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer and provisions for additional compensation by the City to the Engineer, as set forth in Exhibit A hereto. Amendment No. 1 extends the Agreement an additional 365 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: 12-10-13

CONSULTANT:

FREESE AND NICHOLS, INC.

By: _____
Russell Gibson, P.E.

Title: Vice President

Date: 12/17/12

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

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

Rev. 11-08

EXHIBIT A
SCOPE OF SERVICES FOR:
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE

GENERAL:

The Bailey County Well Field Supply Pipeline (BCWFSP) - (The Project) includes the following facilities:

- Route 1 - 10.5 miles of 30-inch diameter pipeline from tie-in at existing 45-inch Bailey County Pipeline to Pump Station Number 7 (PSN7).
- Flow control valves, flow meter at PSN7 and tie-in structure at the connection to the existing Bailey County pipeline.
- The SCADA and communication system from the flow control valves and flow meter at the PSN7 site.
- Relocate a portion of 10-inch pipeline on LCU campus.

The Project will be split into the following construction contracts:

- Contract A: Section 1 of the 10.5 mile long 30-inch diameter pipeline from Loop 289 to PSN7 and relocation of 10-inch pipeline on LCU campus.
- Contract B: Section 2 of the 10.5 mile long 30-inch diameter pipeline from tie-in at existing Bailey County Pipeline to Loop 289 connection.
- Contract C: Demolition of Low Head B Pump Station and Piping Modifications

The following facilities are not part of The Project. If added to the project, additional compensation will be granted to FNI.

- Chemical facilities.
- Improvements to Lubbock's existing Pump Station Number 7
- Construction Phase General and Resident Representation services

The OWNER shall provide the following items for the development of the Project:

1. Pay for all fees, permits, mitigation cost, utilities, and electric power service costs
2. The OWNER shall designate a person to act as OWNER's representative during The Project

BASIC SERVICES: The Basic Services include project administration, preliminary investigations and reports, preparation of detailed design and construction documents, construction bid and award services, and construction general representation. FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT: FNI will provide the following as part of the Basic Services of The Project:

1. Attend a kick-off meeting to clarify OWNER'S requirements for the project, review pertinent data, review project staffing and organization, and present the initial work plan and schedule.

2. Provide a Project Manual. The manual will be for use by the OWNER, and Consultant Team. The manual will include the following:
   - Project description and scope of work
   - Project Team organization and contact information
   - Work plan and schedule
   - Project Quality Assurance and Quality Control Plan
   - Project budget

3. Provide administration and management of The Project. Review ongoing activities of all parties. Monitor schedule monthly. Monitor and update budget at milestones. Review progress with OWNER's Board on a monthly basis.

4. Coordinate work of other consultants to keep the project on schedule. Act as an extension of OWNER's staff to provide information to other consultants to facilitate their work. Review work of other consultants as OWNER's engineer.

5. Assist the OWNER with coordination with Customers staff to discuss operations, connections, start-up, and other issues. A total of four meetings are included.

6. Provide monthly update reports which include the following:
   - Status of the work
   - Major tasks to be completed in the next month
   - Discussion of major issues
   - Scope changes to project scope or Engineer's scope
   - Project budget update (if major changes since the last update)
   - Project schedule update (if major changes since the last update)
   - Status of deliverables

B. FINAL DESIGN PHASE: Upon approval of the final draft of the preliminary design report, FNI will provide the following as part of the final design phase:

1. Obtain and review OWNER-furnished front end documents, general conditions, and special conditions for the construction contracts. Meet with OWNER to resolve review comments, and revise OWNER's standard documents accordingly.

2. Prepare plans, specifications, contract documents, designs, and layouts of improvements to be constructed.

3. Advise OWNER of need for and recommend scope of additional Special Services. The cost of any additional special services shall be paid by OWNER and are not included in the services performed by FNI unless they are included pursuant to Exhibit A – Special Services.

4. Prepare applications for routine permits such as road and railroad crossing permits, and building code permitting (if any).

5. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required. Submittals will include TCEQ.

6. Furnish necessary information to utility companies whose facilities may be affected or services may be required for the Project.

7. 60% Review: Furnish OWNER ten (10) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all of the trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent, but will lack many notes and minor details. The specifications will include the front end documents and draft specifications for major equipment items.

8. 95% Review: Furnish OWNER ten (10) copies of preliminary (95%) plans, specifications, and bid proposals marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Upon final approval by OWNER, FNI will complete the plans and specifications and provide OWNER ten (10) sets of copies of "Final" plans and specifications. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining.

9. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

10. Prepare revised opinion of probable construction cost at 60% and 95% Reviews.

C. BID AND AWARD PHASE: Upon completion of the design services and approval of "Final" plans and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to OWNER for publication in the local news media. The cost for publications shall be paid by OWNER.

2. Distribute plans to bidders using the web-based Bidsync utilized by the City of Lubbock for bidding projects. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Advertise for bids on FNI's website.

3. Attend a pre-bid conference, if any, for each of the construction contracts.

4. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.

5. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts as appropriate.

6. Assist OWNER in the preparation of documents for execution of the construction contracts. FNI will conform the contract documents, make six original copies for execution. FNI will also make twenty conformed copies of the plans and specifications for use by the Contractor and OWNER and Engineer. The twenty copies will include ten full size copies and ten half size copies. FNI will also provide twenty color copies of the pipeline map books for use by the Contractor and OWNER

7. 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.

D. CONSTRUCTION PHASE SERVICES: Construction Phase Services are not included in this contract.

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:

E. ENVIRONMENTAL STUDIES AND PERMITTING:

The scope outlined below assumes that there is no major opposition in the permitting process and that there are no unusual permitting problems. If opposition develops or permitting problems occur, the scope and fee limit will be revised and submitted to Owner for approval.

Environmental Report

FNI's scientists have conducted a pedestrian survey of the proposed pipeline route to identify environmental issues and document baseline conditions, including delineation of wetlands and identification of waters of the U.S.
SECTION 404 PERMITTING

Waters of the U. S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented and mapped. FNI will prepare an environmental report that will include a description of field observations described above; an opinion of whether or not jurisdictional waters are present, and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of potential USACE 404 permit options.

Threatened and Endangered Species

Threatened and Endangered Species. Conduct reconnaissance-level field surveys within the area of the proposed pipeline corridor to identify potential habitat and document any threatened or endangered (T&E) species encountered. Emphasis will be on federally listed species, but the Texas Parks and Wildlife Department T&E species database will be reviewed and documented. The results of the T&E species review will be documented in an environmental report.

Texas Antiquities Code Compliance

The Antiquities Code of Texas was passed in 1969. It requires that the Texas Historical Commission staff review any action that has the potential to disturb historic and archeological sites on public land.

Additional actions that need review under the Antiquities Code of Texas include any construction program that takes place on land owned or controlled by a state agency or a state political subdivision, such as a city or a county.

Projects that ***require review*** include:

- reservoirs constructed by river authorities and water districts;
- construction of recreational parks or the expansion of existing facilitates by city governments;
- energy exploration by private companies on public land; and
- construction by a city or county government that exceeds 5 acres or 5,000 cubic yards, whichever comes first. If the activity occurs inside a designated historic district or affects a recorded archeological site, it needs to be reviewed, regardless of project size.

If there is a requirement for a Section 404 permit, compliance with the conditions of the National Historic Preservation Act is required. No activity which may affect historic properties listed or eligible for listing in the National Register of Historic Places can be authorized until the USACE District Engineer has complied with the provisions of 33 CFR part 325, Appendix C.

Freese and Nichols, Inc. environmental scientist will provide coordination with Texas Historic Commission (THC) to determine if additional site investigation is required. Subsequent activities, potentially including shovel test and/or backhoe trenching, may require the services of a qualified archeologist, as an additional service.

Additional Services

The following items are outside of the special environmental studies and permitting services scope but can be provided upon written authorization of the OWNER.

1. Performing special environmental studies and other studies not specifically described in the basic scope of services.
2. Tree survey
3. Presence/absence surveys for federally listed threatened/endangered species.
4. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
5. Expert witness representation in legal proceedings or contested permit hearings.
6. Application for General Land Office easements.
7. Applications for Texas Parks & Wildlife Department Sand and Gravel Permits.
8. Preparation of permittee-responsible mitigation plans in accordance with the USACE Mitigation Rule dated April 10, 2008 (33 CFR Parts 325 and 332) or other regulations.
9. Cultural resources investigation, mitigation, or data recovery activities.
10. Preparation of a Storm Water Pollution Prevention Plan (SWP3).
11. Mitigation monitoring if required by permit conditions.
12. Monitoring for compliance with permit conditions.
13. Testing for site contamination, and remediation of contaminated properties.

F. SURVEYING AND EASEMENT DOCUMENTS SERVICES: Retain and monitor the efforts of a survey firm (Hugo Reed) to perform the following services:

1. Ownership Map: Research deeds and prepare an ownership map of up to 48 parcels along the 10.5 mile transmission pipeline.
2. Project Control: Establish 45 project control points along the 10.5 mile pipeline.
3. Boundary Survey and Final Property Map: Perform surveys and prepare a final property map along the 10.5 mile pipeline.
4. Easement Documents: Provide metes and bounds easement description for 48 tracts along the 10.5 mile pipeline.
5. Stake Pipeline Centerline: Set iron rods along the 10.5 mile pipeline at 1/2 mile intervals and PI's for construction control.
6. Photogrammetric Mapping: Provide aerial mapping for approximately 10.5 miles of pipeline. Photo scale shall be 1:250. Deliverables include digital color orthophotography with 3" pixel resolution, topographic mapping in 1' contour interval, and digital terrain model in AutoCAD format.

G. SUBSURFACE UTILITY ENGINEERING SERVICES: Retain and monitor the efforts of a subsurface utility engineering firm (Gorrondona Associates) to perform the following services:

1. Subsurface Utility Engineering: Designate utilities (x,y) in a corridor along the proposed 10.5 mile pipeline Designation shall be ASCE 38-02 Quality Class B (geophysical testing). Additionally, locate 25 utilities (x,y,z) to be determined by Engineer. Utilities to be located will be critical utilities that cross the proposed pipelines. Excavation shall be by vacuum excavator. Provide AutoCADD drawings of SUE data.

H. LAND ACQUISITION SERVICES: Retain and monitor the efforts of a Land Acquisition firm (Hugo Reed) to perform the following services:

1. Appraisals: Research property and prepare written appraisals for each parcel to be acquired.

2. Document Preparation: Prepare surveys, legal descriptions, and parcel plats for acquisition of the necessary right-of-ways.

3. Title Policies: Title policies will be purchased by the City.

4. Negotiation Service: Hugo Reed and Dee Hart Jr. will obtain right of entry and negotiate property acquisition for each individual parcel to be acquired.

5. Title Review for Oil and Gas: A review of the Title Commitment will be performed to ascertain if any outstanding oil and gas leases are effective and valid for each parcel.

6. Closing Procedures: Coordinate payment to the property owners and record the documents.

I. CORROSION ENGINEERING: Retain and monitor the efforts of a corrosion engineering firm (Corrosion Control Technologies) to provide the following services:

1. Prepare soil resistivity surveys at 1500' intervals
2. Conduct laboratory analyses of 4 soil samples that are collected by the geotechnical engineer.
3. Provide a visual inspection of the route to look for foreign pipeline crossings, stray dc current sources, power lines, changes in soil conditions, drainages, and connections to existing facilities.
4. Prepare a report indicating soil resistivity analysis and recommendations for cathodic protection for bar-wrapped concrete cylinder pipe and up to three alternate cathodic protection system designs, such as galvanic anodes, galvanic ribbon anodes, and impressed current.
5. Provide recommendations for pipe material coating alternatives
6. Design cathodic protection systems for alternate pipe materials
7. Furnish plans and specifications for cathodic protection and corrosion monitoring systems
8. Evaluation of AC interference and mitigation is not included, and will be an additional service if required.

J. GEOTECHNICAL ENGINEERING: Freese and Nichols will provide geotechnical engineering services as follows:

1. Review the Geologic Atlas of Texas to study general subsurface conditions that are expected along the pipeline alignment.
2. Travel the alignment before drilling to select locations for exploratory borings. Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility. Engineer will coordinate with City and County personnel and submit required approval.

3. Subcontract with a drilling contractor to drill a total of 21 borings along the pipeline alignment. Borings will be drilled to a depth of 20 feet, except for 3 borings drilled to 30 feet at bored crossings. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Approximately 4 of the borings may require drilling through existing roadways. Traffic control devices will be provided during drilling, but does not include dedicated flagmen. Borings will be backfilled with auger cuttings. In cases where pavement has been penetrated, the pavement will be patched with cold-set asphalt patching compound.
4. Provide an engineer or geologist to direct the drilling, log the borings, record field test data, and handle and transport the samples.
5. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Testing is expected to include classification tests (liquid and plastic limits and percent passing a #200 sieve or gradation), moisture content, and possibly unconfined compression strength tests.
6. Select samples for corrosion testing and send samples to the corrosion consultant.
7. Prepare a technical memorandum summary report of the geotechnical investigation to include:
    a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
    b. Discussion of subsurface conditions and soil properties found by the field and laboratory work and implications for design.
    c. General discussion of expected construction related issues.

K. GIS MAPPING: Freese and Nichols will provide 10 copies of pipeline Map Books of the proposed 10.5 mile pipeline in GIS electronic format and color hard copies. The Map Books will show contours, aerials, proposed pipelines, stationing, and property lines.

TIME OF COMPLETION: FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- See attached schedule

The above schedule is based upon OWNER review of the preliminary design report and other submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – John Turpin, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2342; email: JTurpin@mail.ci.lubbock.tx.us

Owner's Project Manager – Joe Mangrem, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2344; email: JMangrem@mail.ci.lubbock.tx.us

Freese and Nichols Project Manager: Nick Lester, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; Phone: 817-735-7300, Fax: 817-735-7491; email: ncl@freese.com

Freese and Nichols Accounting Representative: Matt Shafer, 4055 International Plaza, Suite. 200, Fort Worth, Texas 76109-4895; Phone: (817)735-7300, Fax: (817)735-7491; email: mcs@freese.com

EXHIBIT A, PART 3, ADDITIONAL SERVICES
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. Construction phase services including general representation and construction representation.

B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.

C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.

D. Model testing of pumps, sump pits, or suction header piping.

E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.

F. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator other than those services described in the Exhibit A.

G. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

H. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, and other assistance required to address environmental issues other than those services described in the Exhibit A.

I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

J. Design of alternates for alternate bidding.

K. Pre-purchase or pre-selection or any other alternate contract structure other than the structure stipulated in Exhibit A – Basic Services.

L. Services required to resolve bid protests or to rebid the projects for any reason.

M. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

N. Providing value engineering studies or reviews of cost savings proposed by others.

O. Additional compensation may be requested by FNI if the project is unduly prolonged due to delays beyond the control of FNI.

P. Providing Arc Flash studies for electrical equipment. Such studies will be provided by the contractor.

EXHIBIT A, PART 2 – OWNER'S RESPONSIBILITIES
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

A. OWNER recognizes and expects that certain Change Orders may be required.

Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the OWNER.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

I. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

J. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Part 3 of this AGREEMENT or other services as required.

K. The OWNER reserves the right to direct substantial revision of the Plans and Specifications after approval by the OWNER as OWNER may deem necessary, but in such event the OWNER shall pay FNI just and equitable compensation for services rendered in making such revisions. OWNER shall not be obligated to pay FNI for said revisions should they be necessary as a result of the design and/or Contract Documents being in any manner defective or deficient.

L. Bear all costs incident to compliance with the requirements of OWNER'S responsibilities.

M. Provide the following services:

1. Pay all permit fees and mitigation costs.
2. Provide advertisement for bids in local publications as required

EXHIBIT B - BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $2,163,829.00 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT D. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented in Exhibit C. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

This contract assumes that all work will be completed within the time specified in the Amendment No. 1.

CITY OF LUBBOCK
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE
FINAL DESIGN AND BID PHASE FEE SUMMARY

Task/Item	Cost	Markup	Total Cost
Final Design - Water Transmission	$ 873,560.00	0%	$ 873,560.00
Final Design - Electrical	$ 34,166.00	0%	$ 34,166.00
Final Design - Structural	$ 13,127.00	0%	$ 13,127.00
SUBTOTAL			**$ 920,853.00**
Special Services			
Survey	$ 235,520.00	10%	$ 259,072.00
Land Acquisition	$ 677,600.00	10%	$ 745,360.00
Corrosion Design	$ 33,680.00	10%	$ 37,048.00
Geotechnical	$ 50,539.00	0%	$ 50,539.00
Subsurface Utility Engineering	$ 93,500.00	10%	$ 102,850.00
Environmental/Archeological	$ 25,014.00	0%	$ 25,014.00
Mapbook	$ 23,093.00	0%	$ 23,093.00
SUBTOTAL			**$ 1,242,976.00**
Total Design Fee			**$ 2,163,829.00**

Freese and Nichols, Inc.

City of Lubbock
Bailey County Well Field Supply Pipeline
12/19/2012
Detailed Cost Breakdown - Final Design - Water Transmission

Project Fee Summary	
Basic	$ 873 560
Special - Mapbooks	$ 23 093
Total Project	$ 896 653

Phase	Task	Labor Task Description	Jack Lester	Rusty Gilbert	Mike Keesling	Mike Compton	Lora Smith	Ryan Ramsey	Total Hours	Total Labor Effort
		Hourly Bill Rate	$185.00	$247.00	$141 75	$156.35	$80 85	$141 75		
		Basic Services								
1		**PROJECT MANAGEMENT**								$ -
		Client Meetings (10)	120	60	60				240	$ 45 525
		Budgeting and Scheduling	18	4	12				34	$ 6 019
		Updates to COL Staff / Council	20	2	20				42	$ 7 029
		Billing and Monthly BST Reports	24	8					32	$ 6 416
		Contract/Subcontract Management	12						12	$ 2,220
		QA/QC Reviews (30%,60%, 90%)	24	18	12				54	$ 10 587
		Constructability Reviews	8	18					26	$ 5,926
		Cost Estimates	4	2	12				18	$ 2 835
		Internal Coordination Meetings (6)	12	3	12				27	$ 4 662
2		**PIPE DESIGN**								$ -
		Horizontal and Vertical Layout	80	10	160			80	330	$ 51,29.
		Embedment and Deflection Design	20	10	40			10	80	$ 13,258
		Buoyancy Design	10	2	20			10	42	$ 6 597
		Backfill in Streets	24	8	40			16	88	$ 14 354
		Evaluate casing and linings	8	4	16				28	$ 4 736
		Evaluate welding requirements	4	4					8	$ 1 728
		Hydro testing Plan	8	2	8				18	$ 3 108
		Coordination and review of drafting	16	4	24				44	$ 7 350
		Existing Utilities Coordination (location and crossing requirements)	24		80			20	124	$ 18,615
		Meet Utility Company's for crossing approval	12		40			20	72	$ 10 725
		Low Head B Demo	35	15	60		12		122	$ 19 656
		Appurtenances Design (size, type, location)								$ -
		Air Valve Selection	16	4	24			12	56	$ 9 051
		Blowoff Design	16	4	24			12	56	$ 9 051
		Tunnel Design	16	4	24			8	52	$ 8 484
		Manways	8	2	16			8	34	$ 5 376
		Weld Lands access ports	12	2	8				22	$ 3 848
		Restoration:								$ -
		Re-vegetation - trees, grass, landscaping, farm	12	2	24			12	50	$ 7 817
		Street Repairs (county and City)	40	8	60			20	128	$ 20 716
		Creek Crossings	12	2	12				26	$ 4 415
		Geotechnical Engineering:								$ -
		Review of geotechnical studies	12	8	6				26	$ 5 047
		Recommendations for Tunnels and Vaults	20	8	40			16	84	$ 13,614
		Pipeline Corrosion, Testing, and Design:								$ -
		Coordination of Field Testing and Sampling	8		24				32	$ 4,882
		Review of corrosion report	12	12	8				32	$ 6,318
		Design Meetings	18	8	8				34	$ 6 440
		Review of corrosion design	12	12	12				36	$ 6 885
		Coordination of corrosion details and specs	8	2	20			10	40	$ 6,227
		Survey and Land Acquisition:								$ -
		Coordination of Surveying and Landowners	40	8	60			20	128	$ 20 716
		Attend Landowner Meetings (3)	36	12	36			12	86	$ 16,428
		Coordination and Meetings for Land Acquisition	36	12	40			18	106	$ 17,846
		Update to COL on Land Acquisition	24		12				36	$ 6 141
		Specifications:								$ -
		Front End Specifications	40	4	4		8		56	$ 9,602
		Division 1 Specs	8	2	20		8		38	$ 5 456
		Division 2 Specs	16	2	40		8		66	$ 9 771
		Division 3 Specs	8	2	20		8		38	$ 5 456
		Division 5 Specs	8	2	20		8		38	$ 5 456
		Division 9 Specs	16	2	40		8		66	$ 9 771
		Division 13	8	2	20		8		38	$ 5 456
		Division 15 Specs	16	2	40		8		66	$ 9 771
		PIPELINE CAD DRAFTING								$ -
		Plan and Profile Drafting	24		12	600			636	$ 123 951
		Detail Drafting	12		12	200			224	$ 43 191
		General Drafting	12		12	200			224	$ 43 191
		Low Head B Demo				55			55	$ 10,800

Freese and Nichols, Inc.

City of Lubbock
Bailey County Well Field Supply Pipeline
12/19/2012
Detailed Cost Breakdown - Final Design - Water Transmission

Project Fee Summary		
Basic	$	873 560
Special - Mapbooks	$	23 093
Total Project	$	896 653

| | | |

City of Lubbock
Bailey County Well Field Supply Pipeline
12/19/2012
Detailed Cost Breakdown - Final Design - Water Transmission

Project Fee Summary	
Basic	$ 873 560
Special - Maphooks	$ 23 093
Total Project	$ 896,653

Special Services

Phase	Task	Labor Task Description	Nick Letter	Rusty Gilspie	Mike Keesling	Mike Comette	Lara Smith	Ryan Ramsey	Total Hours	Total Labor Effort
		Hourly Bill Rate	$185.00	$247.00	$141.75	$196.35	$80.85	$141.75		
5		Maphook	20		20	80			120	$ 22,243
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
		Total Special Services Hours	20		20	80				
		Total Special Services Labor Effort	$ 3,700	$ -	$ 2,835	$ 15,708	$ -	$ -	120	$ 22,243

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Other	Other	Other	Other	Other	Other	Total Exp Effort
		Expense Bill Rate	$ 8.50	$ 5.75	$ 0.10	$ 0.50	$ 2.50	$ 5.75	$ 5.00	10%	10%	10%	10%			
		Technology Charges	100													$ 850
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Special Services Items	100	-	-	-	-	-	-	-	-	-	-	-	-	$ -
		Total Special Services Expenses Effort	$ 850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 850

Phase	Task	Subconsultants	Hugo Reed	Hugo Reed	Corrosion Control Technologies	Rios Group									Total Sub Effort
		Expense Bill rate	10%	10%	10%	10%									
		Survey - Hugo Reed	235,520												$ 259 072
		Land Acquisition - Hugo Reed		677,600											$ 745 360
		Corrosion - CCT			33,580										$ 37 048
		SUE- Rios/Geotrendons Group				93,500									$ 102 850
															$ -
															$ -
															$ -
															$ -
															$ -
		Total Special Services Subconsultants Cost	$ 235,520	$ 677,600	$ 33,580	$ 93,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Special Services Subconsultants Effort	$ 259,072	$ 745,360	$ 37,048	$ 102,850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,144,330

Freese and Nichols, Inc.

City of Lubbock
Bailey County Well Field Supply Pipeline - Final Design
Detailed Cost Breakdown - Electrical

Project Fee Summary		
Total Basic	$	34,166
Total Special	$	-
Total Project	$	34,166

Basic Services

Task	Labor Task Description	Jeff Hundley	Wade Zambeck	Pete Meston										Total Hours	Total Labor Effort	Total Exp Effort	Total Effort
	Hourly Bill Rate	$222.60	$182.70	$144.90													
N/A	Computer Expenses															$ 1,170	$ 1,170
1	Design														$ -	$ 1,225	$ 1,225
2	Meetings		6											6	$ 1,096	$ -	$ 1,096
3	Field Investigation/Site Visit to Pump Station		12											12	$ 2,192	$ -	$ 2,192
4	Plans		42	30										72	$ 12,020	$ -	$ 12,020
5	Specs		15											15	$ 2,741	$ -	$ 2,741
6	QA/QC	12												12	$ 2,671	$ -	$ 2,671
7	Low Head B	12	30	20										62	$ 11,050	$ -	$ 11,050
8															$ -	$ -	$ -
9															$ -	$ -	$ -
10															$ -	$ -	$ -
11															$ -	$ -	$ -
12															$ -	$ -	$ -
13															$ -	$ -	$ -
14															$ -	$ -	$ -
15															$ -	$ -	$ -
16															$ -	$ -	$ -
17															$ -	$ -	$ -
18															$ -	$ -	$ -
19															$ -	$ -	$ -
20															$ -	$ -	$ -
	Total Hours	24	106	50													
	Labor Effort	$ 6,342	$ 19,184	$ 7,245	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
														Total Basic Services	179	$ 31,771	$ 2,395	$ 34,166

	Expenses	Computer Hrs	B&W copies	Color copies	Miles	Plotter - color	Plotter - other	Binding	Travel	Rental	Hotel	Equipment Rental		Total Exp Effort
	Expense Bill Rate	$ 10.00	$ 0.10	$ 0.50	$ 0.64	$ 5.75	$ 5.00	$ 5.75	10%	10%	10%	10%	$ -	
N/A	Computer Expenses	117.00												$ 1,170
1	Travel								800	300				$ 1,225
2														$ -
3														$ -
4														$ -
5														$ -
6														$ -
7														$ -
8														$ -
9														$ -
10														$ -
11														$ -
12														$ -
13														$ -
14														$ -
15														$ -
16														$ -
17														$ -
18														$ -
19														$ -
	Total Basic Services Expenses	117	-	-	-	-	-	-	800	300	-	-	-	
	Total Basic Services Expenses Effort	$ 1,170	$ -	$ -	$ -	$ -	$ -	$ -	$ 880	$ 330	$ -	$ -	$ -	$ 2,395

City of Lubbock
Low Head B Pipeline Final Design
12/1/2012
Detailed Cost Breakdown - Structural

Project Fee Summary	
Basic	$ 13,127
Special	$ -
Total Project	$ 13 127

Basic Services

Phase	Task	Labor Task Description	peter bartels	amy ranes	julie whitcraft										Total Hours	Total Labor Effort
		Hourly Bill Rate	$169 05	$169 05	$142.80											
		Vault	2	24	18										42	$ 6 681
		Low Head B Vaults	2	18	16										36	$ 5 666
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Hours	4	42	32											
		Total Basic Services Labor Effort	$ 676	$ 7,100	$ 4,570	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	78
																$ 12,347

Phase	Task	Expenses	Computer Hrs	B&W copies	Color copies	Miles	Plotter - color	Plotter - bond	Binding	Misc.						Total Exp Effort
		Expense Bill Rate	$ 10 00	$ 0.10	$ 0.50	$ 0.61	$ 5.75	$ 2.50	$ 5.75	$ 1.10	$ -	$ -	$ -	$ -	$ -	
		Computer Charges	78.00													$ 780
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Items / Cost	78	-	-	-	-	-	-	-	-	-	-	-	-	$ -
		Total Basic Services Expenses Effort	$ 780	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 780

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]										Total Sub Effort
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Subconsultants Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CITY OF LUBBOCK
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE
Design and Construction Schedule
LCU Campus Work 2013

ID	Task Name	Start	Finish
1	PDR	Mon 7/16/12	Fri 12/7/12
2	**Design**	**Fri 2/1/13**	**Tue 7/2/13**
3	Pipe Design	Fri 2/1/13	Tue 7/2/13
4	Survey	Fri 2/15/13	Mon 4/15/13
5	Geotechnical Survey	Fri 3/1/13	Mon 4/15/13
6	Corrosion Control Design	Fri 3/1/13	Thu 4/25/13
7	Easement Documents	Fri 2/15/13	Tue 4/30/13
8	ROW Acuisition	Fri 3/8/13	Mon 7/1/13
9	**Permits**	**Mon 4/15/13**	**Thu 6/27/13**
10	TxDOT	Mon 4/15/13	Thu 6/27/13
11	TCEQ	Mon 4/15/13	Thu 6/27/13
12	RailRoad	Mon 4/15/13	Thu 6/27/13
13	Oil/Gas Pipilines	Mon 4/15/13	Thu 6/27/13
14	Advertise/Bid	Thu 7/4/13	Mon 8/5/13
15	Award	Tue 8/6/13	Fri 9/6/13
16	**Construction**	**Mon 9/9/13**	**Fri 4/4/14**
17	Prepare Lay Sheets	Mon 9/9/13	Fri 10/18/13
18	Fabricate Pipe	Mon 9/30/13	Fri 1/17/14
19	ROW Prep	Mon 9/30/13	Thu 11/14/13
20	Pipe Installation	Fri 10/18/13	Thu 2/20/14
21	Test Pipe	Fri 2/21/14	Thu 3/13/14
22	ROW Clean	Fri 3/14/14	Thu 4/3/14
23			
24	**LCU Campus Crossing**	**Fri 12/7/12**	**Wed 8/28/13**
25	Pipe Design	Fri 2/1/13	Thu 4/18/13
26	Survey	Fri 12/7/12	Thu 2/7/13
27	Corrosion Control Design	Mon 1/7/13	Fri 3/1/13
28	Advertise/Bid	Thu 4/18/13	Sat 5/18/13
29	Award	Sun 5/19/13	Wed 6/19/13
30	Prepare Lay Sheets	Thu 6/20/13	Wed 7/3/13
31	Fabricate Pipe	Thu 7/4/13	Wed 7/24/13
32	Install Pipe	Thu 7/25/13	Wed 8/14/13
33	Clean ROW and Install Parking Lot	Thu 8/15/13	Wed 8/28/13

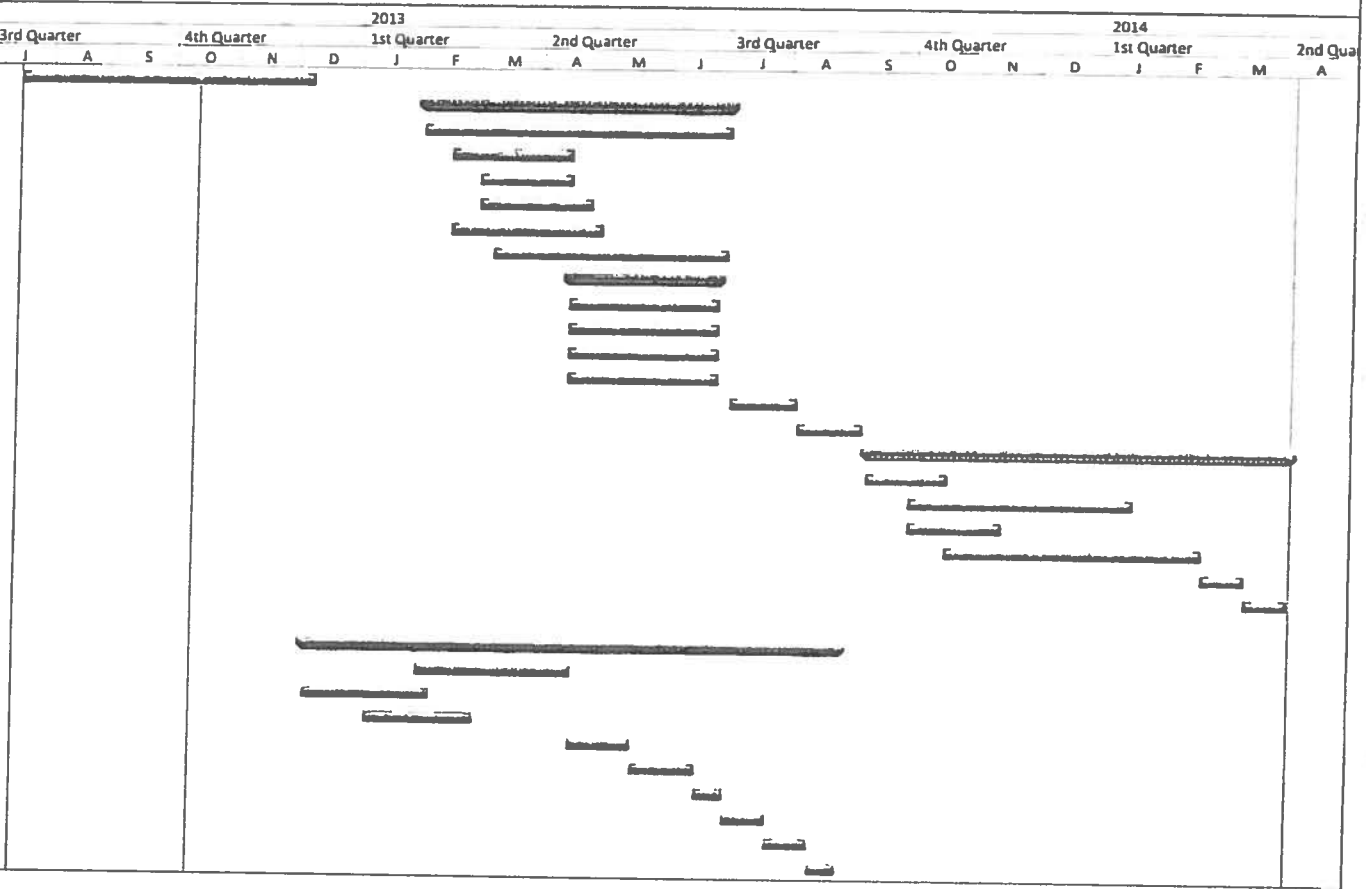
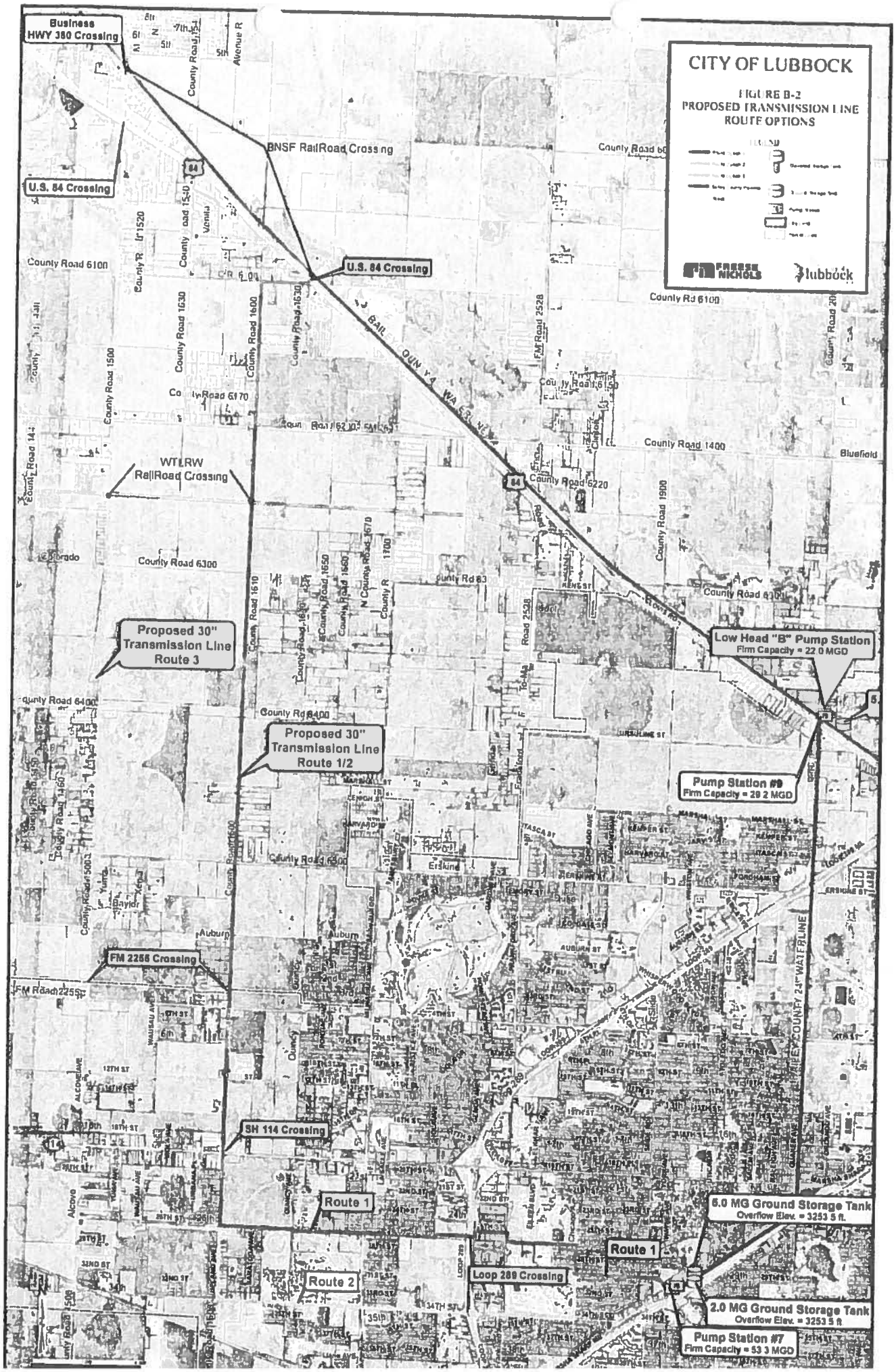


FIGURE A-4


CITY OF LUBBOCK
FIGURE B-2
PROPOSED TRANSMISSION LINE
ROUTE OPTIONS
Business HWY 380 Crossing
BNSF RailRoad Crossing
U.S. 84 Crossing
U.S. 84 Crossing
WTERW RailRoad Crossing
Proposed 30" Transmission Line Route 3
Proposed 30" Transmission Line Route 1/2
Low Head "B" Pump Station
Firm Capacity = 22.0 MGD
Pump Station #9
Firm Capacity = 29.2 MGD
FM 2256 Crossing
SH 114 Crossing
Route 1
Route 2
Route 1
Loop 289 Crossing
6.0 MG Ground Storage Tank
Overflow Elev. = 3253.5 ft.
2.0 MG Ground Storage Tank
Overflow Elev. = 3253.5 ft.
Pump Station #7
Firm Capacity = 53.3 MGD
County Road 6100
County Road 6300
County Road 6400
County Road 6500
County Road 1400
County Road 1500
County Road 1600
County Road 1630
County Road 1650
County Road 1660
County Road 1700
County Road 1900
County Road 2528
FM Road 2528
FM Road 2256
Auburn
Erskine
Bluefield
Baylor
Yuma
Colorado
Alcove
Quincy
Frankford
Avenue R
Avenue Q
Loop 289
24th WATERLINE

ATTACHMENT CO

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Two Million One Hundred Forty Six Thousand Seven Hundred Fifty One ($2,163,829.00). 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:

Position	Rate
PRINCIPAL	388.50
GROUP MANAGER	247.00
ENGINEER VIII	269.85
ENGINEER VII	263.55
ENGINEER VI	236.25
ENGINEER V	185.00
ENGINEER IV	169.05
ENGINEER III	150.15
ENGINEER II	141.75
ENGINEER I	116.55
ELECTRICAL ENGINEER VI	222.60
ELECTRICAL ENGINEER V	182.70
ELECTRICAL ENGINEER IV	144.90
ELECTRICAL ENGINEER III	136.50
ELECTRICAL ENGINEER II	132.30
ELECTRICAL ENGINEER I	124.95
MECHANICAL ENGINEER VI	215.25
MECHANICAL ENGINEER V	191.10
MECHANICAL ENGINEER IV	166.95
MECHANICAL ENGINEER III	147.00
PROGRAM MANAGER II	222.60
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00
CONSTRUCTION CONTRACT ADMIN II (LAH PS RPR)	126.00
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75
CONSTRUCTION CONTRACT ADMIN I (PBPS RPR)	115.50
DOCUMENT CONTROL CLERK	106.05
SR DESIGNER	196.35
DESIGNER II	158.55
DESIGNER I	136.50
CADD DESIGNER	168.00
TECHNICIAN IV	142.80
TECHNICIAN III	114.45
TECHNICIAN II	95.55
TECHNICIAN I	73.50
GIS COORDINATOR	144.90
GIS ANALYST IV	131.25
GIS ANALYST III	108.15
GIS ANALYST II	96.60
GIS ANALYST I	72.45

Position	Rate
3D VISUALIZATION COORDINATOR	178.50
ENVIRONMENTAL SCIENTIST VII	228.90
ENVIRONMENTAL SCIENTIST VI	199.50
ENVIRONMENTAL SCIENTIST V	168.00
ENVIRONMENTAL SCIENTIST IV	147.00
ENVIRONMENTAL SCIENTIST III	126.00
ENVIRONMENTAL SCIENTIST II	88.20
ENVIRONMENTAL SCIENTIST I	87.15
ARCHITECT VI	201.60
ARCHITECT V	182.70
ARCHITECT IV	147.00
ARCHITECT III	140.70
ARCHITECT II	113.40
ARCHITECT I	97.65
PLANNER VI	213.15
PLANNER V	163.80
PLANNER IV	129.15
PLANNER III	117.60
PLANNER I	96.60
HYDROLOGIST V	184.80
HYDROLOGIST IV	144.90
HYDROLOGIST III	133.35
HYDROLOGIST II	121.80
SENIOR GEOLOGIST	142.80
GEOTECHNICAL ENGINEER VI	236.25
PUBLIC INVOLVEMENT COORDINATOR	134.40
WEB SERVICES ADMINISTRATOR	157.50
WORD PROCESSING/SECRETARIAL	80.85
OPERATIONS ANALYST	145.95
CONTRACT ADMINISTRATOR	92.40
INFORMATION SERVICES ADMINISTRATOR	79.80
INFORMATION SERVICES CLERK III	63.00
INFORMATION SERVICES CLERK II	58.80
INFORMATION SERVICES CLERK I	57.75
CO-OP	70.35

RATES FOR INHOUSE SERVICES

Computer and CAD	
PC CAD Stations	$10.00 per hr.

Calcomp Plotter	
Bond	$2.50 per plot
Other	$5.00 per plot
Color	$5.75 per plot

Testing Apparatus	
Density Meter	$700.00 per month
Gas Detection	$20.00 per test

Print Shop	
Color Copies & Printing	$0.50 per single side copy $1.00 per double side copy
Black & White Copies & Printing	$0.10 per single side copy $0.20 per double side copy
Binding	$5.75 per book

The ranges and individual salaries will be adjusted annually.

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

FNI _____
OWNER _____

EXHIBIT A-1
BAILEY COUNTY TRANSMISSION LINE
SURVEYING SERVICES (AERIAL TOPO)
3-Dec-12

	Task	Prin. In Charge	Proj Manager	Reg. Prof. Land Surveyor	Sr. P.E.	P.E.	EIT	Survey Crew Manager	Draf CADD	Survey Crew	Total Hours	Total Extension ($)
	Rates	$ 170.00	$ 145.00	$ 115.00	$ 130.00	$ 115.00	$ 95.00	$ 80.00	$80.00	$ 180.00		
	Design Surveying - Aerial Topo											
A-1.1	Establish Project Control			12				20		40	72	$ 10,180.00
A-1.2	Set Permanent Control Monuments		6	24				12	16	108	166	$ 25,310.00
A-1.3	Locate Section Corners		12	20				28		120	180	$ 27,860.00
A-1.4	Establish Existing Rights-of-Way		4	20				20		80	124	$ 18,880.00
A-1.5	Develop Right-of-Way Basemap	4	12	40		200		40	180		476	$ 47,620.00
A-1.6	Topographic/Improvements Survey		8					10	20	40	718	$ 10,760.00
A-1.7	Public Utility Map		8	12		40		20	80	120	280	$ 36,740.00
A-1.8	Develop 3-D Terrain Model											$ -
A-1.9	Coordinate with SUE consultant		40								40	$ 5,800.00
A-1.10	Panel Points for Aerial Mapping		4	8				24	16	80	132	$ 19,100.00
	Subtotal Design Survey Hours/Costs (HRA)	4	94	136	0	240	0	174	296	508	2188	**$ 202,270.00**
A1.11	Aerial Mapping and Preparation of 3D Model (GAI - See Proposal Attached)											$ 33,250.00
	Subtotal Design Survey (GAI and HRA)											**$ 235,520.00**
	Land Acquisition - See Exhibit B for Detail											
B.3	Documentation Preparation (HRA)											$ 204,240.00
B.8	Project Management (HRA)											$ 48,000.00
	Subconsultants											
B.1	Appraisal											$ 86,000.00
B.2	Property Costs and Pricing											$ 16,000.00
B.3	Documentation Preparation											$ 22,400.00
B.4	Title Examination											$ 38,700.00
B.5	Negotiation											$ 153,600.00
B.6	Severed Mineral Rights											$ 43,200.00
B.7	Closing Proceedures											$ 12,900.00
B.8	Project Management											$ 52,560.00
	Subtotal Land Acquisition Subtotal Costs											**$ 677,600.00**
	Total Labor & Basic Services											**$ 913,120.00**

EXHIBIT B
BAILEY COUNTY TRANSMISSION LINE
LAND ACQUISITION SERVICES
3-Dec-12

TASK	DESCRIPTION	HRA Man Day $ 1,200.00	HRA Crew Day $ 1,440.00	HAC Man Day $ 1,000.00	CTHG Man Day $ 1,600.00	WTTC Per Parcel $ 1,075.00	DWH Man Day $ 640.00	Fee
B.1	**APPRAISAL**							
	Harris Appraisal Company, Inc.			86				$ 86,000.00
B.2	**PROPERTY COSTS AND PRICING**							
	Harris Appraisal Company, Inc.			16				$ 16,000.00
B.3	**DOCUMENTATION PREPARATION**							
	Hugo Reed and Associates, Inc.	85	71					$ 204,240.00
	Craig, Terrill, Hale & Grantham, LLP				14			$ 22,400.00
B.4	**TITLE EXAMNATION**							
	West Texas Title Company, Inc.*					36		$ 38,700.00
	Collection of title insurance premium**							TBD**
B.5	**NEGOTIATION**							
	Dee W. Hart, Jr.						240	$ 153,600.00
B.6	**TITLE REVIEW FOR OIL & GAS LEASES AND SEVERED MINERAL RIGHTS**							
	Craig, Terrill, Hale & Grantham, LLP				27			$ 43,200.00
B.7	**CLOSING PROCEEDURES**							
	West Texas Title Company, Inc.					12		$ 12,900.00
B.8	**PROJECT MANAGEMENT**							
	Hugo Reed and Associates, Inc.	40						$ 48,000.00
	Harris Appraisal Company, Inc.			10				$ 10,000.00
	Craig, Terrill, Hale & Grantham, LLP				19			$ 30,400.00
	Dee W. Hart, Jr.						19	$ 12,160.00
B.9	**CONDEMNATION - ADDITIONAL SERVICES**							TBD
TOTALS		$ 150,000.00	$ 102,240.00	$ 112,000.00	$ 96,000.00	$ 51,600.00	$ 165,760.00	**$ 677,600.00**

Tasking is based on 48 parcels for transmission Route #1 provided by Freese and Nichols, Inc.
Should a change in route be required or should additional parcels be identified, an amendment to this agreement for out of scope services will be required.
*Includes (1) tax certificates; (2) recording; (3) regular or certified copies; (4) wire transfer fees if required; (5) express fees incurred in order to transmit documents or funds, (6) Attorney Fees
**Fee based on individual Parcel value. See attached Texas Title Insurance Premiums Referance Rate Guide

ENGINEERING FEE ESTIMATE

CORROSION CONTROL TECHNOLOGIES, INC.

Freese and Nichols
City of Lubbock - Bailey County Pipeline
A140.BD

Raw Salary Multiplier = 2.0

Task Efforts	Name	2013 Labor Rates	Task 1 Corrosion Study Man-hours	Task 1 Cost($)	Task 2 Cathodic Protection Design Man-hours	Task 2 Cost($)	Task 3 Construction Services Man-hours	Task 3 Cost ($)	Task 4 Energize and Test Man-hours	Task 4 Cost ($)	TOTAL OF ALL TASKS Man-hours	TOTAL OF ALL TASKS Cost ($)
Administration/Progress Reports	Mattson, Jeff	$132.09	8	$1,056.72	8	$1,056.72	0	$0.00	0	$0.00	16	$2,113.44
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	8	$448.64	8	$448.64	0	$0.00	0	$0.00	16	$897.28
Travel	Mattson, Jeff	$132.09	0	$0.00	16	$2,113.44	0	$0.00	0	$0.00	16	$2,113.44
	Nelson, Cody	$72.55	16	$1,160.80	0	$0.00	0	$0.00	0	$0.00	16	$1,160.80
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Resistivity/BaselineTesting	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	24	$1,741.20	0	$0.00	0	$0.00	0	$0.00	24	$1,741.20
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Continuity Testing	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Groundbed Inspection, Field	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
QA/QC Reevew	Mattson, Jeff	$132.09	4	$528.36	0	$0.00	0	$0.00	0	$0.00	4	$528.36
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Data tabulation and evaluation	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	4	$290.20	0	$0.00	0	$0.00	0	$0.00	4	$290.20
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	8	$448.64	0	$0.00	0	$0.00	0	$0.00	8	$448.64
Submittal/Design/Report Preparation	Mattson, Jeff	$132.09	40	$5,283.60	48	$6,340.32	0	$0.00	0	$0.00	88	$11,623.92
	Nelson, Cody	$72.55	16	$1,160.80	88	$6,384.40	0	$0.00	0	$0.00	104	$7,545.20
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	8	$448.64	12	$672.96	0	$0.00	0	$0.00	20	$1,121.60
	SUBTOTAL LABOR		**136**	**$12,567.60**	**180**	**$17,016.48**	**0**	**$0.00**	**0**	**$0.00**	**316**	**$29,584.08**

Expenses	Units	Unit Cost	Quantity	Cost ($)	Quantity	Cost ($)	Quantity	Cost ($)	Quantity	Cost ($)	Quantity	Cost ($)
Auto Mileage	Mile	$0.70	50	$35.00	50	$35.00	0	$0.00	0	$0.00	100	$70.00
Standard Equipment Fee	Daily	$40.00	2	$80.00	0	$0.00	0	$0.00	0	$0.00	2	$80.00
Continuity Test Equipment	Daily	$130.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Close Interval Equipment	Daily	$200.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Current Interrupter	Daily	$20.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Air Travel	Trip	$900.00	1	$900.00	1	$900.00	0	$0.00	0	$0.00	2	$1,800.00
Food and Lodging	Day	$140.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Auto Rental	Day	$90.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Other Travel	Day	$30.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Laboratory	Sample	$110.00	4	$440.00	0	$0.00	0	$0.00	0	$0.00	4	$440.00
Field Supplies	Direct Cost	$1.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Shipping Charges	Direct Cost	$1.00	100	$100.00	0	$0.00	0	$0.00	0	$0.00	100	$100.00
		SUBTOTAL EXPENSES		**$1,555.00**		**$935.00**		**$0.00**		**$0.00**		**$2,490.00**
		SUBTOTAL LABOR AND EXPENSES		$14,122.60		$17,951.48		$0.00		$0.00		$32,074.08
		Contingency	***5%***	$706.13	***5%***	$897.57	***5%***	$0.00	***4%***	$0.00		$1,603.70
		Inflation Factor	***0%***	$0.00	***0%***	$0.00	***0%***	$0.00	***4%***	$0.00		$0.00
		TOTAL COST BY TASK		**$14,828.73**		**$18,849.05**		**$0.00**		**$0.00**		**$33,677.78**
		NOT TO EXCEED COST BY TASK		**$14,830.00**		**$18,850.00**		**$0.00**		**$0.00**		**$33,680.00**

Freese and Nichols, Inc.

CITY OF LUBBOCK
PROPOSED 30-INCH PIPELINE
Detailed Cost Breakdown
GEOTECHNICAL

Project Fee Summary

Total Labor	$	25 705
Total Expenses	$	4 181
Total Subs	$	20 653
Total Project	$	50 539

BASIC SERVICES

Task	Labor Task Description	Tony Boeckler	Marc Miller	Micah Hargrave	Don James	Marguerite Knapp	Nitza Beldenow	Total Hours	Total Labor
	Hourly Bill Rate	$236.25	$185.00	$150.15	$142.80	$80.85	$114.45		
N/A	Computer Expenses								
1	Review Geology				1			1	$ 143
2	Coordination with Utilities, Driller and Lab				4	6		10	$ 1 056
3	Stake Borings			24				24	$ 3 604
4	Log Borings				70			70	$ 9 996
5	Draft/Review Logs			2		8		10	$ 947
6	Assign Laboratory Testing			1				1	$ 150
7	Engineering/Calculations		1	2				3	$ 485
8	Technical Memorandum		6	12		4		22	$ 3 235
9	Drafting						8	8	$ 916
10	Meetings		2	2				4	$ 670
11	Quality Control/Quality Review	4						4	$ 945
12	Project Management	4	6					10	$ 2 055
13	Plan Review		4	4				8	$ 1 341
14	Mail Corrosion Samples					2		2	$ 162
15									$ -
16									$ -
17									$ -
18									$ -
19									$ -
20									$ -
21									$ -
22									$ -
23									$ -
24									$ -
25									$ -
26									$ -
27									$ -
28									$ -
29									$
30									$ -
31									$ -
32									$ -
33									$ -
34									$ -
35									$ -
36									$ -
37									$ -
38									$ -
39									$ -
	Total Hours	8	19	47	75	20	8		
	Labor Effort	$ 1,890	$ 3,515	$ 7,057	$ 10,710	$ 1,617	$ 916	$ -	$ - $ - $ -
								Total Labor	177 $ 25,705

	OTHER DIRECT EXPENSES	Technology Charge			Miles	Mailing	Equipment	Binding	Per diem	Total Expenses
	Expense Bill Rate				0.64	10%	10%	5.75	10%	
N/A	Computer Expenses									$ -
1	Review Geology	1								$ 9
2	Coordination with Utilities, Driller and Lab	10								$ 85
3	Stake Borings	24			700				300	$ 961
4	Log Borings	70			700				1200	$ 2 342
5	Draft/Review Logs	10								$ 85
6	Assign Laboratory Testing	1								$ 9
7	Engineering/Calculations	3								$ 26
8	Technical Memorandum	22								$ 187
9	Drafting	8								$ 68
10	Meetings	4								$ 34
11	Quality Control/Quality Review	4								$ 34

CITY OF LUBBOCK
PROPOSED 30-INCH PIPELINE
Detailed Cost Breakdown
GEOTECHNICAL

12	Project Management	10									$ 85
13	Plan Review	8									$ 68
14	Mail Corrosion Samples	2				156					$ 189
15											$ -
16											$ -
17											$ -
18											$ -
19											$ -
20											$ -
	Total Expenses	$ 1,505	$ -	$ -	$ 856	$ 172	$ -	$ -	$ 1,650		$ -
											$ 4,181

SUBCONSULTANTS

	Expense Bill Rate	Sub 1	Sub 2	Total Subs
		10%	10%	
22	Gorrondona & Associates	$ 5,015.50		$ 5,517
23	Texplor		$ 13,760.00	$ 15,136
24				$ -
25				$ -
	Total Subconsultants	$ 5,517	$ 15,136	$ 20,653

Project Fee Summary

Total Labor	$ 25,705
Total Expenses	$ 4,181
Total Subs	$ 20,653
Total Project	$ 50,539

Freese and Nichols, Inc.

CITY OF LUBBOCK
PROPOSED 30-INCH PIPELINE
Detailed Cost Breakdown
SUBSURFACE UTILITY ENGINEERING

Project Fee Summary		
Total Cost	$	93 500
Total Expenses	$	-
Total Subs	$	-
Total Project	$	93 500

BASIC SERVICES

Task	Task Description	QL B SUE	Test Holes	QL B Waterline							Unit Total	Total Cost
	Rate	$1 25	$1 200 00	$1 000 00								
1	Quality Level B Subsurface Utility Engineering	50,000									50 000	$ 62 500
2	Quality Level A Test Holes		25								25	$ 30 000
3	Locate and Stake 10-inch Waterline			1							1	$ 1 000
4												$ -
5												$ -
6												$ -
7												$ -
8												$ -
9												$ -
10												$ -
11												$ -
12												$ -
13												$ -
14												$ -
15												$ -
16												$ -
17												$ -
18												$ -
19												$ -
20												$ -
21												$ -
22												$ -
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24												$ -
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26												$ -
27												$ -
28												$ -
29												$ -
30												$ -
31												$ -
32												$ -
33												$ -
34												$ -
35												$ -
36												$ -
37												$ -
38												$ -
39												$ -
	Total Hours	50,000	25	1								
	Labor Effort	$ 62,500	$ 30,000	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
											Total Labor	50,026 $ 93,500

OTHER DIRECT EXPENSES	Technology Charge			Miles	Mailing	Equipment	Binding	Per diem	Total Expenses
#REF!	Expense Bill Rate #REF!			0 64	10%	10%	5 75	10%	
1	Quality Level B Subsurface Utility Engineering								$ -
2	Quali Level A Test Holes								$ -
3	Locate and Stake 10-inch Waterline								$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -

City of Lubbock
Bailey County Pipeline
13-Dec-12
Detailed Cost Breakdown - ENVIRONMENTAL AND ARCHEOLOGY

Project Fee Summary	
Basic	$ 25,014
Special	$ -
Total Project	$ 25 014

Basic Services

Phase	Task	Labor Task Description	Randall Howard	Patrick Garrett	Meredith L Heather	Sabrina Japlin	Total Hours	Total Labor Effort
		Hourly Bill Rate	$228 90	$147 00	$87 15	$108.15		
		Environmental Report	4	24	24	10	62	$ 7 617
		THC coordination	2	12	5	5	24	$ 3 199
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
		Total Basic Services Hours	6	36	29	15		
		Total Basic Services Labor Effort	$ 1,373	$ 5,292	$ 2,527	$ 1,622	86	$ 10,816

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Miles	Other	Total Exp Effort
		Expense Bill Rate	$ 8.50	$ 5.75	$ 0.10	$ 0.50	$ 2.50	$ 5.75	$ 5.00	$ 0.64	10%	
		Technology Charges	86.00	200	50							$ 1 886
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
		Total Basic Services Items	86	200	50	-	-	-	-	-	-	$ -
		Total Basic Services Expenses Effort	$ 731	$ 1,150	$ 5	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,886

Phase	Task	Subconsultants	Prewitt and Associates	[Name 2]	[Name 3]	[Name 4]	Total Sub Effort
		Expense Bill Rate	10%				
		Archeological Survey	11,193				$ 12 312
			-				$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
		Total Basic Services Subconsultants Cost	$ 11,193	$ -	$ -	$ -	$ -
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ 12,312

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 34,257
Advertisement	146
Misc. Services	51,000
Freese & Nichols - LHB Assessment Professional Services	378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering	274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services	2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services	690,367
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Sewer System Capital Improvement	208,160
Current Agenda Items- February 27, 2014	
BCWF Supply Pipeline Construction - Contract B	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
Encumbered/Expended to Date	19,111,725
Estimated Costs for Remaining Appropriation	
Construction	7,388,275
Remaining Appropriation	7,388,275
Total Appropriation To Date	$ 26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **5. 12.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Traffic Engineering: Consider a resolution authorizing the Mayor to execute contract 11690 with Utility Contractors of America, Inc. for Traffic Engineering trenching and boring services, RFP 14-11690-TS.

Item Summary

The City installs new traffic signals, maintains existing traffic signals and installs fiber optic cable. Underground conduit is installed to hold traffic signal cabling or fiber optic communications lines. Traffic Engineering installs new traffic signals at a rate of two to three per year, repairs crushed conduit at existing intersections when needed and will install up to five miles of fiber optic communication lines each year for five years.

Traffic Engineering currently has three capital improvement projects (CIP); traffic signal upgrades for the upgrade of the current copper communications cable throughout the City, communications system expansion for new fiber communications along arterials replacing the existing radio communications and traffic signal/controllers for the repair of crushed conduit at existing intersections.

The Traffic Engineering Department does not have the personnel or equipment to perform these services. This service contract will provide a contractor who can respond quickly and is capable of installation, replacement or repairs when identified by City Staff. The scope for this contract includes boring, trenching, barricades, clean-up and labor for a turn-key project. The conduit sizes range from two inches to four inches in diameter at depths of eighteen inches to five feet. All paving and surface repairs will be made in conjunction with the conduit installation as needed.

An evaluation committee reviewed the proposals based on the following criteria: 60% Price, 20% Contractor Qualifications, and 20% Safety Record Questionnaire. Proposals were ranked as follows:

Proposers	Points
Utility Contractors of America, Inc. of Lubbock, TX	255
HD Weaver Ditching Services, Inc. of Lubbock, TX	200

The service contract will be for a term of one year with the option of two, one year extensions. The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on the actual need. The price per unit will not change.

The committee recommends that the unit price contract be awarded to the highest ranking proposer, Utility Contractors of America, Inc., of Lubbock, Texas.

Fiscal Impact

$1,274,000 is appropriated in CIP 92216, traffic signal upgrades, $350,000 is appropriated in CIP 92349, communication system expansion, $200,000 is appropriated in CIP 92172, traffic signals/controllers, and $80,000 is appropriated in 4525, Traffic Operating Budget. Funding will be available in these accounts as needed for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution and Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11690 for Traffic Engineering trenching and boring services, by and between the City of Lubbock and Utility Contractors of America, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Utility Contractors
January 28, 2014

City of Lubbock, TX
Contract for Services
Traffic Engineering Trenching and Boring Services

THIS CONTRACT made and entered into this 27th day of **February, 2014**, by and between the City of Lubbock ("City"), and **Utility Contractors of America, Inc.,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for proposals for trenching and boring services and proposals were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said trenching and boring services.

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

1. In accordance with City's specifications and Contractor's proposal, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, trenching and boring services and more specifically referred to as Items 1-70 on the proposal form Exhibit A submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the proposal and specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

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

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general 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:

TYPE	AMOUNT
General Liability	$1,000,000
Commercial General Liability	
General Aggregate	
Products-Comp/OP AGG	
Personal & Adv. Injury	
Contractual Liability	
With Following Endorsements:	
XCU, Heavy Equipment	
Automotive Liability	$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Employer's Liability	$1,000,000

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

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

8. 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.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the

right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; RFP 14-11690-TS, general conditions, and bid form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Sharmon Owens
City Traffic Engineer

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Ty Lane
Print Name

5805 CR 7700
Address

Lubbock, TX 79424
City, State, Zip Code

City of Lubbock, TX
RFP 14-11690-TS Traffic Engineering Trenching and Boring Services
II. General Conditions

1 GENERAL CONDITIONS

1.1 Traffic Engineering is seeking proposals to establish a contract(s) for trenching and boring services to be done in the City of Lubbock in accordance with the applicable specifications and requirements below. The work or jobs described below are to be done by qualified contractors duly organized, validly existing and in good standing with at least 3 years experience in these types of services. The Contractor shall maintain a qualified work force experienced in the performance of specified jobs and familiar with all laws, rules & regulations regarding the activities stipulated herein. The Contractor shall show proof of qualifications and submit a list, together with their bid, of at least 3 customers and types of services done for the past 3 years.

1.2 The Contractor shall obtain necessary city permits for excavation in public right of way. The Contractors must register with Right of Way Office Management Coordinator at the City of Lubbock to obtain these permits. Permits for proposed installation in the TXDOT Right of Way will be obtained by Traffic Engineering personnel prior to the start of construction.

1.3 The Contractor shall guarantee to start projects with a minimum of 120 hours (5 days) notice. All prices on any ditches, excavations shall include any necessary equipment, back-filling, proper compaction, barricades, installation of warning tape (furnished by Traffic Engineering as needed) 18" below grade, and cleanup of site. All prices on bores shall include the above items with the addition of bore pit, pilot holes, and approach ditch. Back-filling shall proceed in a timely manner and in accordance with these specifications. Where cables or conduits are being installed by Traffic Engineering the Contractor shall promptly begin back-filling of trenches after being notified by Traffic Engineering that cable or conduit installation is completed. The Contractor shall guarantee all excavations against sinking for a period of one year. The Contractor shall be responsible for shoring any and all excavations five feet or more in depth, as required by the Occupational Safety and Health Act. The Contractor shall be available for any pre-construction meeting as needed.

1.4 Traffic Engineering may require the Contractor to establish in writing a total cost including a maximum number of days, hours, cubic yard, and/or linear feet for each job proposal prior to excavation. No work shall proceed without prior approval of Traffic Engineering. Change authorizations will be considered by Traffic Engineering if the need arises due to unforeseen circumstances. It is the intent of this bid that typical utility and underground traffic trenching work will be performed for the rates and units of measure as indicated on Traffic Engineering's Proposal Form. It is the further intent that the items and services shown under these headings are turn-key or complete services. The services and items listed under heading Traffic Engineering other are intended to be used only for unusual

circumstances or projects that do not fit under the scope of work described under other headings.

1.5 Billing invoices shall be itemized with charges separated accordingly. Traffic Engineering shall reserve the right to inspect time sheets on each project to confirm charges. No charges will be automatically paid that should be included in the footage rate, the hourly rate, or the boring rate. All invoices shall reflect a location furnished to the Contractor by Traffic Engineering. Invoices for work shall be submitted to Traffic Engineering for payment within 30 days of the completion of work.

1.6 The Contractor shall submit a list of subcontractors used in the completion of scheduled work.

1.7 During installations, other utility lines may be placed in City ditches. Traffic Engineering must approve any utility lines to be placed in the City ditch. It will be the responsibility of the contractor to negotiate with other utilities to install their facilities.

1.8 Contractor will be required at Contractor's expense to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total work or job price in the event that said work or job price assigned exceeds $50,000 and will also be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total work or job price in the event that said contract work or job assigned exceeds $100,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better.

2. PREPARATION FOR WORK

The Contractor shall immediately upon entering a project site for the purpose of beginning work, locate all general reference points and take any action necessary to prevent their destruction; lay out his own work and be responsible for all ditch lines, elevations, and measurements of construction, grading, utilities, and other work executed by him under this contract. The Contractor shall exercise proper precautions to verify dimensions (if available), shown on drawings before laying out work. Existing lines shown on drawings are not guaranteed as to size, location, or completeness. The Contractor will be held responsible for any damage resulting from the Contractor's failure to locate exact type, size, and depth of existing lines. Any proposed Traffic Engineering line that interferes with existing lines shall be relocated or re-routed by the Contractor as directed by Traffic Engineering Department.

3. PROTECTION

3.1 The Contractor shall be responsible for locating existing utilities, and adequately protecting, at all times, the adjoining property and surrounding areas including landscaping and improvements, other utility facilities; and at the Contractor's expense, restore any damage to utilities or property. The Contractor's responsibility shall also include the removal of excess soil and related excavated materials not used in the back-filling of excavations.

3.2 The Contractor shall provide at his expense all markers, lights, and solid barricades necessary to guard and protect all excavations and shall be responsible for any damage and liability from the neglect of these duties. All barricade equipment and layouts shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

3.3 Protect, at all times, the excavations and site from damage by rainwater, spring water, ground water, backing up of drains or sewers, and all other water hazards. The Contractor shall provide all pumps, equipment and enclosures to provide this protection. Excavations damaged by flooding or cave-ins shall be cleaned and enlarged to accommodate the installation of conduit pipes, cables, or pull boxes as required by drawings and specifications.

3.4 The Contractor shall be responsible for loss by theft and damage by negligence, rain, wind, storms, frost, and heat to Owner furnished materials placed in his charge.

3.5 Vehicle and equipment parking shall be arranged to minimize disruptions to normal traffic flow and pedestrian access. Blocking of doorways, sidewalks, handicap access, and fire lanes is prohibited.

3.6 Avoid parking on sidewalks, bricked areas, ramps, and sprinkler systems. Parking partially on the street and the sidewalk or curb shall be prohibited. If street parking is necessary, vehicles shall be parked parallel and adjacent to the curb with appropriate cones and barricades. The Contractor shall obtain permission from Traffic Engineering when parking or driving on a sidewalk or other landscaped area is necessary. If Traffic Engineering's permission is not obtained, then any damage or repair cost will be charged to the Contractor.

4. LAWS, REGULATIONS, CODES, AND ORDINANCES

4.1 Construction shall conform to applicable requirements of the latest edition of the following documents:

- The National Electric Code, (latest edition).
- The National Electric Safety Code, (latest edition).
- Occupational Safety and Health Act.
- API 1166 Excavation Monitoring and Observation
- All local, state, and national codes, ordinances, rules, and regulations not specifically mentioned above but which apply to the proposed construction including city and state standards for barricades.
- Occupational Health and Safety Act requirements for shoring and bracing ditches and excavations. The Contractor shall provide if necessary, shoring and sheet piling in compliance with the same.
- In case of conflict between any of the documents mentioned above, the highest requirements shall govern.
- Texas Manual of Uniform Traffic Control Devices (TMUTCD) (latest edition)

4.2 No extras shall be allowed for any changes to make the work conform to the regulations of the above mentioned documents; they shall be considered as completely included in the contract prices. Nothing in these specifications or drawings is to be construed to permit work not conforming to these documents and codes.

5. INSPECTION

Traffic Engineering representatives shall at all times have access to the project site for inspection of the work. Materials furnished to the Contractor by Traffic Engineering shall be inspected by the Contractor and Traffic Engineering upon receipt. The Contractor shall be responsible for the safe handling and storage of all material furnished to him and shall replace, at his own expense, all material that becomes damaged or defective due to negligence by the Contractor.

6. BARRICADES

The Contractor shall provide, install, and maintain for the duration of the work all necessary rigid barricades, warning signs and other warning devices and shall take all other precautions to safeguard persons, adjoining property, including improvements thereon, against injuries and damages of every nature whatsoever. Yellow warning tape attached to rebar will not be an acceptable method of barricading an excavation. All barricade equipment and layouts shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

7. TRENCH EXCAVATION

Pricing is requested for trenching of various widths and depths. Under parts of this bid, trenching will be performed by the Contractor, conduits and cables may be installed by Traffic Engineering personnel, and trenches will be back-filled by the Contractor. Under other portions of this bid, pricing is requested for turn-key trench, backfill, and conduit installation by the Contractor. Under either bid, the Contractor shall perform all clearing, excavating, filling, grading, and related services necessary to complete work shown on drawings and specified herein. The Contractor will completely remove and dispose of off-site all trees, shrubs, excess soil, and debris from area.

8. CONDUIT INSTALLATION

All conduit installation must conform to City of Lubbock design standards and specifications. As indicated above, some bid item pricing is requested for trenching only in which case Traffic Engineering personnel will install cable or conduits. Under other bid items pricing is requested for turn-key trench, backfill, and conduit installation by the Contractor. Under these bid items, the Contractor is to install conduits furnished by Traffic Engineering. Conduits shall be installed in a continuous run such that the conduit laying shall begin at one end of the trench and proceed to the other end. Splices can be made using solvent cement as directed by the conduit manufacturer in making up all PVC joints or by fusion. During construction, protect partially completed conduit installations shall be protected from entrance of dirt and debris. Weight or secure conduits so as to avoid floating if flowable backfill is to be

used. Install the flowable backfill in one pour if possible. Do not allow heavy masses of flowable backfill to fall on conduits. Insure that the top of the flowable backfill is reasonably level. Materials will be furnished by Traffic Engineering as specified below. All conduits shall be free of debris and have a mule tape placed in the conduit to allow for pulling in cable at a later date by Traffic Engineering personnel. The mule tape will not rust, rot or mildew and have a minimum of 1200 pounds breaking strength. The ends of finished empty conduit runs shall be sealed so as not to allow dirt or debris into the conduit.

9. BORING

The Contractor's price per foot for boring shall include all work necessary to complete the boring such as excavating bore pit, receiving pit, and pilot holes. Where bore pit, receiving pit or pilot holes have to be excavated in concrete or asphalt areas, the Contractor will be paid the unit prices for cutting and repairing concrete or asphalt. However, extra cubic yard or hourly charges for excavation will not be paid. Prices quoted on bores shall be one price regardless of depth.

10. PULL BOX EXCAVATION

The excavation shall be laid out so that when the pull box is set, it will be in line with the conduit assembly. The depth of the pull excavation shall be to the grade necessary with an additional 6" space at the bottom to facilitate placement of base material. An additional 12" on all sides shall be excavated to permit maneuvering and final adjustment of the pull box. The base material shall be sandy soil, 5/8"crushed rock, or the equivalent of coarse gravel and shall be installed prior to the installation of the pull box. The actual installation of the pull box shall be completed by the contractor or Traffic Engineering personnel as specified by Traffic Engineering. The Contractor shall backfill around and over the pull box and performs compaction as required below.

11. OTHER UTILITY INSTALLATION

In areas that other utility lines are installed in City ditches the contractor will negotiate prices for utility installation with the utility company. This may include partial back-filling for separation of facilities and price adjustments to City.

12. BACKFILLING

12.1 Where excavation in existing dirt or grassy areas has taken place, proper compaction will be required and prices included in per foot price.

12.2 Any excavation in paved areas shall be machine compacted in 6" layers to 95% proctor by means of a pneumatic tamper. Soil compaction test may be performed by the City of Lubbock.

12.3 All back-filling material shall be free from refuse, boulders, rocks, stones, or other unsuitable material. Existing material from excavation shall be used for back-filling.

12.4 At the option of Traffic Engineering, selected ditches may be back-filled with flowable backfill in order to speed up the backfill operation and minimize interruptions to customer operations or traffic. Flowable backfill will be installed when specifically requested by Traffic Engineering.

13. PAVEMENT CUT AND REPAIR

All pavement cut and repairs must conform to City of Lubbock design standards and specifications. Wherever it is necessary to make cuts in existing asphalt pavement or concrete areas, the cuts shall be made in such a manner as to cause the least amount of damage to adjoining surfaces. If ditches are in an area subject to City of Lubbock design standards and specifications paving specifications the compaction must be approved by City of Lubbock. Asphaltic concrete for repairs shall be furnished and installed by the Contractor. Where concrete sidewalks, driveways, streets, or parking lots are cut, the concrete shall be leveled, troweled, and finished to match the existing concrete.

14. CLEAN UP

After the construction work is completed and before acceptance by Traffic Engineering, the Contractor shall remove all rubbish, excess material from excavation, and other debris from the work site, and all trench surfaces shall be bladed and all depressions caused by settlement shall be filled with top soil or sand and yard raked to existing grades. Unless noted or directed otherwise, final grading and clean-up will be considered to be included in the cost of the particular excavation as designated in the proposal form.

15. FURNISHING OF MATERIALS

15.1 Unless noted or directed otherwise, Traffic Engineering will furnish or provide and pay for the following materials for installation by the Contractor:

1 PVC Conduit & Materials
2 Grout
3 Gravel
4 Concrete
5 Flowable Backfill

15.2 Pull Boxes will be delivered to the job site and set in the hole by the Contractor or Traffic Engineering.

15.3 All other material listed above shall be picked up by the Contractor at the City of Lubbock Traffic Operations, 202 Municipal Drive. Upon receipt of these materials, the Contractor shall assume full responsibility for the guarding and protection of these materials from loss or damage.

16. EXCEPTIONS

Any exceptions to the requirements stated herein must be stated in the formal proposal. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

17. RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Offerors shall use the prescribed format outlined in this RFP to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposal. Responses must be submitted in the format outlined in this RFP. Provide one original and two copies of your responses. Each response will be reviewed to determine if it is complete before evaluation. Traffic Engineering reserves the right to eliminate from further consideration

any response that is deemed to be unresponsive to this RFP. The intent of Traffic Engineering is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal, and not on the basis of what could be inferred. Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner.

18. EVALUATION CRITERIA

The City uses the Competitive Sealed Proposals procurement method as authorized by the Texas Legislature and further defined by Texas Government Code Section 2276. The maximum point value is equal to 100 points. The weigh factor is 60% for Price, 20% for Contractor Qualifications, 20% for Safety Record. The selection criteria used to evaluate each proposal includes the following:

60% PRICE: The quality of Offerors is not judged solely by a low initial cost proposal or, conversely, eliminated solely because of a high initial cost proposal. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated. One at a time, each proposal is evaluatedby taking the lowest proposal price and dividing it by the price of the proposal being evaluated. That fraction is then multiplied by the maximum point value multiplied by the weight of the price factor for the price score. For example: (Lowest Price/Current Proposal Price) X Maximum Point Value X Weigh Factor= Price Score.

20% CONTRACTOR QUALIFICATIONS: When evaluating a contractor's qualifications, the City uses the "Contractor's Statement of Qualifications" attached within and past experience after receipt of proposals. This criterion is subjectively evaluated and the formula is as follows: (Point X Weight = Score) with a maximum of five points allowable. Each Evaluator assigns points based upon the responses the contractor provides in the "Contractor's Statement of Qualifications" and any past experience with the contractor. The "Contractor's Statement of Qualifications" is a minimum, and you may provide additional pertinent information relevant to the project for which you are submitting this proposal.

20% SAFETY RECORD QUESTIONNAIRE: Each evaluator assigns points based upon the responses you provide in your "Safety Record Questionnaire" and the Contractors Experience Modification Ratio. The Offeror shall submit this ratio in the Contractors Statement of Qualifications. Contractors with an Experience Modification Ratio greater than 1 may be assessed zero points for this criterion, subject to review of safety record. The City may consider any incidence involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators will base their rating primarily upon the type of offense, date of the offense, location where the offense occurred, final disposition of the offense, the penalty assessed, as well as the Experience Modification Ratio.

Exhibit A

City of Lubbock, TX
Traffic Engineering Trenching, Boring & Excavation Services
RFP 14-11690-TS

UNIT COST PROPOSAL SUBMITTAL FORM

ITEM	DESCRIPTION	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST
EXCAVATION, BACKFILL, AND CONDUIT INSTALLATION: (As specified herein)					
1	12" Wide Ditch to 36" Deep (trench & backfill). As specified herein	1,000	LF	$ 16.00	$ 16,000.00
2	12" Wide Ditch to 36" Deep, with 1-2" PVC Conduits. As specified herein	10,000	LF	$ 17.00	$ 170,000.00
3	12" Wide Ditch to 36" Deep, with 2-2" PVC Conduit. As specified herein	100	LF	$ 17.50	$ 1,750.00
4	12" Wide Ditch to 36" Deep, with 1-3" PVC Conduit. As specified herein	100	LF	$ 18.00	$ 1,800.00
5	12" Wide Ditch to 36" Deep, with 2-3" PVC Conduits. As specified herein	500	LF	$ 19.00	$ 9,500.00
6	12" Wide Ditch to 36" Deep, with 1-4" PVC Conduit. As specified herein	100	LF	$ 18.50	$ 1,850.00
7	12" Wide Ditch to 36" Deep, with 2-4" PVC Conduits. As specified herein	500	LF	$ 19.50	$ 9,750.00
8	Excavation in Rock, 12" Wide Ditch to 36" Deep (trench & backfill). As specified herein	100	LF	$ 100.00	$ 10,000.00
9	Excavation in Rock, 12" Wide Ditch to 36" Deep, with 1-2" PVC Conduit. As specified herein	500	LF	$ 101.00	$ 50,500.00
10	Excavation in Rock, 12" Wide Ditch to 36" Deep, with 2-2" PVC Conduits. As specified herein	500	LF	$ 102.00	$ 51,000.00
11	Excavation in Rock, 12" Wide Ditch to 36" Deep, with 1-3" PVC Conduit. As specified herein	10,000	LF	$ 101.00	$ 1,010,000.00
12	Excavation in Rock, 12" Wide Ditch to 36" Deep, with 2-3" PVC Conduits. As specified herein	10,000	LF	$ 103.00	$ 1,030,000.00
13	Excavation in Rock, 12" Wide Ditch to 36" Deep, with 1-4" PVC Conduit. As specified herein	10,000	LF	$ 102.00	$ 1,020,000.00
14	Excavation in Rock, 12" Wide Ditch to 36" Deep, with 2-4" PVC Conduits. As specified herein	10,000	LF	$ 103.00	$ 1,030,000.00
15	18" Wide Ditch to 48" Deep (trench & backfill). As specified herein	1,000	LF	$ 17.00	$ 17,000.00
16	18" Wide Ditch to 48" Deep, with 1-2" PVC Conduit. As specified herein	1,000	LF	$ 18.00	$ 18,000.00

17	18" Wide Ditch to 48" Deep, with 2-2" PVC Conduits. As specified herein	1,000	LF	$ 18.50	$ 18,500.00
18	18" Wide Ditch to 48" Deep, with 1-3" PVC Conduit. As specified herein	500	LF	$ 19.00	$ 9,500.00
19	18" Wide Ditch to 48" Deep, with 2-3" PVC Conduits. As specified herein	3,000	LF	$ 20.00	$ 60,000.00
20	18" Wide Ditch to 48" Deep, with 1-4" PVC Conduit. As specified herein	500	LF	$ 19.50	$ 9,750.00
21	18" Wide Ditch to 48" Deep, with 2-4" PVC Conduits. As specified herein	3,000	LF	$ 20.50	$ 61,500.00
22	Excavation in Rock, 18" Wide Ditch to 48" Deep (trench & backfill). As specified herein	500	LF	$ 110.00	$ 55,000.00
23	Excavation in Rock, 18" Wide Ditch to 48" Deep, with 1-2" PVC Conduit. As specified herein	1,000	LF	$ 111.00	$ 111,000.00
24	Excavation in Rock, 18" Wide Ditch to 48" Deep, with 2-2" PVC Conduits. As specified herein	20,000	LF	$ 112.00	$ 2,240,000.00
25	Excavation in Rock, 18" Wide Ditch to 48" Deep, with 1-3" PVC Conduit. As specified herein	100	LF	$ 111.00	$ 11,100.00
26	Excavation in Rock, 18" Wide Ditch to 48" Deep, with 2- 3" PVC Conduits. As specified herein	500	LF	$ 113.00	$ 56,500.00
27	Excavation in Rock, 18" Wide Ditch to 48" Deep, with 1-4" PVC Conduit. As specified herein	100	LF	$ 112.00	$ 11,200.00
28	Excavation in Rock, 18" Wide Ditch to 48" Deep, with 2- 4" PVC Conduits. As specified herein	500	LF	$ 113.00	$ 56,500.00
29	18" Wide Ditch to 60" Deep (trench & backfill). As specified herein	1,000	LF	$ 18.00	$ 18,000.00
30	18" Wide Ditch to 60" Deep, with 1-2" PVC Conduit. As specified herein	1,000	LF	$ 19.00	$ 19,000.00
31	18" Wide Ditch to 60" Deep, with 2-2" PVC Conduits. As specified herein	1,000	LF	$ 19.50	$ 19,500.00
32	18" Wide Ditch to 60" Deep, with 1-3" PVC Conduit. As specified herein	500	LF	$ 20.00	$ 10,000.00
33	18" Wide Ditch to 60" Deep, with 2-3" PVC Conduits. As specified herein	3,000	LF	$ 21.00	$ 63,000.00
34	18" Wide Ditch to 60" Deep, with 1-4" PVC Conduit. As specified herein	500	LF	$ 20.50	$ 10,250.00
35	18" Wide Ditch to 60" Deep, with 2-4" PVC Conduits. As specified herein	3,000	LF	$ 21.50	$ 64,500.00
36	Excavation in Rock, 18" Wide Ditch to 60" Deep (trench & backfill). As specified herein	500	LF	$ 120.00	$ 60,000.00
37	Excavation in Rock, 18" Wide Ditch to 60" Deep, with 1-2" PVC Conduit. As specified herein	1,000	LF	$ 121.00	$ 121,000.00

38	Excavation in Rock, 18" Wide Ditch to 60" Deep, with 2-2" PVC Conduits. As specified herein	20,000	LF	$ 122.00	$ 2,440,000.00
39	Excavation in Rock, 18" Wide Ditch to 60" Deep, with 1-3" PVC Conduit. As specified herein	100	LF	$ 121.00	$ 12,100.00
40	Excavation in Rock, 18" Wide Ditch to 60" Deep, with 2- 3" PVC Conduits. As specified herein	500	LF	$ 123.00	$ 61,500.00
41	Excavation in Rock, 18" Wide Ditch to 60" Deep, with 1-4" PVC Conduit. As specified herein	100	LF	$ 122.00	$ 12,200.00
42	Excavation in Rock, 18" Wide Ditch to 60" Deep, with 2- 4" PVC Conduits. As specified herein	500	LF	$ 123.00	$ 61,500.00
43	Additional Cost for installation of 2" PVC Conduit. As specified herein	15,000	LF	$ 1.08	$ 16,200.00
44	Additional Cost for installation of 3" PVC Conduit. As specified herein	5,000	LF	$ 1.62	$ 8,100.00
45	Additional Cost for installation of 4" PVC Conduit. As specified herein	2,000	LF	$ 2.16	$ 4,320.00
46	Installation of 90 degree elbows. As specified herein	400	EA	$ 81.00	$ 32,400.00
47	Contractor Charge for Miscellaneous Labor. As specified herein	1,000	HR	$ 54.00	$ 54,000.00
48	Cutting and Removal of Asphalt. As specified herein	500	SF	$ 15.12	$ 7,560.00
49	Cutting and Removal of Concrete. As specified herein	200	SF	$ 19.44	$ 3,888.00
50	Labor and Material to Replace Asphalt after completion of Repairs. As specified herein	1,000	SF	$ 25.92	$ 25,920.00
51	Labor only to Replace Concrete after completion of Repairs. As specified herein	2000	SF	$ 25.92	$ 51,840.00
52	Backhoe for miscellaneous installation. As specified herein	200	HR	$ 108.00	$ 21,600.00
53	Backhoe minimum charge (for small jobs)As specified herein	10	EA	$ 432.00	$ 4,320.00
BORE FOR AND INSTALL CONDUIT: (As specified herein)					
54	Bore and Install 1-2" PVC Conduit. As specified herein	5,000	LF	$ 23.76	$ 118,000.00
55	Bore and Install 2-2" PVC Conduit. As specified herein	100	LF	$ 36.72	$ 3,672.00
56	Bore and Install 1-3" PVC Conduit. As specified herein	100	LF	$ 36.72	$ 3,672.00
57	Bore and Install 2-3" PVC Conduit. As specified herein	100	LF	$ 51.84	$ 5,184.00

58	Bore and Install 1-4" PVC Conduit. As specified herein	500	LF	$ 47.52	$ 23,760.00
59	Bore and Install 2-4" PVC Conduit. As specified herein	2,500	LF	$ 73.44	$ 183,600.00
60	Boring in Rock and Install 1 - 2" PVC Conduit. As specified herein	2,000	LF	$ 150.00	$ 300,000.00
61	Boring in Rock and Install 2-2" PVC Conduit. As specified herein	5,000	LF	$ 170.00	$ 850,000.00
62	Boring in Rock and Install 1-3" PVC Conduit. As specified herein	100	LF	$ 170.00	$ 17,000.00
63	Boring in Rock and Install 2-3" PVC Conduit. As specified herein	100	LF	$ 175.00	$ 17,500.00
64	Boring in Rock and Install 1-4" PVC Conduit. As specified herein	100	LF	$ 190.00	$ 19,000.00
65	Boring in Rock and Install 2-4" PVC Conduit. As specified herein	1,000	LF	$ 195.00	$ 195,000.00
66	Provide Truck and Driver for Loading, Hauling, and Disposal of Excess Material. As specified herein	500	CY	$ 70.20	$ 35,100.00
67	Provide Jackhammer and Operator for Miscellaneous Concrete Removal. As specified herein	100	HR	$ 81.00	$ 8,100.00
68	Provide Machine Tamper and Operator for Miscellaneous Compaction. As specified herein	100	CY	$ 81.00	$ 8,100.00
PULL BOX INSTALLATION (As specified herein)					
69	Labor and Material to install Type D Pull Box. As specified herein	50	EA	$ 378.00	$ 18,900.00
70	Labor and Material to install ITS Type 1 Pull Box. As specified herein	10	EA	$ 378.00	$ 3,780.00
				OVERALL TOTAL	$ 12,161,566.00

UCA is classifying Excavation in Rock as requiring one of the following:
Hoe Ram (Jackhammer) Rock Trencher or
150,000# Excavator requiring Rock Buckets or Hoe Ram

UCA is classifying Boring in Rock as boring equipment requiring specialized Rock bits and equipment.

Regular City Council Meeting **5. 13.**

Meeting Date: 02/27/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider an Ordinance 2014-O0018 abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.

Item Summary

On February 13, 2014, the City Council approved the first reading of the ordinance.

This ordinance is to abandon and close a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue. The easement is no longer needed due to revised development configurations. A new drainage easement will be dedicated to replace the closure. The Storm Water Engineer is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Lubbock Business Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN LOT 12, LUBBOCK BUSINESS PARK, LUBBOCK COUNTY, TEXAS AND 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 as 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, and abandon the same; 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 in Exhibit: "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

_____
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, Assistant City Attorney

A&C-Easements-Drainage Easement Lot 12, Lubb Bus Pk.ord 1.10.14

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

DRAINAGE EASEMENT CLOSURE

METES AND BOUND DESCRIPTION of a 0.569 acre tract located in Section 7, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the North right-of-way line of Lubbock Business Park Boulevard as dedicated by plat recorded under County Clerk File No. (CCFN) 2010012230 of the Official Public Records of Lubbock County, Texas, (OPRLCT) and the Southeast corner of Lot 12, Lubbock Business Park, an addition to the City of Lubbock, Lubbock County, Texas according to the map plat and/or dedication deed thereof recorded under CCFN 2013036903, OPRLCT, at the Southeast corner of this tract which bears S. 89°40'40" W. a distance of 3245.49 feet and N. 00°19'20" W. a distance of 2581.65 feet from the Southeast corner of Section 7, Block A, Lubbock County, Texas;

THENCE S. 89°40'40" W., along said North right-of-way line and the Southern boundary of said Lot 12, a distance of 50.00 feet to a 60 penny nail set for the Southwest corner of this tract;

THENCE N. 00°19'20" W. a distance of 968.82 feet to a 60 penny nail set for the Northwest corner of this tract;

THENCE N. 89°40'40" E. a distance of 20.00 feet to a 60 penny nail set in the Eastern boundary of said Lot 12, for the Northeast corner of this tract;

THENCE S. 00°19'20" E., along the Eastern boundary of said Lot 12, a distance of 788.82 feet to a 1/2" iron rod with cap found at a corner of said Lot 12, and a corner of this tract;

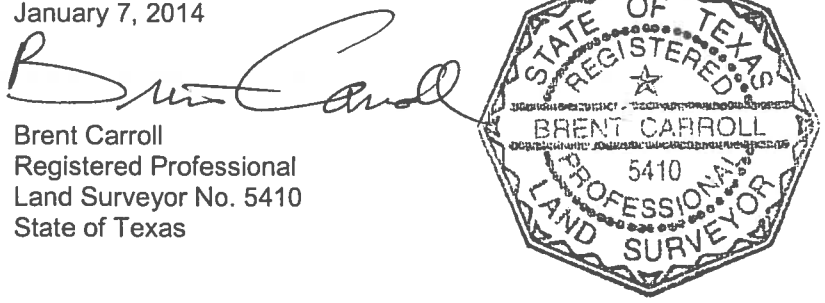
THENCE N. 89°40'40" E., continuing along the Eastern boundary of said Lot 12, a distance of 30.00 feet to a 1/2" iron rod with cap found at a corner of said Lot 12, and a corner of this tract;

THENCE S. 00°19'20" E., continuing along the Eastern boundary of said Lot 12, a distance of 180.00 feet to the Point of Beginning.

Bearings relative to the South line of Section 7, Block A, Lubbock County, Texas being previously recognized as S. 89°40'40" W.

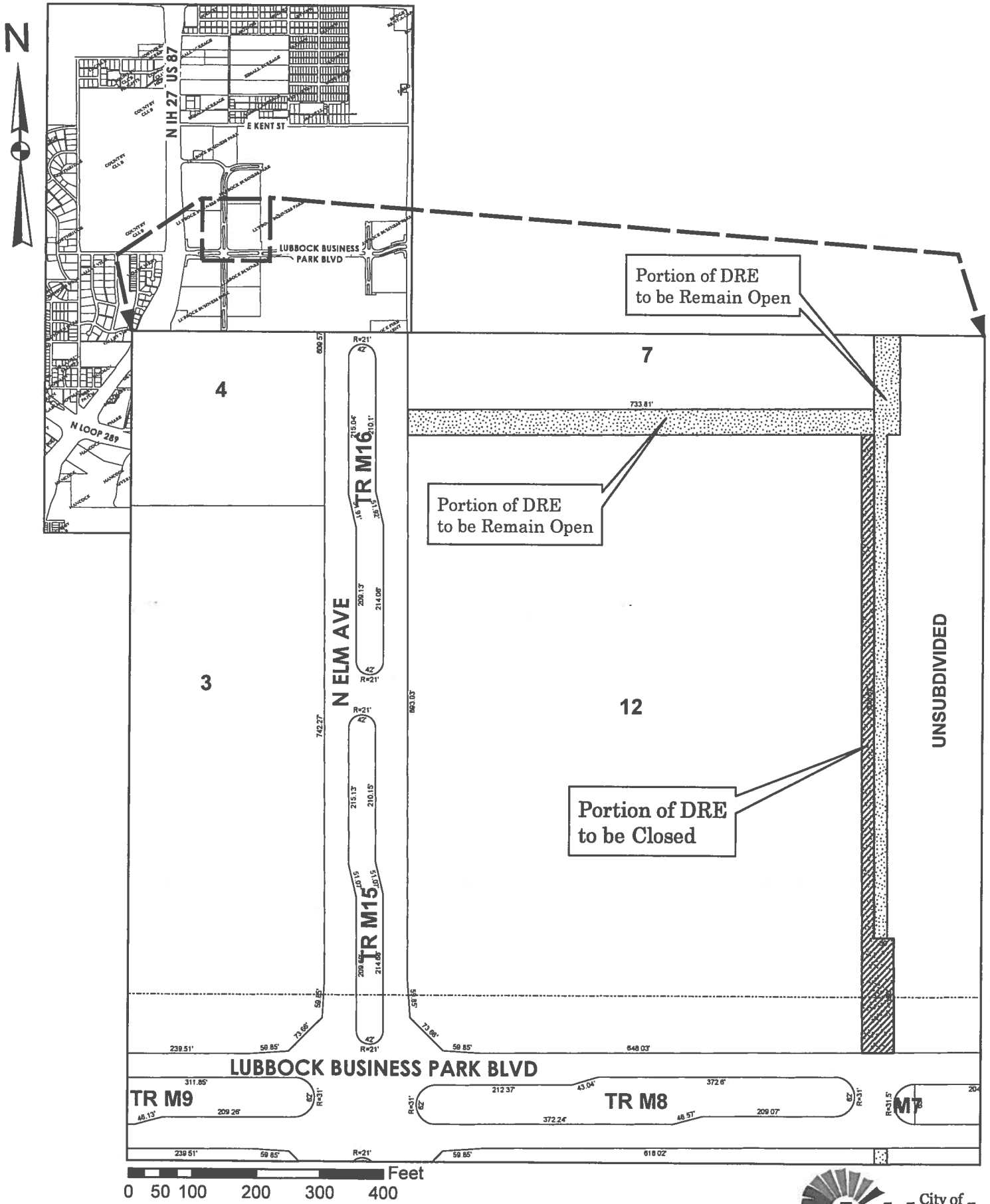
Contains: 0.569 acres

January 7, 2014



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

Proposed Closing of a Portion of a Drainage Easement Located in Lot 12, Lubbock Business Park Addition



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City of Lubbock TEXAS

Regular City Council Meeting **5. 14.**

Meeting Date: 02/27/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.

Item Summary

This ordinance abandons and closes a 10-foot underground utility easement located in Section 36, Block AK, which is south of 62nd Street and east of Milwaukee Avenue. Public Works Engineering and all utility companies are in agreement with the easement closures. In the closure process the easement closure will remain a water line easement.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Section 36, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 10-FOOT UNDERGROUND UTILITY EASEMENT LOCATED IN SECTION 36, BLOCK AK AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN EASEMENT FOR A WATER LINE; 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 PUBLICATON.

WHEREAS, the City Council finds that the 10-foot underground utility easement as 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;

WHEREAS, said abandonment shall in no way affect any water line easements, present or future and a water line easement is hereby expressly reserved; NOW THEREFORE:

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

SECTION 1. THAT the 10-foot underground utility easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement portion being more particularly described as Exhibit "A".

SECTION 2. THAT a water line easement is hereby reserved on the property described in Section 1, above, and such water line easement is reserved and retained with the right of ingress and egress at all times for such purpose, and a water line easement is also reserved for any and all existing water pipelines within said property together with all rights appurtenant to the continuation of such use.

SECTION 3. 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 4. 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 5. 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 on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
_____
Dave Booher, Right-of-Way Agent

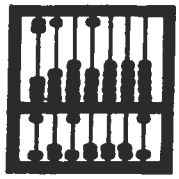
APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

ccdocs/A&C- Section 36, Block AK.ord
2.03.14

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

EXHIBIT
"A"

FIELD NOTES on a 3000 square feet tract out of the tract described in Volume 8631, Page 306, Lubbock County Official Public Records and out of Section 36, Block AK, Lubbock County, Texas and out of the 2.755 acre tract described in Lubbock County Clerk File # 2012043116, being further described by metes and bounds as follows:

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of the 2.755 acre tract and the Southwest corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°10'18" W (Texas North Central Zone Bearing Basis), 681.96 feet and S 01°44'49" W, 689.41 feet;

THENCE N 01°49'42" E, 10 feet to the Northwest corner of this tract;

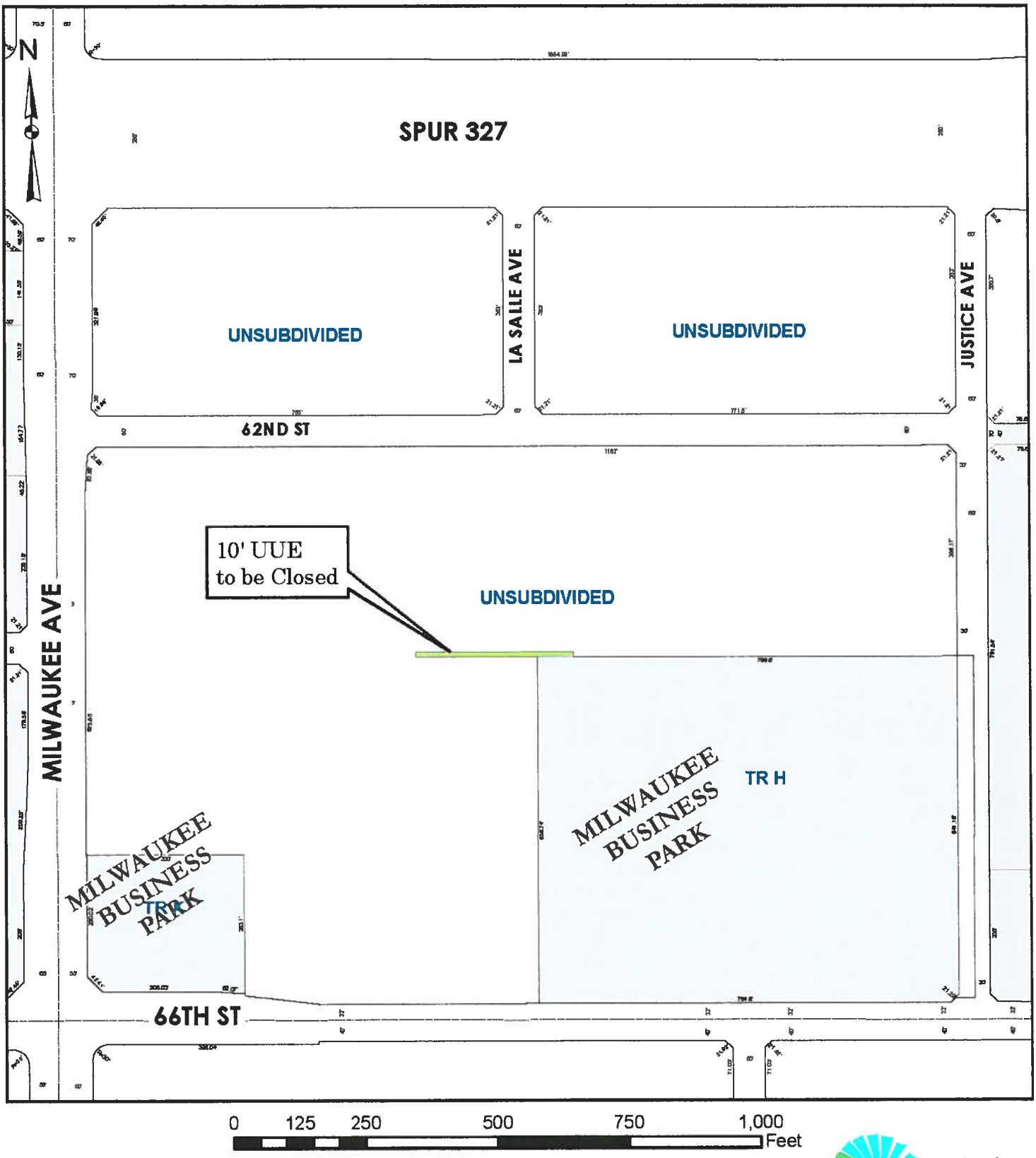
THENCE S 88°10'18" E, 300 feet to the Northeast corner of this tract;

THENCE S 01°49'42" W, 10 feet to a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southeast corner of this tract;

THENCE N 88°10'18" W, along the South line of the 2.755 acre tract, 300 feet to the Place of Beginning and containing 3000 square feet including any Right of Way.

December 7, 2012
J. M . Cieszinski, RPLS # 4460

Proposed Closing of a 10' wide Underground Utility Easement Located South of Spur 327 and East of Milwaukee Avenue as Dedicated in CCFN 2012050305



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City of Lubbock TEXAS

Regular City Council Meeting **5. 15.**

Meeting Date: 02/27/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a drainage easement in Section 18, Block E-2, which is located south of 98th Street and west of Indiana Avenue. A new drainage easement will be dedicated in the platting process of the final plat Tract F, High Country.

Storm Water Engineering is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Section 18, Block E-2

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT, LOCATED IN SECTION 18, BLOCK E-2, LUBBOCK COUNTY, TEXAS AND 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 as 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, and it would be in the public interest to close, vacate and abandon the same; 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 in attached Exhibit A.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2014.

Passed by the City Council on second reading on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

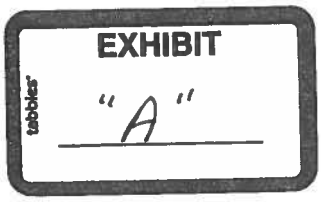
APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-Section 18 Block E-2.ord
01.15.2014



After Recording Return To: Coldwell Banker Commercial, 4924 S. Loop 289, Lubbock,Texas 79414
Attn: Scott Womack

22081

VOL 9889 PAGE 110

DEDICATION OF DRAINAGE EASEMENT

DANBE PARTNERS, LTD., a Texas limited partnership ("Owner") is the owner of the following tract of land located in the City of Lubbock, Lubbock County, Texas, said tract being more particularly described as follows:

METES AND BOUNDS DESCRIPTION for a drainage easement being a portion of a 14.25 acre tract located in Section 18, Block E-2, Lubbock County, Texas, said easement being further described as follows:

BEGINNING at a point in the West line of a 1.76 acre tract from which a 1/2" iron rod with cap found at the Southwest corner of said 1.76 acre tract bears S. 00°01 47" W. a distance of 59.25 feet, for the Southeast corner of this tract, which bears S. 00°00'51" E. a distance of 275.00 feet and S. 89°59 32" W. a distance of 499.07 feet from the Northeast corner of said Section 18;

THENCE S. 89°59'32" W. a distance of 20.00 feet to a point for the Southwest corner of this tract;

THENCE N. 00°01'47" E. a distance of 219.80 feet to a point in the South right-of-way line of 82nd Street for the Northwest corner of this tract;

THENCE S. 87°08'02" E. a distance of 20.02 feet to a 1/2" iron rod with cap found at the Northwest corner of said 1.76 acre tract for the Northeast corner of this tract;

THENCE S. 00°01'47" W., along the West line of said 1.76 acre tract a distance of 218.80 feet to the Point of Beginning.

Contains: 4385 square feet or 0.101 of an acre

In consideration of the benefits to be derived by its remaining property in the vicinity, Owner hereby dedicates the above-described property to the PUBLIC for PUBLIC USE forever as a drainage easement.

Owner reserves the right to use the above-described property for any purpose which

does not unreasonably and adversely interfere with the use of such property for the purposes stated herein. If any person, in connection with the use of any of the easements dedicated herein, shall damage or destroy any paved parking, landscaping, irrigation systems or other improvements installed on the above-described property by Owner, its successors, legal representatives or assigns, such person, at its expense, promptly shall repair and replace such damaged or destroyed improvements so that the same are in as good a condition as they were in prior to the damage or destruction.

AMERICAN BANK OF COMMERCE, holder of a lien of record against the above-described property, joins in this dedication for the sole purpose of consenting thereto and subordinating its rights in the above-described property to the dedications contained herein.

EXECUTED as of the 26th day of January, 2005.

OWNER:

DANBE PROPERTIES, LTD., Texas limited partnership
By: DEASIS MANAGEMENT CORP., a Texas corporation, General Partner

By: Jose D. DeAsis
Jose D. DeAsis, President

LENDER:

AMERICAN BANK OF COMMERCE

By: [signature]
Printed Name: [illegible]
Title: Asst Vice President

J:\WRK\Real Estate\Danbe Easement2.wpd

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 26th day of JANUARY, 2005, by BROOKE JACKSON, ASSISTANT VICE PRESIDENT of AMERICAN BANK OF COMMERCE, a banking corporation, on behalf of said banking corporation.

EVELYN C. NICHOLSON
Notary Public, State of Texas
Commission Expires: 6-24-2007

Evelyn Nicholson
Notary Public, State of Texas
Printed Name: EVELYN NICHOLSON
Commission Expires: 6-24-07

SEAL

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 26 day of January, 2005, by Jose D. DeAsis, President of DEASIS MANAGEMENT CORP., a Texas corporation, on behalf of said corporation as General Partner of DANBE PROPERTIES, LTD., Texas limited partnership, on behalf of said limited partnership.

SEAL

BETH L. TRENNEPOHL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
FEBRUARY 3, 2008

Beth L. Trennepohl
Notary Public, State of Texas
Printed Name: Beth L. Trennepohl
Commission Expires: 2/3/08

FILED FOR RECORD
2005 JUN -9 AM 11:18
Doris Ruff
COUNTY CLERK, LUBBOCK COUNTY, TEXAS

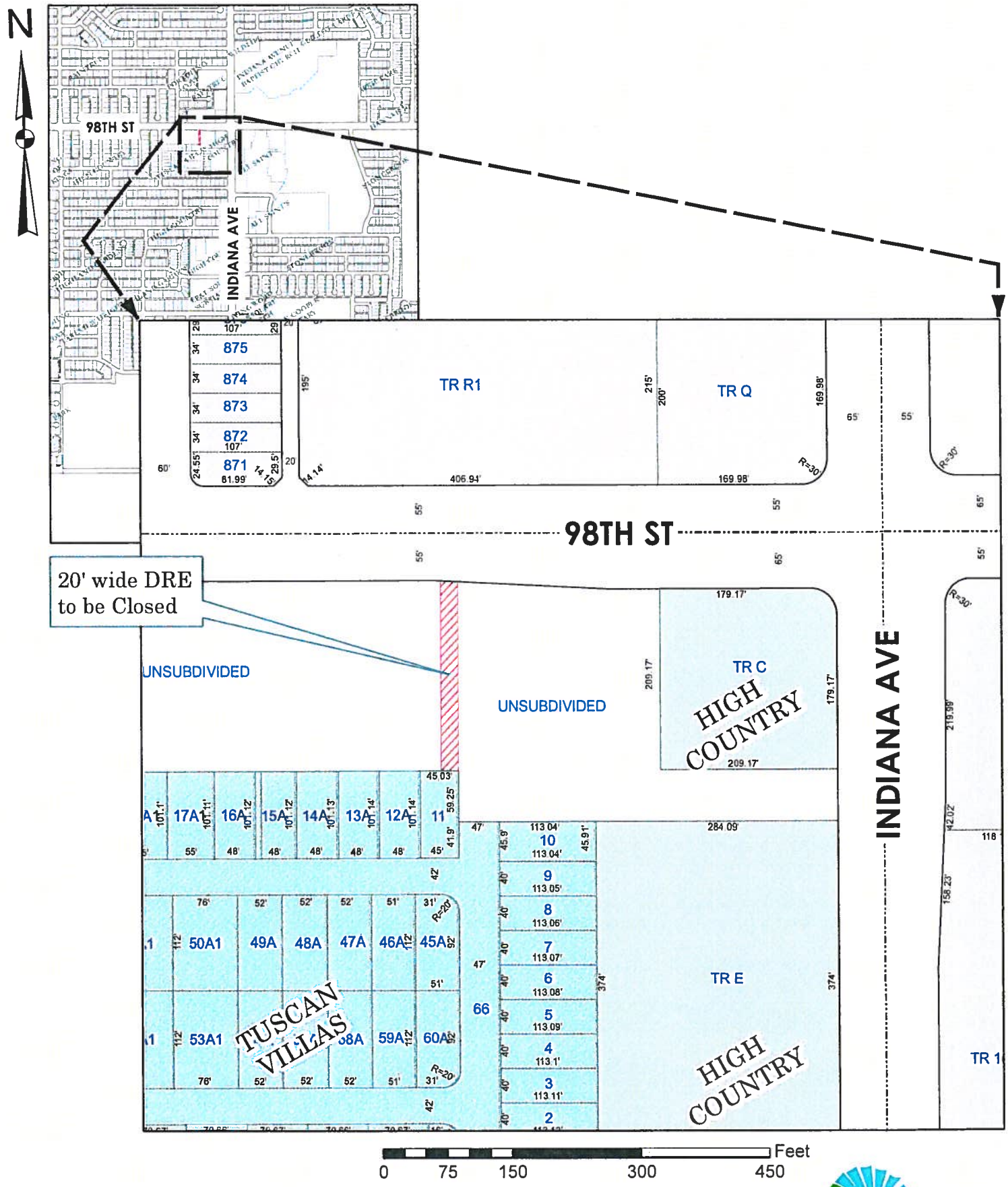
STATE OF TEXAS
COUNTY OF LUBBOCK
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Lubbock County, Texas as stamped hereon by me.

JUN 9 2005

Doris Ruff
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

J:\WRA\Real Estate\Danbe Easement2.wpd

Proposed Closing of a 20' wide Drainage Easement Located West of Tract C, High Country Additon, and Between 98th Street and Lot 11, Tuscan Villas Addition, in Section 18, Block E-2 as Dedicated in V.9889 P.110



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City of Lubbock TEXAS

Regular City Council Meeting **5. 16.**

Meeting Date: 02/27/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a temporary drainage easement in Section 21, Block AK, which is located north of 114th Street and west of Frankford Avenue. In the platting process the closed easement will be dedicated as Gardner Avenue.

Storm Water Engineering is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Section 21, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT, LOCATED IN SECTION 21, BLOCK AK, LUBBOCK COUNTY, TEXAS AND 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 as 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, and it would be in the public interest to close, vacate and abandon the same; 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 in the attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

_____
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, Assistant City Attorney

A&C-DEasement, Section 21, Blk AK.ord
2.4.14

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-3891

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

Proposed Temporary Drainage Easement

METES AND BOUNDS DESCRIPTION for a tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike set in the south line of Section 21, Block AK, which bears S. 89°52'05" W., 815.63 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE S. 89°52'05" W. along the South line of Section 21, Block AK, a distance of 48.00 feet to a railroad spike set;

THENCE N. 00°02'05" E. a distance of 514.37 feet to a ½" iron rod with cap found;

THENCE S. 89°48'36" E. a distance of 48.00 feet to a ½" iron rod with cap found;

THENCE S. 00°02'05" W. a distance of 514.10 feet to the Point of Beginning.

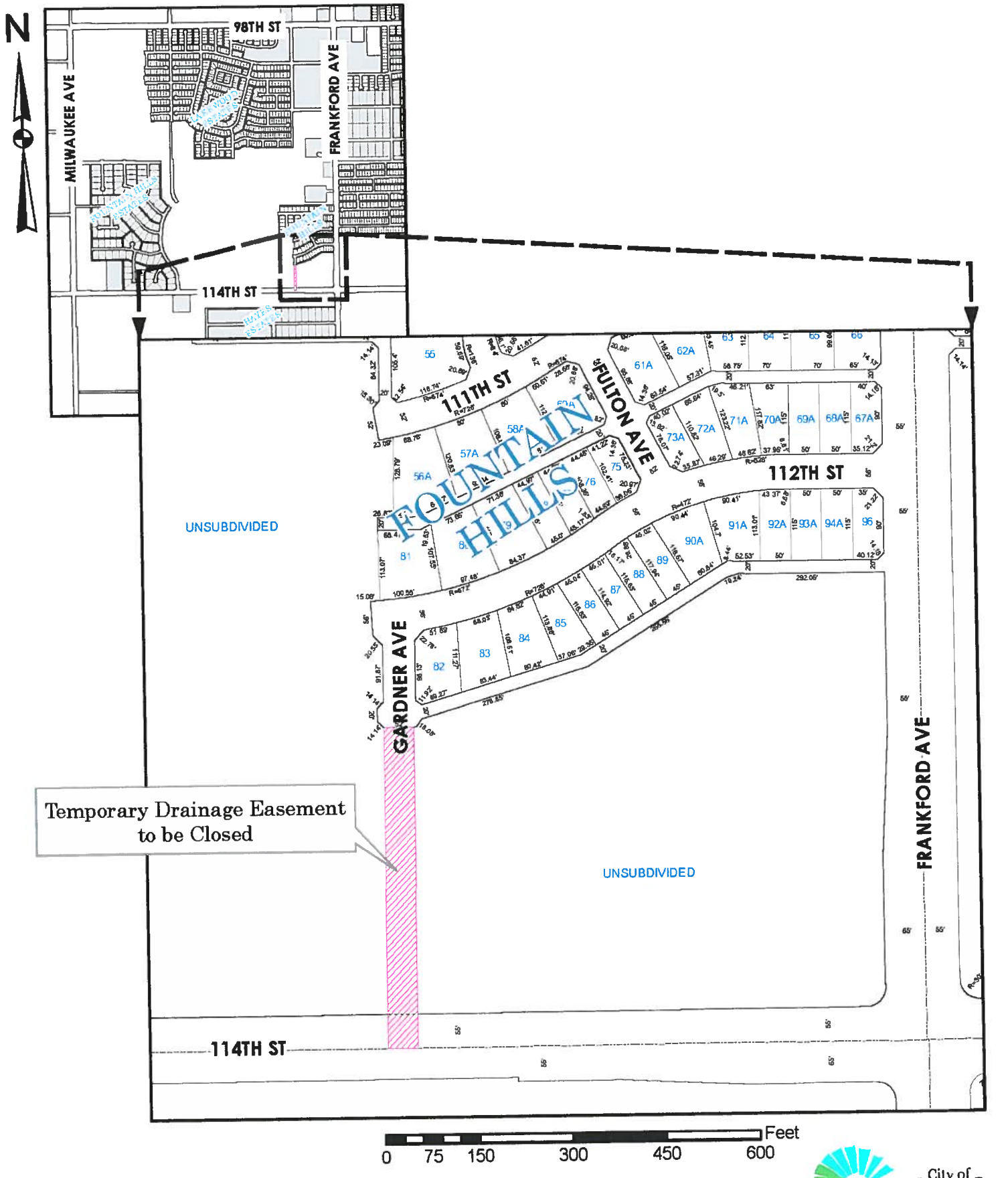
CONTAINS: 0.567 acre

July 22, 2004

Robert A. Christopher
Registered Professional
Land Surveyor No. 5167
Licensed State Land Surveyor

LICENSED STATE LAND SURVEYOR
TEXAS

Proposed Closing of a Temporary Drainage Easement (V9522 P284)
Located West of Frankford Avenue & South of 112th Street, Section 21, Block AK



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City of Lubbock TEXAS

Regular City Council Meeting **5. 17.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution-Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Truman Lewis and Mona Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System easement located in Section 3, Block JS.

Item Summary

In 2012 the City completed a Low Head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $3,144 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $3,144 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Lewis

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 3, Block JS, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $3,144.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Res.Lewis 1.31.14

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Truman Lewis and Mona Lewis, with street address of 5507 27th Street, Lubbock, TX 79407, herein after collectively referred to as Grantor, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards,

licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding

pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 11th day of December, 2013 ("Effective Date").

GRANTOR:

Truman Lewis
TRUMAN LEWIS

Mona Lewis
MONA LEWIS

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Kuhlmann
DIRECTOR OF PUBLIC WORKS

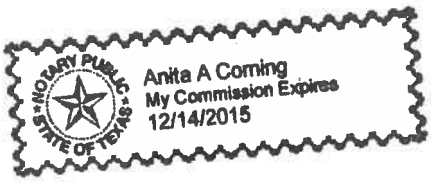
_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on December 11th, 2013, by **TURMAN LEWIS**.



Anita A. Corning
Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on December 11th, 2013, by **MONA LEWIS**.

Anita A. Corning
Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

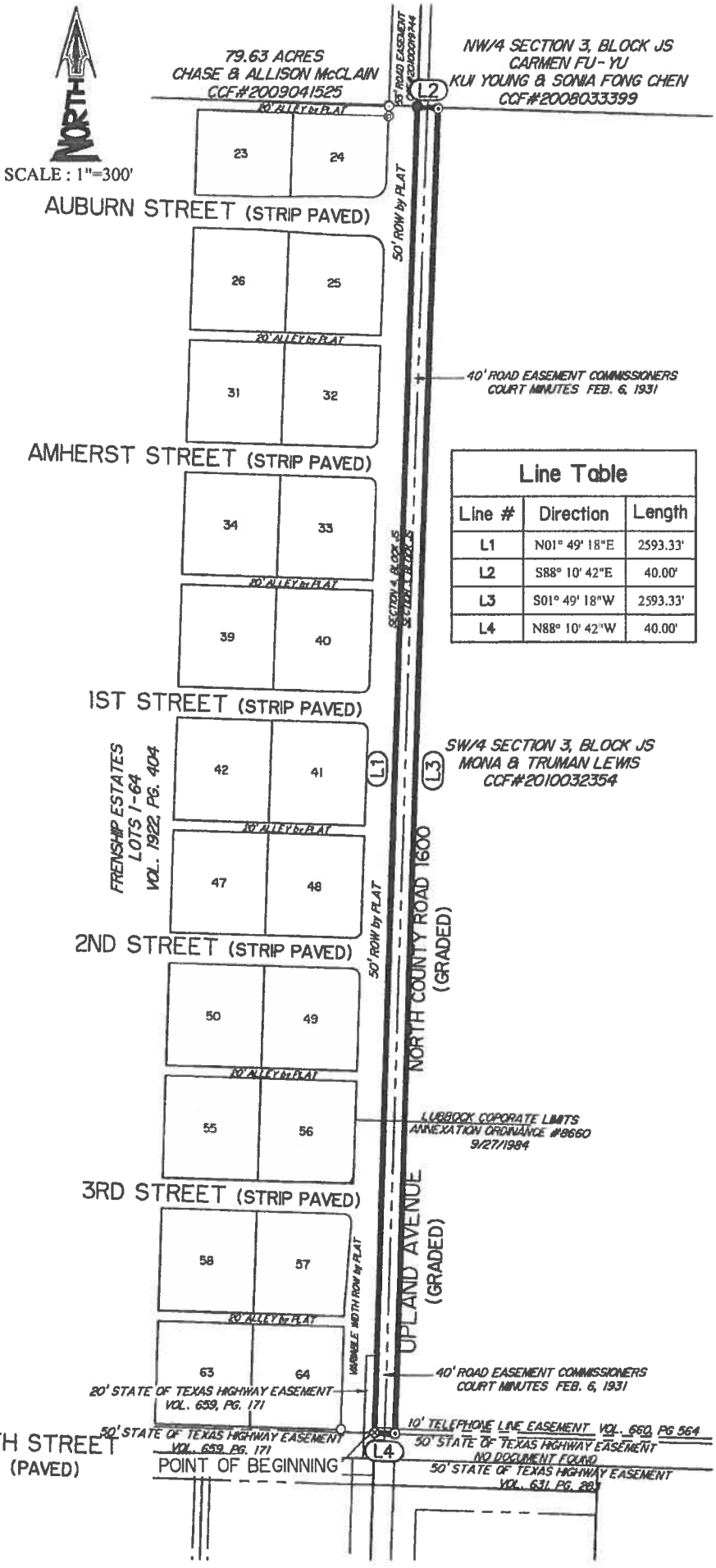
_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 17 - Permanent Easement
PERIMETER SURVEY OF A 2.381 ACRE
TRACT LOCATED IN

SECTION 3, BLOCK JS

LUBBOCK COUNTY, TEXAS

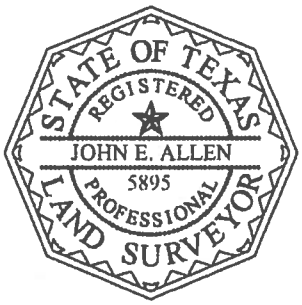


Line Table		
Line #	Direction	Length
L1	N01° 49' 18"E	2593.33'
L2	S88° 10' 42"E	40.00'
L3	S01° 49' 18"W	2593.33'
L4	N88° 10' 42"W	40.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
November 5, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL WITH WASHER
● - FOUND 1/2" IRON ROD
⊙ - FOUND 3/4" IRON PIPE
● - FOUND 1/2" IRON PIPE

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 17 - Permanent Easement
PERIMETER SURVEY OF A 2.381 ACRE TRACT LOCATED IN

SECTION 3, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 2.381acre parcel located in Section 3, Block JS, Lubbock County, Texas, being a portion of Southwest Quarter described in County Clerk File Number 2010032354, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a mag nail with washer set (North: 7281493.52', East: 910874.87') in common line of Sections 3 and 4, Block JS, Lubbock County, Texas, and in the North line of a 50.00 foot State of Texas highway right-of-way as occupied on the ground and in the East line of a 20.00 foot State of Texas highway right-of-way described in Volume 659, Page 177, Deed Records, Lubbock County, Texas, and at the Southwest corner of a 10.00 foot telephone line easement as described in Volume 660, Page 564, Deed Records, Lubbock County, Texas, and in the East line of Frenship Estates, an Addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 1922, Page 404, Deed Records, Lubbock County, Texas, and in the centerline of a 40.00 road easement described in Commissioners Court Minutes dated February 3, 1931, Lubbock County, Texas, which bears N. 01°49'18" E. a distance of 50.00 feet from the from the common corner of Sections 3, 4 and 10, Block JS, Section 1, Block D-6, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°49'18" E. along the common line of said Sections 3 and 4, Block JS, and the East line of said Frenship Estates, at 150.00 feet pass the North line of said 20.00 foot State of Texas highway right-of-way, continuing for a total distance of 2593.33 feet to a point at the Northwest corner of the Southwest quarter, which bears S. 01°49'18" W. a distance of 1.72 feet from a 1/2" iron pipe found at the Northeast corner of said Frenship Estates, for the Northwest corner of this parcel;

THENCE S. 88°10'42" E. along the quarter section line, at 20.00 feet pass said 40.00 road easement, continuing for a total distance of 40.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°49'18" W. at a distance of 2583.33 pass the North line of said 10.00 telephone line easement, continuing for a total distance of 2593.33 feet to a 1/2" iron rod with cap set in the North line of said 50.00 foot State of Texas highway right-of-way as occupied on the ground, for the Southeast corner of this parcel;

THENCE N. 88°10'42" W. at 20.00 feet pass the East line of said 40.00 road easement, continuing for a total distance of 40.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 5, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 18.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Dramatic Order of The Knights of Khorassan, a non-profit Fraternal organization regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being in Block E, Section 8.

Item Summary

The City has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $250 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $250 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - The Knights of Khorassan

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 8, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the purchase price for the Street and Public Use Dedication Deed shall be $250.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

cw/Res.Dedication Deed-Knight of Khorasson
11.19.13

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT DRAMATIC ORDER OF THE KNIGHTS OF KHORASSAN, a Non Profit Fraternal Organization herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 23 day of January, 2014.

DRAMATIC ORDER OF THE KNIGHTS OF KHORASSAN

By: Cecil Holifield Jr.
Cecil Holifield Jr.
Its: Past President

THE STATE OF TEXAS §

COUNTY OF Erath §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Cecil Holifield, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of DRAMATIC ORDER OF THE KNIGHTS OF KHORASSAN.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of January, 2014.

DEBORAH PACK
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/02/2015

Deborah Pack
Notary Public, State of Texas

THE STATE OF TEXAS §

THE COUNTY OF Erath §

That, DRAMATIC ORDER OF THE KNIGHTS OF KHORASSAN, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said DRAMATIC ORDER OF THE KNIGHTS OF KHORASSAN has caused these presents to be signed by its duly authorized officer at Stephenville, Erath County, Texas, on January 23, 2014.

By: Cecil Holifield Jr.
Cecil Holifield Jr.
Its: Past President

This instrument was acknowledged before me on January 23, 2014, by Cecil Holifield, as Past President of DRAMATIC ORDER OF THE KNIGHTS OF KHORASSAN, and in the capacity therein stated.

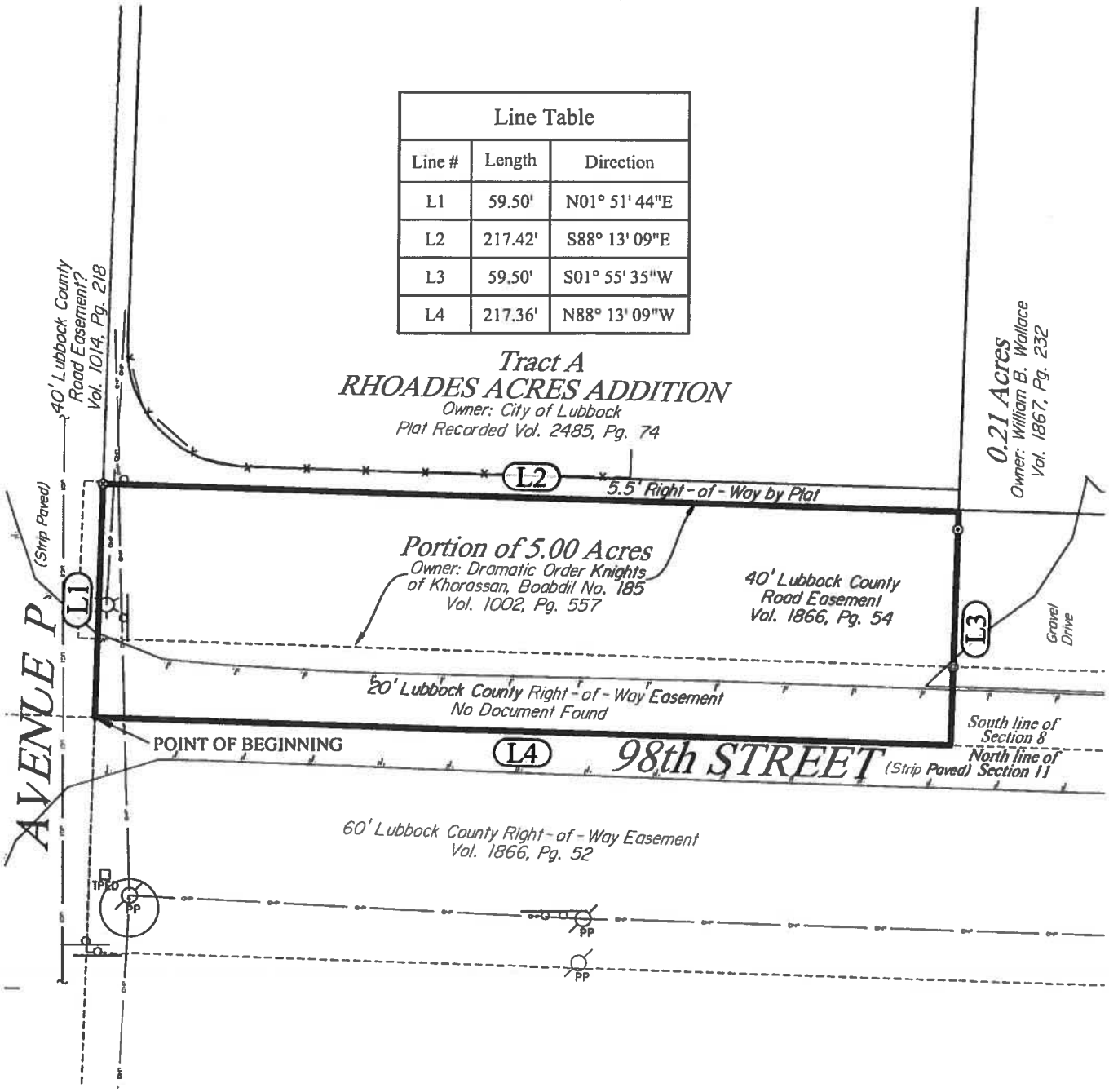
DEBORAH PACK
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/02/2015

Deborah Pack
Notary Public, State of Texas

South Lubbock Sanitary Sewer Extension
Parcel No. 51
PERIMETER SURVEY OF A 0.297 ACRE TRACT LOCATED IN
SECTION 8, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=40'

Line Table		
Line #	Length	Direction
L1	59.50'	N01° 51' 44"E
L2	217.42'	S88° 13' 09"E
L3	59.50'	S01° 55' 35"W
L4	217.36'	N88° 13' 09"W



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
September 14, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊛ - FOUND 1/2" ROD W/CAP
⊗ - FOUND 1/2" IRON ROD
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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South Lubbock Sanitary Sewer Extension
Parcel No. 51
PERIMETER SURVEY OF A 0.297 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.297 acre tract located in Sections 8, Block E, Lubbock County, Texas, being a 0.198 acre portion of a 5.00 acre tract described in Volume 1002, Page 557, Deed Records, Lubbock County, Texas, and a 0.099 acre tract out of Section 8, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 8, Block E, Lubbock County, Texas, also being the North line of Section 11, Block E, Lubbock County, Texas, and in the South line of a 20 foot easement occupied as Right-of-Way no document found and in the North line of 60 foot road easement to Lubbock County described in Volume 1866, Page 52, Deed Records, Lubbock County, Texas, and in the East line of a 40.00 foot road easement to Lubbock County described in Volume 1014, Page 218, Deed Records, Lubbock County, Texas, which bears S. 88°13'09" E. a distance of 40 feet from the Southwest corner of Section 8, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°51'44" E. along the East line of said 40.00 road easement at a distance of 20.00 feet pass the Southwest corner of said 5.00 acre tract, continuing along the common line of said 40.00 foot road easement and said 5.00 acre tract for a total distance of 59.50 feet to a 1/2" iron rod found at the Southwest corner of the plat limits of Tract "A", Rhoades Acres Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed recorded in Volume 2485, Page 74, Real Property Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°13'09" E. along the South line of said plat limits of Rhoades Acres Addition a distance of 217.42 feet to a point for the Southernmost Southeast corner of said Rhoades Acres Addition, which bears S. 01°55'35" W. a distance of 0.50 feet from the Southwest corner of a 0.21 acre tract described in Volume 1867, Page 232, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°55'35" W. at 4.50 feet pass a 1/2" iron rod with cap set in reference, at 39.50 feet pass a 1/2" iron rod with cap found in the South line of a 40 foot road easement to Lubbock County described in Volume 1866, Page 54, Deed Records, Lubbock County, Texas, and in the North line of said 20 foot road easement occupied as Right-of-Way, continuing for a total distance of 59.50 feet to a point in the South line of said 20 foot easement occupied as Right-of-Way and the North line of said 60 foot road easement and in the common line of said Sections 8 and 11, Block E, for the Southeast corner of this parcel;

THENCE N. 88°13'09" W. along the common line of said Sections 8 and 11 and the South line of said 20.00 foot Right-of-Way easement and the North line of said 60.00 foot road easement a distance of 217.36 feet to the Point of Beginning.

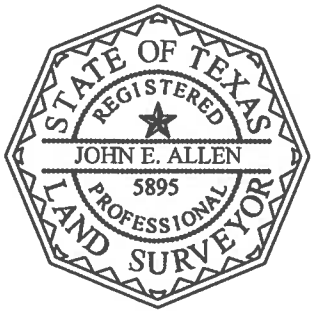
Contains: 12,930 Square Feet

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
September 14, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
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FAX: 806 / 763-3891

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Regular City Council Meeting **5. 19.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Newman Lusk regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS.

Item Summary

In 2012 the City completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $4,266 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $4,266 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Lusk

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 24, Block JS, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $4,266.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Easement.Lusk
January 24, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Newman Lusk, with a street address of 7436 West FM 1729, Shallowater, Texas 79363-3303, hereinafter referred to as Grantor, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right

to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

25. This instrument may be executed in multiple counterparts and the signature pages and acknowledgment pages combined to form one document for recording purposes.

26. As further consideration for the granting of the Easement, the abandoned well(s) identified on the attached Exhibit C (herein the "Well" whether one or more) shall be plugged by Grantee in accordance with state law including those rules enacted by the Texas Commission on Environmental Quality. Grantor shall assist Grantee, as Grantee deems necessary, in obtaining any permits and/or approvals necessary to enable Grantee to comply with the requirements set forth in this paragraph and to enable Grantee to plug the Well. Other than plugging the Well, Grantee shall have no further responsibility relating to said Well and Grantor shall not receive any compensation for any damage/destruction to the Well arising out of Grantor's use of the Easement identified herein or plugging of the Well.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 21st day of January, 2014 ("Effective Date").

GRANTOR:

Newman Lusk

Newman Lusk

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Kent Smith
DIRECTOR OF PUBLIC WORKS

_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on January 21, 2014, by Newman Lusk.

Tracy E Wilson
Notary Public, State of Texas

TRACY E. WILSON
Notary Public, State of Texas
My Commission Expires
March 23, 2016

Tracy E Wilson
Printed Name of Notary
My commission expires: March 23, 2016

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

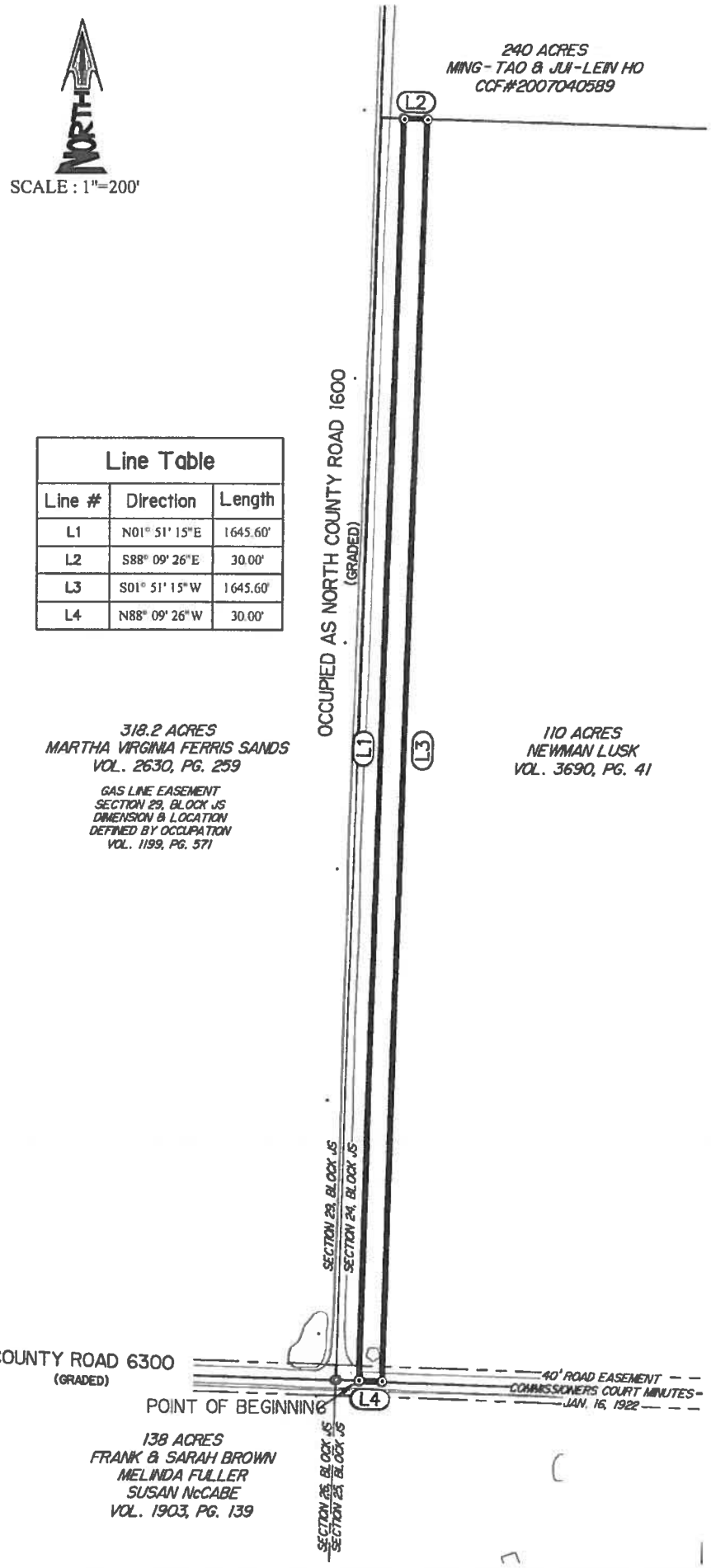
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A

Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 33 - Permanent Easement
PERIMETER SURVEY OF A 1.133 ACRE
TRACT LOCATED IN
SECTION 24, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 51' 15"E	1645.60'
L2	S88° 09' 26"E	30.00'
L3	S01° 51' 15"W	1645.60'
L4	N88° 09' 26"W	30.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 28, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 33 - Permanent Easement
PERIMETER SURVEY OF A 1.133 ACRE TRACT LOCATED IN

SECTION 24, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.133 acre parcel located in Section 24, Block JS, Lubbock County, Texas, being a portion of 110 acre tract described in Volume 3690, Page 41, Real Property Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7297285.00', East: 911402.79') in the South line of said 110 acre tract and in the North line of a 138 acre tract descibed in Volume 1903, Page 139, Deed Records, Lubbock County, Texas, and in the common line of Sections 24 and 25, Block JS, Lubbock County, Texas, which bears S. 88°09'26" W. a distance of 30.00 feet from a 5/8" iron rod found at the common corner of Sections 24, 25, 26 and 29, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°51'15" E. at 20.00 feet pass the North line of a 40.00 foot road easement described in Commissioners Court Minutes dated January 16, 1922, Lubbock County, Texas, continuing for a total distance of 1645.60 feet to a 1/2" iron rod with cap set in the North line of said 110 acre tract and in the South line of a 240 acre tract described in County Clerk File Number 2007040589, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°09'26" E. a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°51'15" W. at 1625.60 feet pass the North line of said 40.00 foot road easement, continuing for a total distance of 1645.60 feet to a 1/2" iron rod with cap set in said common line of Sections 25 and 26, Block JS, and in the North line of said 138 acre tract for the Southeast corner of this parcel;

THENCE N. 88°09'26" W. along the common line of said Sections 24 and 25, Block JS, and the common line of said 110 and 138 acre tracts for a distance of 30.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 28, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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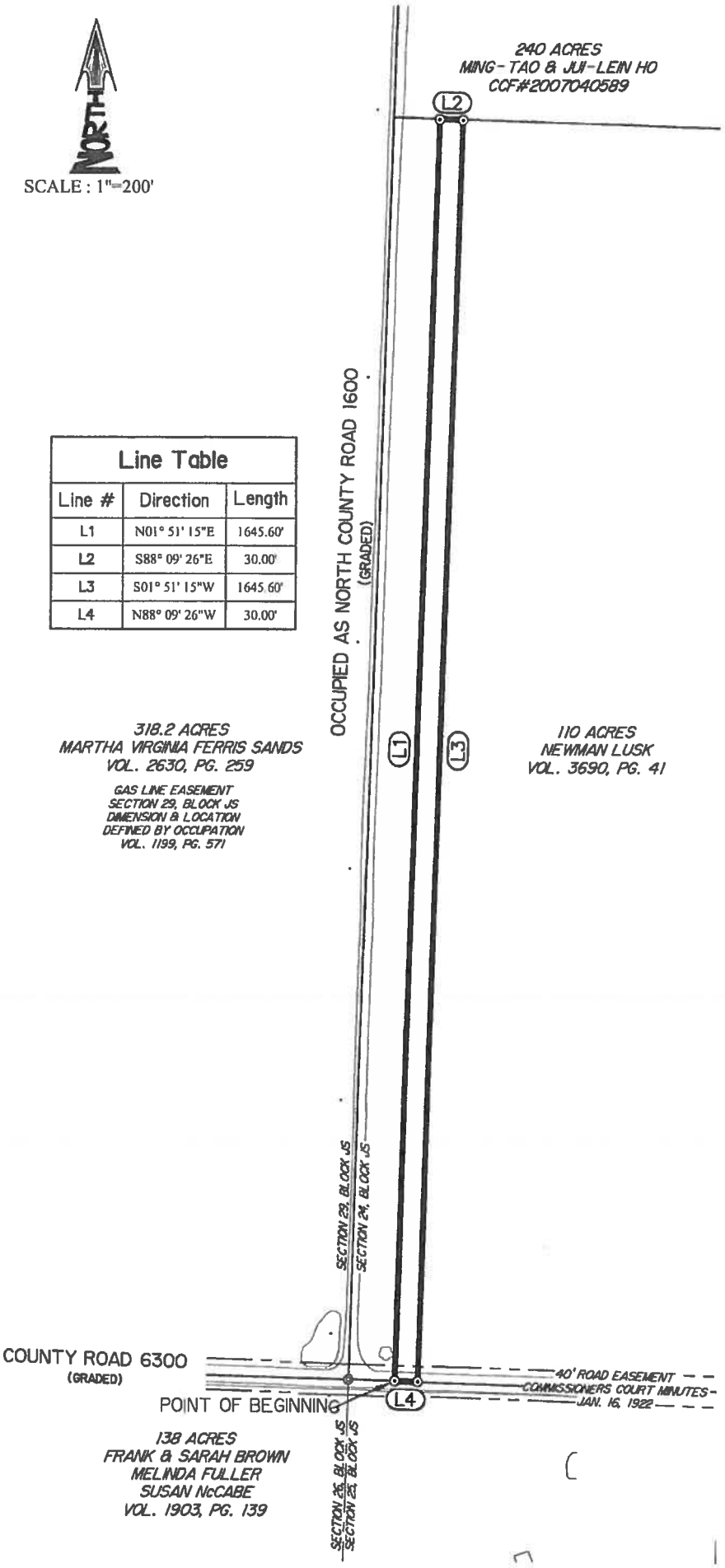
Exhibit B
Legal Description of the Temporary Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 34 - Temporary Easement
PERIMETER SURVEY OF A 1.133 ACRE
TRACT LOCATED IN
SECTION 24, BLOCK JS
LUBBOCK COUNTY, TEXAS

NORTH

SCALE : 1"=200'



Line Table		
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Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 28, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙- SET 1/2" IRON ROD WITH CAP
●- FOUND 5/8" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
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FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 34 - Temporary Easement
PERIMETER SURVEY OF A 1.133 ACRE TRACT LOCATED IN

SECTION 24, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.133 acre parcel located in Section 24, Block JS, Lubbock County, Texas, being a portion of 110 acre tract described in Volume 3690, Page 41, Real Property Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7297284.04', East: 911432.77') in the South line of said 110 acre tract and in the North line of a 138 acre tract descibed in Volume 1903, Page 139, Deed Records, Lubbock County, Texas, and in the common line of Sections 24 and 25, Block JS, Lubbock County, Texas, which bears S. 88°09'26" W. a distance of 60.00 feet from a 5/8" iron rod found at the common corner of Sections 24, 25, 26 and 29, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°51'15" E. at 20.00 feet pass the North line of a 40.00 foot road easement described in Commissioners Court Minutes dated January 16, 1922, Lubbock County, Texas, continuing for a total distance of 1645.60 feet to a 1/2" iron rod with cap set in the North line of said 110 acre tract and in the South line of a 240 acre tract described in County Clerk File Number 2007040589, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

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THENCE S. 01°51'15" W. at 1625.60 feet pass the North line of said 40.00 foot road easement, continuing for a total distance of 1645.60 feet to a 1/2" iron rod with cap set in said common line of Sections 25 and 26, Block JS, and in the North line of said 138 acre tract for the Southeast corner of this parcel;

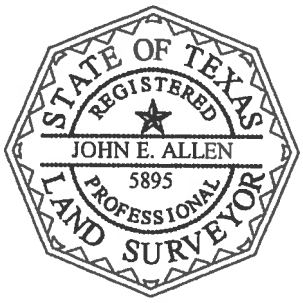
THENCE N. 88°09'26" W. along the common line of said Sections 24 and 25, Block JS, and the common line of said 110 and 138 acre tracts for a distance of 30.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 28, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
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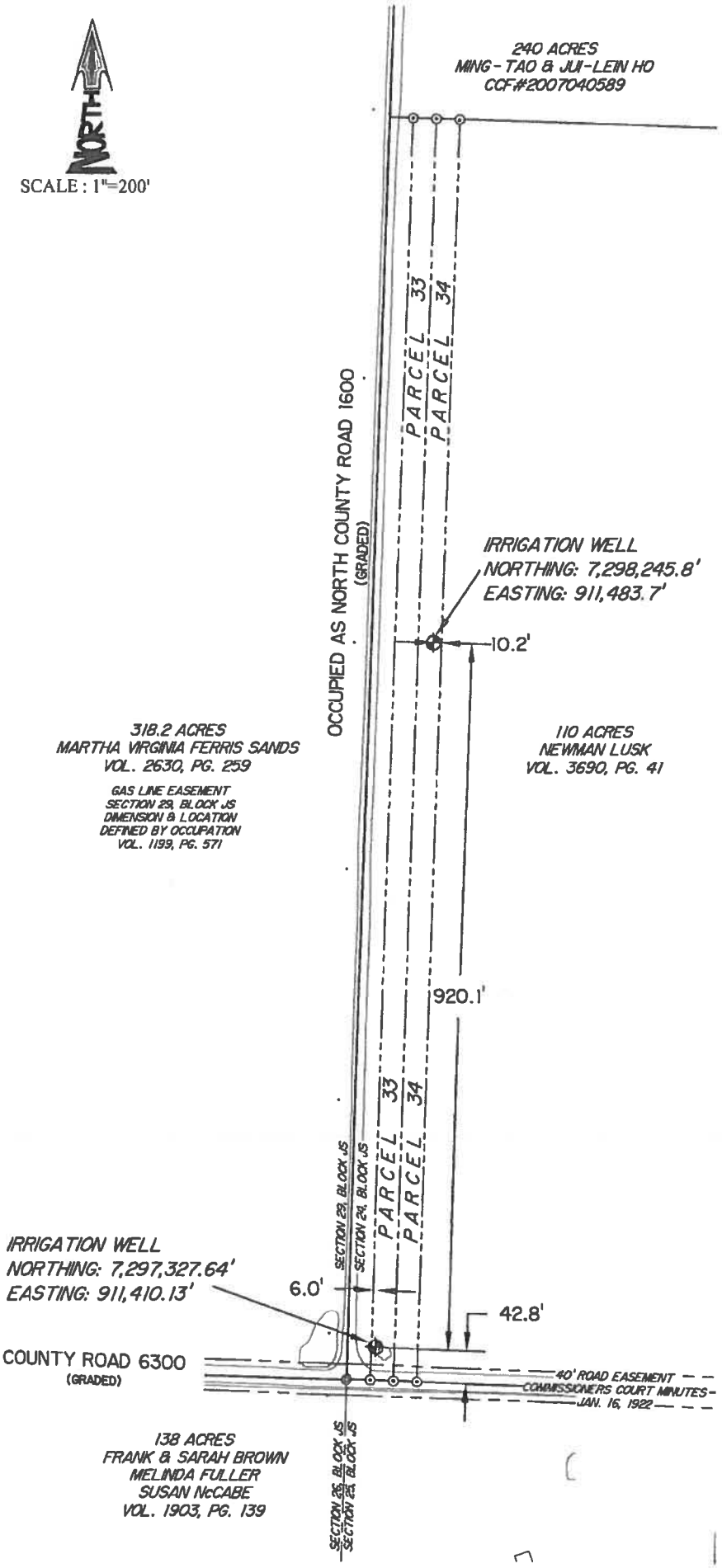
Exhibit C
Abandoned Wells

BAILEY COUNTY WATER PIPELINE
Parcel No. 33 and 34 - Well Location Survey
LOCATED IN

SECTION 24, BLOCK JS

LUBBOCK COUNTY, TEXAS



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
December 12, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 1

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 20.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Phillip Johnson and wife, Gertrude Johnson regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.

Item Summary

In 2012 the City completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $334 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $334 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Johnson

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 33, Block JS, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $334.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Easement-Johnson, P
January 22, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Phillip Johnson and wife, Gertrude Johnson, with an address of P. O. Box 950, Shallowater, TX 79363, herein after collectively referred to as Grantor, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards,

licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding

pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 5th day of November, 2013 ("Effective Date").

GRANTOR:

PHILLIP JOHNSON

GERTRUDE JOHNSON

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

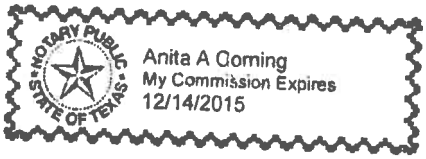
_____
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

_____
Ryan S. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

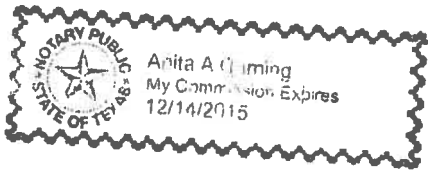
This instrument was acknowledged before me on November 5th, 2013, by **PHILLIP JOHNSON.**



Anita A. Corning
Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12-14-2015

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on November 5th, 2013, by **GERTRUDE JOHNSON.**



Anita A. Corning
Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12-14-2015

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

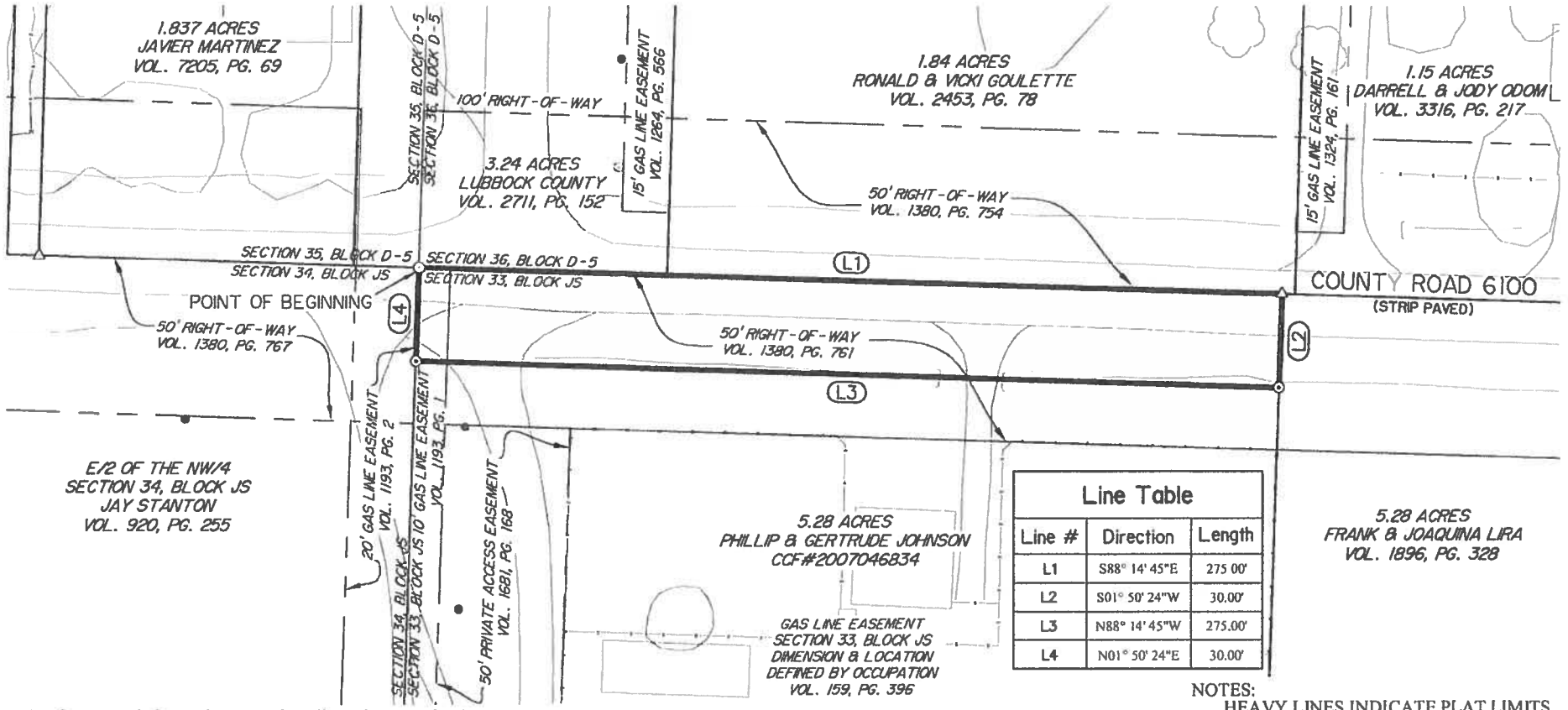
Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 44 - Permanent Easement
PERIMETER SURVEY OF A 0.189 ACRE TRACT LOCATED IN

SECTION 33, BLOCK JS

LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'



Line Table		
Line #	Direction	Length
L1	S88° 14' 45"E	275.00'
L2	S01° 50' 24"W	30.00'
L3	N88° 14' 45"W	275.00'
L4	N01° 50' 24"E	30.00'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - SET MAG NAIL WITH WASHER
△ - FOUND RAIL ROAD SPIKE
○ - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 23, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co for GF # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE
Parcel No. 44 - Permanent Easement
PERIMETER SURVEY OF A 0.189 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.189 acre parcel located in Section 33, Block JS, Lubbock County, Texas, being a portion of 5.28 acre tract described in County Clerk File Number 2007046834, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7307813.48', East: 911712.29') at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, being the Northeast corner of the East Half of the Northeast Quarter of said Section 34, Block JS, described in Volume 920, Page 255, Deed Records, Lubbock County, Texas, and at the Northeast corner of a 50.00 foot right-of-way easement described in Volume 1380, Page 767, Deed Records, Lubbock County, Texas, and at the Northeast corner of a 20.00 foot gas line easement described in Volume 1193, Page 2, Deed Records, Lubbock County, Texas, and in the South line of a 3.24 acre tract describe in Volume 2711, Page 152, Real Property Records, Lubbock County, Texas, and at the Southeast corner of a 50.00 foot right-of-way easement described in Volume 1380, Page 754, Deed Records, Lubbock County, Texas, and at the Northwest corner of a 50.00 foot right-of-way easement described in Volume 1380, Page 761, Deed Records, Lubbock County, Texas, and at the Northwest corner of a 10.00 foot gas line easement described in Volume 1193, Page 1, Deed Records, Lubbock County, Texas, and at the Northwest corner of said 5.28 acre tract, for the Northwest corner of this parcel;

THENCE S. 88°14'45" E. along the common line of said Section 33, Block JS, and Section 36, Block D-5, and in the common line of said 50.00 foot right-of-ways, also being the North line of said 5.28 acre tract, at 10.00 feet pass the Northeast corner of said 10.00 foot gas line easement, continuing for a total distance of 275.00 feet to a rail road spike found in the South line of a 1.84 acre tract described in Volume 2453, Page 78, Real Property Records, Lubbock County, Texas, and at the Northeast corner of said 5.28 acre tract, and at the Northwest corner of a 5.28 acre tract described in Volume 1896, Page 328, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the common line of said 5.28 acre tracts a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°14'45" W. at 265.00 feet pass the East line of said 10.00 gas line easement, continuing for a total distance of 275.00 feet to a 1/2" iron rod with cap set in the West line of said 5.28 acre tract described in County Clerk File Number 2007046834, and in the West line of said 10.00 foot gas line easement and in the East line of said 20.00 foot gas line easement and in the East line of said 50.00 foot right-of-way easement described in Volume 1380, Page 767, and in the West line of said 50.00 foot right-of-way easement described in Volume 1380, Page 761, and in the East line of said East Half of the Northeast Quarter of said Section 34, Block JS, for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. along the common line of said 5.28 acre tract described in County Clerk File Number 2007046834, and said East half of the Northeast Quarter of said Section 34, Block JS, and along the common line of both 50.00 foot right-of-way easements and along the common line of said 20.00 foot and 10.00 foot gas line easements, a distance of 30.00 feet to Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 23, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Regular City Council Meeting **5. 21.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Mark L. Roush, Individually, and as Partner for BR Farms, a Texas General Partnership regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.

Item Summary

In 2012 the City completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $250 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $250 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Roush

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 33, Block JS, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $250.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Easement-Roush
January 22, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Mark L. Roush, Individually and as Partner for BR Farms, a Texas General Partnership, hereinafter referred to as Grantor, with street address of 6210 North CR 6100, Shallowater, Texas 79363, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply

with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

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5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

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A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding

pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 30th day of October, 2013 ("Effective Date").

GRANTOR:

Mark L. Roush, Individually and as Partner for BR Farms, a Texas General Partnership

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

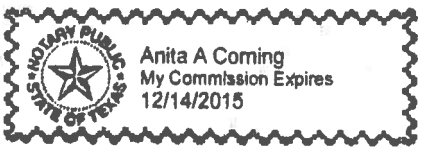
R. Kent Smith
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on October 30th, 2013, by Mark L. Roush, Individually and as Partner on behalf of BR Farms, a Texas general partnership.



Anita A. Corning
Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

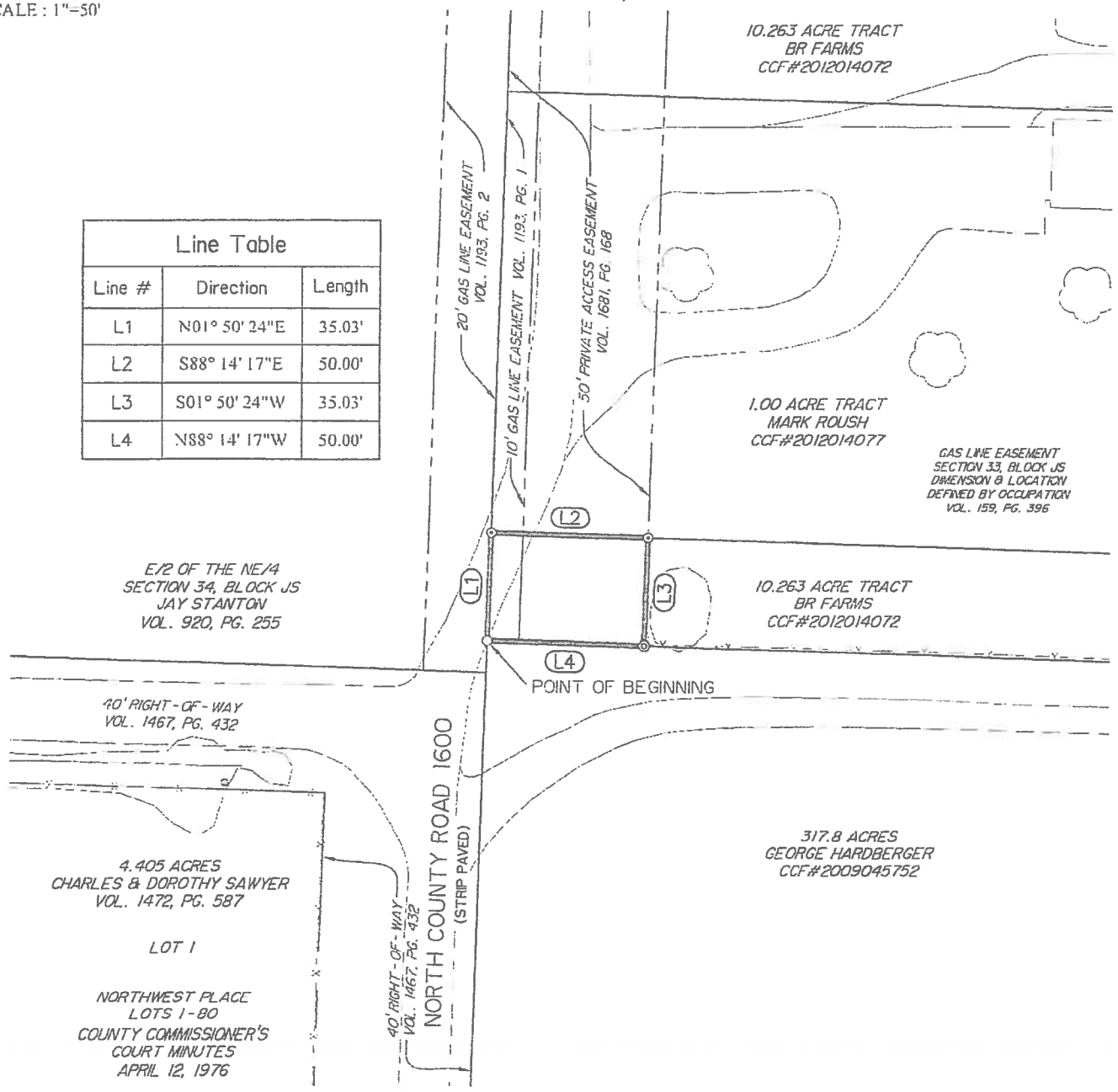
_____
Notary Public, State of _____
_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 41 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.040 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'

Line Table		
Line #	Direction	Length
L1	N01° 50' 24"E	35.03'
L2	S88° 14' 17"E	50.00'
L3	S01° 50' 24"W	35.03'
L4	N88° 14' 17"W	50.00'



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October xx, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙- FOUND 1/2" IRON ROD WITH CAP
⊙- FOUND 1" IRON PIPE
◎- FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE
Parcel No. 41 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.040 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.040 acre parcel located in Section 33, Block JS, Lubbock County, Texas, being a portion of 10.263 acre tract described in County Clerk File Number 2012014072, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1" iron pipe found (North: 7305194.52', East: 911628.17') in common line of Sections 33 and 34, Block JS, Lubbock County, Texas, and in the East line of the East half of the Northeast quarter of said Section 34, Block JS, described in Volume 920, Page 255, Deed Records, Lubbock County, Texas, and in the East line of a 20.00 foot gas line easement described in Volume 1193, Page 3, Deed Records, Lubbock County, Texas, and at the Southwest corner of a 50.00 foot private access easement described in Volume 1681, Page 168, Deed Records, Lubbock County, Texas, and at the Southwest corner of a 10.00 foot gas line easement described in Volume 1193, Page 1, Deed Records, Lubbock County, Texas, and at the Northwest corner of a 317.8 acre tract described in County Clerk File Number 2008045752, Official Public Records, Lubbock County, Texas, and at the Southwest corner of said 10.263 acre tract which bears N. 01°50'24" E. a distance of 2620.31 feet from a 1/2" iron rod found at the Northwest corner of said Section 33, Block JS, for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. along said common line of said Sections 33 and 34, Block JS, and the East line of said East half of the Northeast quarter of Section 34, Block JS, and along the West line of said 10.263 acre tract and along the common line of said 10.00 foot and 20.00 foot gas line easements and along the West line of said 50.00 private access easement a distance of 35.03 feet to a 1/2" iron rod with cap found at a corner of said 10.263 acre tract, also being the Southwest corner of a 1.00 acre tract described in County Clerk File Number 2012014077, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°12'35" E. along the common line of said 1.00 acre tract and said 10.263 acre tract at 10.00 feet pass the East line of said 10.00 foot gas line easement, continuing for a total distance of 50.00 feet to a 1/2" iron rod with cap found in the East line of said 50.00 foot private access easement for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the East line of said 50.00 private access easement a distance of 35.03 feet to a 1/2" iron rod found at the Southeast corner of said 50.00 foot private access easement and in the North line of said 317.8 acre tract and in the South line of said 10.263 acre tract, for the Southeast corner of this parcel;

THENCE N. 88°12'35" W. at 40.00 feet pass the East line of said 10.00 foot gas line easement, continuing for a total distance of 50.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October xx, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100575-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 22.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Ed Sena, Director of Church Services for Lubbock Area Baptist Association, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 10, Block JS.

Item Summary

In 2012 the City completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $16,182 plus closing cost with West Texas Title Company

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $16,182 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Baptist Association

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 10, Block JS, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $16,182.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Easement-LABA
January 22, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Ed Sena as Director of Church Services for Lubbock Area Baptist Association, with street address of 4207 34th Street, Lubbock, TX 79410, herein after referred to as Grantor, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply

with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding

pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 4th day of December, 2013 ("Effective Date").

GRANTOR:

ED SENA AS DIRECTOR OF CHURCH SERVICES

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

_____
DIRECTOR OF PUBLIC WORKS

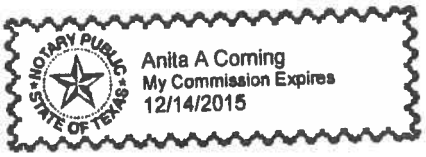
APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on December 4th, 2013, by **ED SENA AS DIRECTOR OF CHURCH SERVICES.**

Anita A. Corning
Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015



STATE OF TEXAS §
COUNTY OF LUBBOCK §

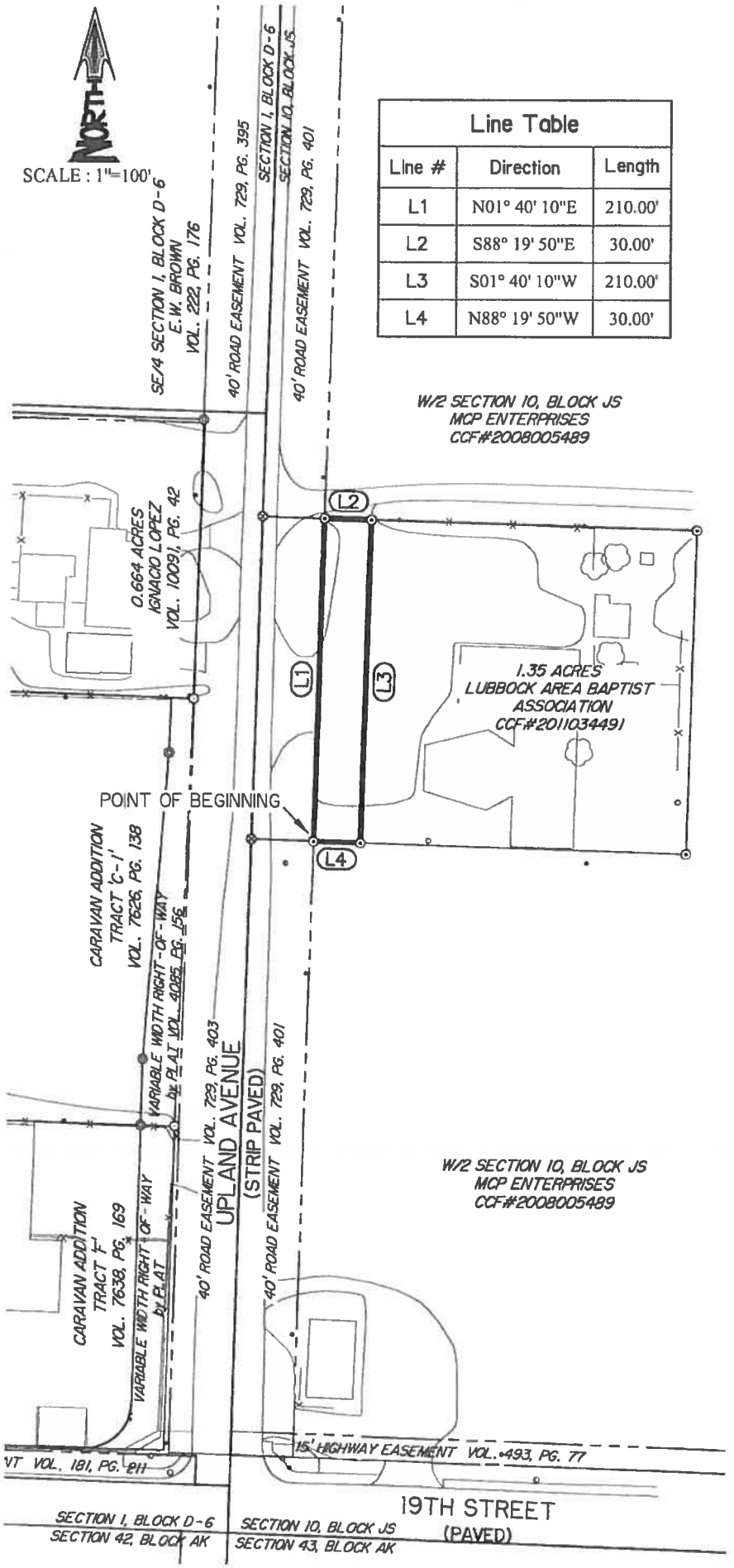
This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 15 - Permanent Easement
PERIMETER SURVEY OF A 0.145 ACRE
TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	210.00'
L2	S88° 19' 50"E	30.00'
L3	S01° 40' 10"W	210.00'
L4	N88° 19' 50"W	30.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL WITH WASHER
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 15 - Permanent Easement
PERIMETER SURVEY OF A 0.145 ACRE TRACT LOCATED IN

SECTION 10, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.145 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of a 1.35 acre tract described in County Clerk File Number 2011034491, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7276622.67', East: 910772.81') in the South line of said 1.35 acre tract, also being a interior South line of the West half of Section 10, Block JS, as described in County Clerk File Number 2008005489, Official Public Records, Lubbock County, Texas, which bears N. 01°40'10" E. a distance of 450.00 and N. 88°19'50" W. a distance of 40.00 feet from the common corner of Sections 42 and 43, Block AK, Section 1, Block D-6, and Section 10, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. a distance of 210.00 feet to a 1/2" iron rod with cap set in the North line of said 1.35 acre tract and in an interior North line of the West half of Section 10, Block JS, for the Northwest corner of this parcel;

THENCE S. 88°19'50" E. along the North line of said 1.35 acre tract and said interior North line of the West half of Section 10, Block JS, a distance of 30.00 feet to a 1/2" iron rod with cap set at the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 210.00 feet to a 1/2" iron rod with cap set in the South line of said 1.35 acre tract and in said interior South line of the West half of Section 10, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°19'50" W. along the South line of said 1.35 acre tract and along said South line out of the West half of Section 10, Block JS, a distance of 30.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 23, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

Regular City Council Meeting **5. 23.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - GIS and Data Services: Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 10956 with Tyler Technologies, Inc. The amendment will provide additional software, unlimited licensing for software modules already contracted and implementation services for a new code enforcement system.

Item Summary

This amendment to the City's existing contract with Tyler Technologies will provide software and services to replace the existing Codes Enforcement software which is no longer supported by the vendor and give Codes Inspectors the ability to conduct inspections and issue citations from a mobile device. It will upgrade the software license acquired in 2012 to an Unlimited User Site Subscription to accommodate current and future users of the software. This includes the Permit/Land management Suite, eReviews, Licensing and Regulatory Management Suite, Citizen Request Suite and the mobile apps, iG Inspect and iG Enforce.

In December 2012, the City contracted with EnerGov Solutions, LLC for software and implementation services for a new permitting system for Building Inspection and several other departments. The goal of the project is an integrated permitting and licensing system that accommodates the needs of many departments and makes cross-departmental tracking, notification and reporting possible. This project is scheduled to go live in May 2014 and participating departments include Building Inspection, Planning, Water Utilities Engineering, Streets Engineering, Stormwater Engineering, Police Records and Neighborhood Services, Fire Marshal, Industrial Waste Monitoring and Protection, City Secretary and GIS and Data Services. Code Enforcement and the online Citizen Portal are scheduled for July 2014. Completion of this implementation will consolidate a variety of permit and license systems ranging from paper files to small access databases into a single system.

Amendment 1 to this contract changed the name of the contracting company, as Energov Solutions LLC was purchased by Tyler Technologies before the original contract was executed by the City Council and the company is now part of Tyler's Local Government Division which is headquartered in Lubbock.

Fiscal Impact

The first year cost is $103,083 for software subscription and implementation costs. $250,000 is appropriated in Capital Improvement Project 92329, Codes/Environmental Health Software Replacement, with $103,083 available for this purpose.

The additional cost for each of the remaining three years of the contract is $104,792 and will be requested as part of the Information Technology operating budget each year.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer and Assistant City Manager

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, Amendment No. 2 to that certain Agreement dated December 17, 2012 for integrated permit, license and land management solutions, by and between the City of Lubbock and Tyler Technologies, Inc. of Duluth, Georgia, 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:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #2 Agrmt-Tyler Technologies, Inc.
January 28, 2014

AMENDMENT NO. 2

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
Tyler Technologies, Inc.

THIS IS AN AMENDMENT TO THE AGREEMENT dated and entered into the 17th day of December 2012 by and between the City of Lubbock ("City") and Tyler Technologies, Inc. of Duluth, Georgia (formerly known as EnerGov Solutions LLC) (contract 10956).

Tyler Technologies has entered into the Original Agreement with the City for Integrated Permit, License and Land Management Solutions.

Amendment No. 2 increases the original contract amount of $1,392,758 by an additional $417,458 as stated in Exhibit A. The expiration date of the Agreement remains as originally stated.

This amendment includes additional software, unlimited licensing for all EnerGov modules currently under contract, and implementation services associated with the increased scope of the Original Agreement.

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 Amendment as of this 27th day of February, 2014.

CITY OF LUBBOCK:

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

TYLER TECHNOLOGIES, INC.

Brett Cate, President
Tyler Technologies
Local Government Division

APPROVED AS TO CONTENT:

Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney
City Attorney's Office

energov
a tyler planning, permitting & licensing solution

Software/Services Purchase
Exhibit A

EXPIRATION 04/30/2014
IF SIGNED BY CUSTOMER, ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT APPLY

PLEASE FAX / EMAIL ORDER TO: [RAY.KINARD@TYLERTECH.COM]
FAX: 678.474.1002
ATTN: RAY KINARD
PHONE: 678.474.1004

Tyler Technologies, Inc.
EnerGov Solutions

2160 Satellite Boulevard Suite 300
Duluth, Georgia 30097
Phone 888.355.1093 Fax 678.474.1002

TO **Mark Yearwood**
City of Lubbock CIO
806-775-2106 Office Phone
MYearwood@mail.ci.lubbock.tx.us

City of Lubbock, TX
1625 13th Street, Room 107
Lubbock, TX 79401

[For internal use only]

PURCHASES:

USERS/LICENSES	ITEM #	SOFTWARE DESCRIPTION	PRICE	ANNUAL MAINTENANCE FEES	
Unlimited User Site Subscription – EnerGov Permit/Land Management Suite	1	Upgrade existing 90 users of EnerGov Permit/Land Management Suite to an Unlimited User Site Subscription. This includes unlimited user access to EnerGov eReviews.	$74,583 for period 04-17-2014 to 12-16-2014. $111,875 increase to the remaining three $202,500 yearly payments for December 17th of 2014, 2015, & 2016.	Included	
Unlimited User Site Subscription – EnerGov Licensing & Regulatory Management Suite	2	Upgrade existing 20 users subscription of EnerGov Licensing & Regulatory Management Suite to an Unlimited User Site Subscription.	Included	Included	
Unlimited User Site Subscription – iG Inspect and iG Enforce Mobile Apps	3	Upgrade existing 30 users of iG Inspect & iG Enforce mobile apps to an Unlimited User Site Subscription.	Included	Included	
Unlimited User Site Subscription – EnerGov Citizen Request Suite	4	Unlimited User Site Subscription for EnerGov Citizen Request Suite is included.	Included	Included	
		PROFESSIONAL SERVICES DESCRIPTION	**RATE**		TOTAL
	5	Professional Services (Setup & Configuration Services) for Code Enforcement Processes only. ✓ (150) Hours (billed monthly as incurred – see "Scope of Services" on next page)	$150 / hour		**$22,500**

(CONTINUED ON NEXT PAGE)

(CONTINUED FROM PREVIOUS PAGE)

PAYMENT SCHEDULE / DETAILS:

ITEM #	DESCRIPTION	Amount	Due Date
1-4	Payment for Upgrade April 17 – December 16, 2014	$74,583	Invoiced at signing, due 4-17-2014.
1-4	Remaining three payments scheduled for 12-17-2014, 12-17-2015, and 12-17-2016	$314,375	Per term's of existing contract.
5	Professional Services for setup/configuration of Code Enforcement Processes.	$22,500	Billed monthly as incurred.
6	Travel Expenses (not to exceed; billed at actual cost)	$6,000	Billed monthly as incurred.

Scope of Services: Phase 2 - Code Enforcement

- Configuration of the EnerGov Request Module
- Configuration of Code Enforcement Workflows
- Configuration of Code Violations
- Custom Field Template configuration for Code Enforcement
- Fee Template setup for Code Enforcement
- Intelligent Object creation and automation for Code Enforcement
- Import Code Enforcement case data from Envision (Legacy) System
- Provide 3 days of Onsite End-User Training
- Provide 2 days of Onsite Go-Live Support
- Travel onsite is estimated at two weeks - travel expenses not to exceed $6,000. Tyler will bill actual expenses.

Acceptance of this Software/Services Purchase constitutes additional fees to the Existing Agreement between Customer and Tyler Technologies

Customer Signature: _____

Printed Name: _____

Title: _____

PO #: _____

Date: _____

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92329
Capital Project Name:	Codes and Environmental Health Software Replacement

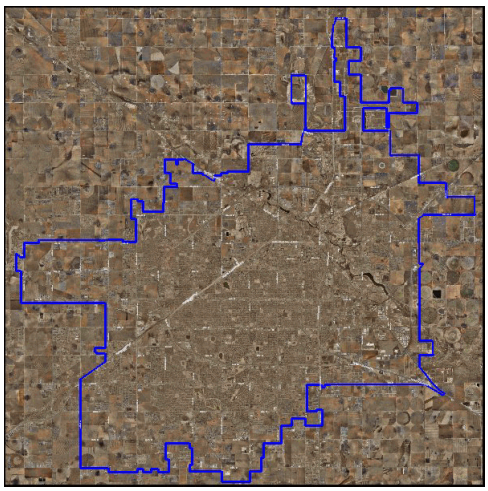
	Budget
Encumbered/Expended	
	$ -
Agenda Item February 27, 2014	
Tyler Technologies Contract Amendment 2	103,083
Encumbered/Expended To Date	103,083
Estimated Costs for Remaining Appropriation	
Equipment	146,917
Remaining Appropriation	146,917
Total Appropriation	$ 250,000

Managing Department **G I S & Data Services**

Project Manager **Sally Abbe**

Project Classification **Administrative**

Project Status **Approved**



Project Scope

Replacement of the outdated Decade Envision system utilized by Environmental Health and Codes Enforcement. The project includes software licensing, first year annual maintenance, professional services for implementation, and a new server.

Software and Implementation: $210,000
New Server: $25,000
Inspection Hardware: $15,000

Project Justification

The Decade Envision software used by Codes Enforcement and Environmental Health, installed in 1999, is at the end of its technological life. The product does not provide mobile inspection capabilities or meaningful management reporting needed by both departments.

Project History

$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

Appropriation Detail	Appropriation to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Other Activities	0	250,000	0	0	0	0	0	250,000
Total Project Appropriation	0	250,000	0	0	0	0	0	250,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2014 General Fund Pay-As-You-Go	0	250,000	0	0	0	0	0	250,000
Total Funding Sources	0	250,000	0	0	0	0	0	250,000

Regular City Council Meeting **5. 24.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11732 with CS Advantage, USAA, Inc. for roof replacement blower building 4 at Southeast Water Reclamation Plant, RFP 14-11732-MA.

Item Summary

The contract is for the roof replacement of the blower building 4 at the Southeast Water Reclamation Plant (SEWRP), located at 3601 Guava Avenue. The project will remove existing roofing system and install a new roof consisting of a light weight concrete cellular deck with one-quarter inch slope to drain to the perimeter of the roof. The new deck will meet all the current building codes and the new roofing system will be installed and comprised of the Evaloy based PVC Membrane to tolerate the harsh chemical environment at the plant. The current system is approximately 4800 square foot.

The evaluation commitee reviewed the proposals based on the following criteria: Price (60%), Contractor Qualifications (20%), Safety record questionnaire (10%) and Construction Time (10%). After the proposals were evaluated, the following ranking was obtained:

Contractor	Score	Price
ABF Commercial Roofing, Lubbock, Tx	*450	$ 70,100
CS Advantage USSA, Inc. College Station, Tx	263	119,000
Lydick Hooks, Lubbock Tx	248	128,754
Tech America, Lubbock Tx	221	138,000

*ABF Commerical Roofing, Lubbock, Texas withdrew their proposal due to an error in their pricing.

Time for completion is 120 consecutive calendar days, and liquidated damages are $100 per calendar day.

Staff recommends contract award to the most qualified proposer being CS Advantage USSA, Inc. of College Station, Texas in the amount of $119,000 and with the time duration of 120 days for final completion.

Fiscal Impact

$3,625,000 is appropriated in Capital Improvement Project 91042, SEWRP replace system with $119,000 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager and R. Keith Smith, Director of Public Works.

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. 11732 for roof replacement at Blower Building No. 4 – Southeast Water Reclamation, by and between the City of Lubbock and CS Advantage, USAA, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-CS Advantage
February 17, 2014

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: 1/30/14

PROJECT NUMBER: **14-11732-MA - Roof Replacement Blower Building No. 4 Southeast Water Reclamation Plant**

Proposal of CS ADVONTAGE USA 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 a **Roof Replacement Blower Building No. 4 Southeast Water Reclamation Plant** 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	Roof Replacement Project – Blower Building No. 4 at the Southeast Water Reclamation Plant, as specified	LS	69,000	50,000	119,000.00
				TOTAL LUMP SUM	$ 119,000.00

Contractors proposed CONTRUCTION TIME for completion: 120

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 **120 (One Hundred and Twenty) CONSECUTIVE CALENDAR OR WORKING 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 **$100(One Hundred)** 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's Initials

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.

Initials Offeror's

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% GDB Dollars ($5% GDB), 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: 1-30-14

Authorized Signature

OSCAR GALVAN

(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

CS ADVANTAGE LEASING

Company

P.O. Box 12407

Address

College St. , Brazos

City, County

TX , 77842

State Zip Code

Telephone: 210 - 7710720

Fax: 210 - 5743157

Email: O-galvan@botmail.com

FEDERAL TAX ID or SOCIAL SECURITY No.

742312935

Offeror acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	91042
Capital Project Name:	Water Reclamtion Plant Replacements

	Budget
Encumbered/Expended	
Sewer System Improvements	$ 2,807,689
Water System Improvements	14,255
Other Construction	41,140
COL Staff Time - Design & Construction	84,184
Professional Services	79,357
Outside Employee Services	18,995
Agenda Item February 27, 2014	
CS Advantage USSA, Inc.	119,000
Encumbered/Expended To Date	3,164,620
Estimated Costs for Remaining Appropriation	
Construction	460,380
Remaining Appropriation	460,380
Total Appropriation	$ 3,625,000

Managing Department **Water Reclamation**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

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
Replacing aging infrastructure reduces emergency maintenance expenditures and system failures.

Project History
The project is part of an annual replacement program that ensures continuous and reliable wastewater treatment; compliance with the City's Texas Pollution Discharge Elimination permit, regulatory requirements, contractual provisions; and overall performance.

$525,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $100,000 in FY 2004-05, Ord. No. 2005-00066, June 23, 2005.
$425,000 was appropriated in FY 2006-07 Budget, Ord. No. 2005-00098, September 13, 2006.
$525,000 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$950,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$100,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$600,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$300,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	3,325,000	300,000	300,000	300,000	300,000	300,000	300,000	5,125,000
Total Project Appropriation	3,325,000	300,000	300,000	300,000	300,000	300,000	300,000	5,125,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2005 Wastewater Revenue CO's	425,000	0	0	0	0	0	0	425,000
FY 2006 Wastewater Revenue CO's	972,020	0	0	0	0	0	0	972,020
FY 2007 10-Year Wastewater Revenue CO's	425,000	0	0	0	0	0	0	425,000
FY 2008 Wastewater Revenue CO's	502,980	0	0	0	0	0	0	502,980
FY 2010 10-Year Wastewater Revenue CO's	300,000	0	0	0	0	0	0	300,000
FY 2011 10-Year Wastewater Revenue CO's	100,000	0	0	0	0	0	0	100,000
FY 2013 10-Year Wastewater Revenue CO's	600,000	0	0	0	0	0	0	600,000
FY 2014 10-Year Wastewater Revenue CO's	0	300,000	0	0	0	0	0	300,000
FY 2015 10-Year Wastewater Revenue CO's	0	0	300,000	0	0	0	0	300,000
FY 2016 10-Year Wastewater Revenue CO's	0	0	0	300,000	0	0	0	300,000
FY 2017 10-Year Wastewater Revenue CO's	0	0	0	0	300,000	0	0	300,000
FY 2018 10-Year Wastewater Revenue CO's	0	0	0	0	0	300,000	0	300,000
FY 2019 10-Year Wastewater Revenue CO's	0	0	0	0	0	0	300,000	300,000
Total Funding Sources	3,325,000	300,000	300,000	300,000	300,000	300,000	300,000	5,125,000

Regular City Council Meeting **5. 25.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution ratifying the act of the City Manager in executing contract 14-11743-JOC with Minnix Commercial Partners, LTD for storm related repairs to the Meter Shop at Municipal Hill.

Item Summary

The resolution ratifies an emergency contract for the storm damage repairs to roof, overhead doors, HVAC system and interior office of the Meter Shop located at 600 Municipal Drive.

The $115,171 contract with Minnix Commercial Partners, LTD., of Lubbock Texas, is made through BuyBoard Contract Area I – 1 MCP – Option 1 using an electronic system known as EZIQC to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair and minor new construction. The contract is based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Fiscal Impact

$115,171 is available in the Facilities Management Maintenance 1611.8302.12166. A special sub-account has been established to track the June 5, 2013, storm related damages to City Facilities.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Minnix Commercial

RESOLUTION

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

THAT the act of the City Manager in executing, on behalf of the City of Lubbock, Contract No. 11743 to repair storm damage to roof, overhead doors and HVAC and interior office of the Meter Shop, by and between the City of Lubbock and Minnix Commercial Partners, Ltd, and all related documents is hereby ratified in full. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council

Passed by the City Council on _____.

_____
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:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Acknowledge & Ratify-Minnix Contract
February 4, 2014

Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - MCP

☐ New Work Order ☐ Modify and Existing Work Order

Work Order Number: 016423.00 Work Order Date: 08/27/2013

Work Order Title: Storm Damage repairs to roof, overhead doors, HVAC system and interior office of the Meter Shop

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, LTD
Contact:	Wesley Everett	Contact:	Keenan Davis
Phone:	(806) 775-2275	Phone:	(806) 798-7335

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 BuyBoard EZIQC Contract No. 2012 Area J – MCP.

Brief Work Order Description:
Storm Damage repairs to roof, overhead doors, HVAC system and interior office of the Meter Shop

Work Order Number	Location	Amount of Contract
016423.00	Storm Damage repairs to roof, overhead doors, HVAC system and interior office of the Meter Shop	$115,170.75

This job order contract ratifies the purchase of and encumbers funds in the amount of $115,170.75 awarded to Minnix Commercial Partners, LTD., on February 27, 2014. The following is incorporated into and made part of this job order contract by reference: JOC 14-11743 Resolution No. _____

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

_____
Keenan Davis, Project Manager
Minnix Commercial Partners, LTD

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:
_____
Assistant City Attorney

Work Order Signature Document

BUYBOARD EZIQC Contract No.: 2012 Area J - MCP

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 016423.00 Work Order Date:

Work Order Title: Meter Shop- Storm Repairs 06/05/13

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, LTD
Contact:	Wes Everett	Contact:	Keenan Davis
Phone:	806-775-2275	Phone:	(806) 798-7335

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 BuyBoard EZIQC Contract No 2012 Area J - MCP.

Brief Work Order Description:

Meter Shop- Storm Repairs 5/13/13.

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $115,170.75

Owner Purchase Order Number:

Approvals

Owner Date

Contractor 1-13-14 Date

BuyBoard® Cooperative Purchasing

ezIQC THE GORDIAN GROUP

Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: Wes Everett
City of Lubbock
1625 13th St
Lubbock, TX 79401
806-775-2275

Date Printed: August 26, 2013

Work Order Number: 016423.00

Work Order Title: Meter Shop- Storm Repairs 06/05/13

Brief Scope: Meter Shop- Storm Repairs 5/13/13.

☐ **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.

Emergency Repairs for Water Meter Shop.

Remove existing damaged rooftop packaged unit.
Remove existing roofing and haul off.
Install new roofing as specified by Brad Draper.
Replace 2 damaged overhead doors, repaired openings, and replaced trim.
Repair electrical damages to plugs and lights from water.
Replace carpeting and base in office from water damages.
Remove existing ceiling pads and replaced with new. Replace insulation above ceiling. Repair damaged ceiling grid.
Paint room and door.

Contractor — Date: 1-13-14

Owner — Date

Contractor's Price Proposal CSI - Summary

Date: August 26, 2013

Re:

IQC Master Contract #:	2012 Area J - MCP
Work Order #:	016423.00
Owner PO #:	
Title:	Meter Shop- Storm Repairs 06/05/13
Contractor:	Minnix Commercial Partners, LTD
Proposal Value:	$115,170.75

01 - General Requirements	**$18,535.67**
02 - Site Work	**$93.70**
05 - Metals	**$7,590.85**
06 - Wood, Plastic, and Composites	**$6,935.70**
07 - Thermal & Moisture Protection	**$64,959.58**
08 - Openings	**$4,160.13**
09 - Finishes	**$3,135.21**
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	**$7,888.76**
26 - Electrical	**$1,871.15**
Proposal Total	**$115,170.75**

The Percentage of NPP on this Proposal: **18.34%**

Contractor's Price Proposal CSI - Detail

Date: August 26, 2013

Re:
IQC Master Contract #: 2012 Area J - MCP
Work Order #: 016423.00
Owner PO #:
Title: Meter Shop- Storm Repairs 06/05/13
Contractor: Minnix Commercial Partners, LTD
Proposal Value: $115,170.75

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

01 - General Requirements

1	01 22 20	00 0006		HR	CarpenterTasks 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.	$1,960.00
				Installation	Quantity 48.00 x Unit Price 33.47 x Factor 1.2200 = Total 1,960.00	
					Clean up and secure site and painting	
2	01 22 20	00 0055		HR	Maintenance Electrician, With Truck And ToolsThis task will be used specifically for maintenance service calls.	$896.26
				Installation	Quantity 12.00 x Unit Price 61.22 x Factor 1.2200 = Total 896.26	
					Repairs to lights due to roofing/water damage. Traced out conduit for damaged plugs/lighting circuits and repaired.	
3	01 22 20	00 0060		HR	Maintenance Roofer Worker With Truck And ToolsThis task will be used specifically for maintenance service calls.	$4,321.73
				Installation	Quantity 60.00 x Unit Price 59.04 x Factor 1.2200 = Total 4,321.73	
4	01 22 23	00 0889		MO	6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	$9,811.06
				Installation	Quantity 1.00 x Unit Price 8,041.85 x Factor 1.2200 = Total 9,811.06	
5	01 52 19	00 0005		MO	ADA Portable Toilets, Chemical	$192.13
				Installation	Quantity 1.50 x Unit Price 104.99 x Factor 1.2200 = Total 192.13	
6	01 74 19	00 0014		EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$1,354.49
				Installation	Quantity 3.00 x Unit Price 370.08 x Factor 1.2200 = Total 1,354.49	

Subtotal for 01 - General Requirements **$18,535.67**

02 - Site Work

7	02 90 50	00 0096		SF	Tear Out Batt Insulation	$93.70
				Installation	Quantity 320.00 x Unit Price 0.24 x Factor 1.2200 = Total 93.70	

Subtotal for 02 - Site Work **$93.70**

05 - Metals

8	05 05 23	00 0140		EA	1/2" Diameter x 5-1/2" Long Wedge Anchor Expansion Bolt	$2,726.70
				Installation	Quantity 300.00 x Unit Price 7.45 x Factor 1.2200 = Total 2,726.70	
9	05 05 23	00 0140	0035		For Galvanized, Add	$289.14
				Installation	Quantity 300.00 x Unit Price 0.79 x Factor 1.2200 = Total 289.14	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 016423.00
Work Order Title: Meter Shop- Storm Repairs 06/05/13

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

05 - Metals

10	05 05 23	00 0140	0039		For > 100, Deduct								-$457.50
				Installation		Quantity 300.00	x	Unit Price -1.25	x	Factor 1.2200	=	Total -457.50	
11	05 31 00	00 0035		SF	1-1/2" Deep, 22/18 Gauge Cellular Galvanized Steel Deck								$4,872.38
				Installation		Quantity 625.00	x	Unit Price 6.39	x	Factor 1.2200	=	Total 4,872.38	
12	05 31 00	00 0035	0165		For > 500 To 1500, Add								$160.13
				Installation		Quantity 625.00	x	Unit Price 0.21	x	Factor 1.2200	=	Total 160.13	

Subtotal for 05 - Metals **$7,590.85**

06 - Wood, Plastic, and Composites

13	06 11 16	00 0155		LF	2" x 6" Wood Blocking To Concrete								$6,935.70
				Installation		Quantity 1,500.00	x	Unit Price 2.74	x	Factor 1.2200	=	Total 5,014.20	
				Demolition		1,500.00	x	1.05	x	1.2200	=	1,921.50	

Subtotal for 06 - Wood, Plastic, and Composites **$6,935.70**

07 - Thermal & Moisture Protection

14	07000	0004		SQ	GAF Everguard Fleeced Backed TPO								$21,122.38
			NPP	Installation		Quantity 41.00	x	Unit Price 515.18	x	Factor 1.0000	=	Total 21,122.38	
15	07 21 16	00 0012		SF	3-1/2" Thick, Unfaced, R-13 Fiberglass Flexible Insulation								$242.05
				Installation		Quantity 320.00	x	Unit Price 0.62	x	Factor 1.2200	=	Total 242.05	
16	07 22 16	00 0047		SF	1-1/2" Thick, R10.87, Polyisocyanurate, Roof Board Insulation								$6,402.56
				Installation		Quantity 4,100.00	x	Unit Price 1.14	x	Factor 1.2200	=	Total 5,702.28	
				Demolition		4,100.00	x	0.14	x	1.2200	=	700.28	
17	07 22 16	00 0056		SF	1/2" Thick, R0.5, Gypsum-Fiber, Roof Board Insulation (USG Securock Gypsum)								$6,852.74
				Installation		Quantity 4,100.00	x	Unit Price 1.21	x	Factor 1.2200	=	Total 6,052.42	
				Demolition		4,100.00	x	0.16	x	1.2200	=	800.32	
18	07 22 16	00 0068		SF	1/2" Tapered Polyisocyanurate Board								$17,156.86
				Installation		Quantity 4,100.00	x	Unit Price 3.43	x	Factor 1.2200	=	Total 17,156.86	
19	07 22 16	00 0068	0024	SF	For Setting In Hot Asphalt, Add								$1,800.72
				Installation		Quantity 4,100.00	x	Unit Price 0.36	x	Factor 1.2200	=	Total 1,800.72	
20	07 51 13	00 0065		SQ	Cap Sheet Surfaced, Built Up Roofing System DemolitionIncludes protective surfacing.								$3,194.28
				Installation		Quantity 41.00	x	Unit Price 63.86	x	Factor 1.2200	=	Total 3,194.28	

Work Order Number: 016423.00
Work Order Title: Meter Shop- Storm Repairs 06/05/13

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

07 - Thermal & Moisture Protection

21	07 52 16 12 0004			SQ	80 Mil, SBS Modified Bitumen Base Sheet, Hot-Mopped								$2,876.15
						Quantity		Unit Price		Factor		Total	
					Installation	41.00	x	57.50	x	1.2200	=	2,876.15	
22	07 54 23 00 0009			EA	Up To 3" Pipe Diameter, Prefabricated TPO Pipe Cone/BootIncludes attaching the boot to the membrane, caulking around the pipe and installing a draw band.								$33.18
						Quantity		Unit Price		Factor		Total	
					Installation	1.00	x	25.19	x	1.2200	=	30.73	
					Demolition	1.00	x	2.01	x	1.2200	=	2.45	
23	07 54 23 00 0011			EA	6" Diameter, Prefabricated TPO Penetration PocketIncludes attaching the pocket to the membrane, sealing around the penetration and filling the pocket with pourable sealer.								$68.30
						Quantity		Unit Price		Factor		Total	
					Installation	1.00	x	53.50	x	1.2200	=	65.27	
					Demolition	1.00	x	2.48	x	1.2200	=	3.03	
24	07 59 00 00 0002			LF	Roofing Membrane Termination BarIncludes fasteners and caulking.								$273.77
						Quantity		Unit Price		Factor		Total	
					Installation	120.00	x	1.52	x	1.2200	=	222.53	
					Demolition	120.00	x	0.35	x	1.2200	=	51.24	
25	07 62 00 00 0053			SF	24 Gauge, Galvanized Steel Flashing								$1,856.72
						Quantity		Unit Price		Factor		Total	
					Installation	190.00	x	6.76	x	1.2200	=	1,566.97	
					Demolition	190.00	x	1.25	x	1.2200	=	289.75	
26	07 62 00 00 0060			LF	8" Girth, 24 Gauge Galvanized Steel Fascia Panels								$3,079.87
						Quantity		Unit Price		Factor		Total	
					Installation	322.00	x	6.87	x	1.2200	=	2,698.81	
					Demolition	322.00	x	0.97	x	1.2200	=	381.05	

Subtotal for 07 - Thermal & Moisture Protection **$64,959.58**

08 - Openings

27	08 36 13 00 0025			EA	12' x 12', Non-Insulated, 24 Gauge Galvanized Steel Sectional Door, Manual Lift								$4,160.13
						Quantity		Unit Price		Factor		Total	
					Installation	2.00	x	1,432.16	x	1.2200	=	3,494.47	
					Demolition	2.00	x	272.81	x	1.2200	=	665.66	

Subtotal for 08 - Openings **$4,160.13**

09 - Finishes

28	09 51 13 00 0018			SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels								$671.49
						Quantity		Unit Price		Factor		Total	
					Installation	320.00	x	1.52	x	1.2200	=	593.41	
					Demolition	320.00	x	0.20	x	1.2200	=	78.08	
29	09 51 13 00 0018	0093			For > 200 To 500, Add								$39.04
						Quantity		Unit Price		Factor		Total	
					Installation	320.00	x	0.10	x	1.2200	=	39.04	

Work Order Number: 016423.00
Work Order Title: Meter Shop- Storm Repairs 06/05/13

Labor	Sect. Equip.	Item Material	Modifer (Excluded if marked with an X)	UOM	Description	Line Total
09 - Finishes						
30	09 65 13	13 0002		LF	4" High 1/8" Vinyl Plastic Base, All Colors	$351.36
				Installation	Quantity 144.00 x Unit Price 1.69 x Factor 1.2200 = Total 296.90	
				Demolition	144.00 x 0.31 x 1.2200 = 54.46	
31	09 65 13	33 0002		SF	Latex Self Leveling Underlay, 1/8" Thick	$171.78
				Installation	Quantity 320.00 x Unit Price 0.44 x Factor 1.2200 = Total 171.78	
32	09 65 13	33 0005		SF	Remove Glue From Concrete FloorFor removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	$121.02
				Installation	Quantity 320.00 x Unit Price 0.31 x Factor 1.2200 = Total 121.02	
33	09 68 13	00 0019		SY	24 Ounce, Patterned, Nylon Carpet Tile	$1,537.64
				Installation	Quantity 36.00 x Unit Price 35.01 x Factor 1.2200 = Total 1,537.64	
34	09 68 16	00 0034		SY	24 Ounce, Medium Traffic, Patterned, Nylon Broadloom Carpet	$242.88
				Installation	Quantity 0.00 x Unit Price 21.53 x Factor 1.2200 = Total 0.00	
				Demolition	36.00 x 5.53 x 1.2200 = 242.88	
Subtotal for 09 - Finishes						**$3,135.21**
23 - Heating, Ventilating, And Air-Conditioning (HVAC)						
35	23 74 13	00 0005		EA	5 Ton Cooling, Electric Heat Self Contained Package Rooftop UnitElectric load approximately 1/2 the cooling capacity.	$7,345.75
				Installation	Quantity 1.00 x Unit Price 5,761.31 x Factor 1.2200 = Total 7,028.80	
				Demolition	1.00 x 259.80 x 1.2200 = 316.96	
36	23 74 13	00 0005	0252		For Equipment Base Roof Curbs, Add	$543.01
				Installation	Quantity 1.00 x Unit Price 445.09 x Factor 1.2200 = Total 543.01	
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)						**$7,888.76**
26 - Electrical						
37	26 05 19	16 0013		MLF	#10 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit	$106.71
				Installation	Quantity 0.20 x Unit Price 437.35 x Factor 1.2200 = Total 106.71	
38	26 05 19	16 0122		MLF	#6 AWG Cable - Type THHN-THWN, Underground Feeder And Branch Circuit	$576.91
				Installation	Quantity 0.50 x Unit Price 945.75 x Factor 1.2200 = Total 576.91	
39	26 05 33	13 0291		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	$123.22
				Installation	Quantity 50.00 x Unit Price 2.02 x Factor 1.2200 = Total 123.22	
40	26 05 33	13 0313		EA	3/4" EMT Set Screw Coupling	$5.12
				Installation	Quantity 2.00 x Unit Price 2.10 x Factor 1.2200 = Total 5.12	

Work Order Number: 016423.00
Work Order Title: Meter Shop- Storm Repairs 06/05/13

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

26 - Electrical

41	26 05 33	13 0324		EA	3/4" EMT Compression Coupling								$12.30
				Installation		Quantity 4.00	x	Unit Price 2.52	x	Factor 1.2200	=	Total 12.30	
42	26 05 33	13 1691		LF	3/4" Liquid Tight Flex Conduit								$23.42
				Installation		Quantity 10.00	x	Unit Price 1.92	x	Factor 1.2200	=	Total 23.42	
43	26 05 33	13 1702		EA	3/4" Straight Liquid Tight Connector								$11.15
				Installation		Quantity 2.00	x	Unit Price 4.57	x	Factor 1.2200	=	Total 11.15	
44	26 05 33	16 0222		EA	4" Square Box x 2-1/8" Depth, With Cover, Concealed Outlet Boxes								$37.06
				Installation		Quantity 2.00	x	Unit Price 15.19	x	Factor 1.2200	=	Total 37.06	
45	26 24 19	00 0711		EA	Fused Disconnect Type, Size 1 Space Complete With Bus And Hardware								$164.98
				Installation		Quantity 1.00	x	Unit Price 135.23	x	Factor 1.2200	=	Total 164.98	
46	26 25 00	00 0053		EA	60 Amp Bus Duct Circuit Breaker 277/480 V, 3 Phase, 4 Wire Plug-in Circuit Breaker								$810.28
				Installation		Quantity 1.00	x	Unit Price 664.16	x	Factor 1.2200	=	Total 810.28	

Subtotal for 26 - Electrical **$1,871.15**

Proposal Total **$115,170.75**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **18.34%**

Regular City Council Meeting **5. 26.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11748, an agreement with Condray Design Group, Inc. for professional architectural and engineering services for the renovations of the Mae Simmons Senior and Community Centers located at 2004 Oak Avenue.

Item Summary

The contract includes professional services related to the design, plans, specifications and estimates of the renovations of the Mae Simmons Senior and Community Centers located at 2004 Oak Avenue. The contract includes the final plans and specifications for the renovations of the facilities. Scope shall include: Review and Analysis Phase, Design Phase, Bidding and limited Construction Administration Phase.

Condray Design Group, Inc. was selected for this project based on their expertise of these types of facilities and preliminary work of Texas Accessibility Standards compliance to the entrance of the Senior Center on contract 11128, dated December 12, 2012. The recommended renovations of these facilities are the result of a comprehensive study presented to Council in February 2013. At the direction of the Council, this contract will implement the recommendations of the study to develop the plans and specifications for the renovations of the Mae Simmons Senior and Community Centers. This agreement is for a “Not to Exceed” amount of $66,290 for all labor and reimbursable expenses.

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).

Fiscal Impact

$1,835,370 is appropriated in Capital Improvement Project 92323, Facility Renovations/Upgrades, with $66,290 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Condray Design Group

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract No. 11748 for architectural services related to renovations of the Mae Simmons Senior Citizens and Community Center, by and between the City of Lubbock and Condray Design Group, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wesley D. Everett,
Director of Facilities Management

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-CDG, Inc.
January 30, 2014

CONTRACT# 11748

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 27th day of February 2014, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Condray Design Group, Inc. ("CDG"), a Texas "Corporation".

WITNESSETH

WHEREAS, the City desires to obtain professional Architectural services related to the Renovations of the Mae Simmons Senior Citizens and Community Centers located at 2004 Oak Avenue, Lubbock, Texas (the "Project"); and

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

WHEREAS, the City desires to contract with CDG to provide professional Architectural services related to the Project and CDG desires to provide the services related to same.

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of at least one hundred twenty (120) days, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

CDG shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due CDG under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in CDG's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due CDG under this

Agreement shall be made by check and mailed to the Address identified in the remittance instructions on CDG's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

A. 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. CDG 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. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by CDG. This Agreement constitutes legal, valid, and binding obligations of CDG and is enforceable in accordance with the terms thereof.

C. Professional. CDG 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.

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

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

F. CDG acknowledges that it shall perform the Project in accordance with the standards of care and diligence normally practiced by recognized Architectural firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by CDG's failure to meet such standards, and City has promptly notified CDG in writing of any such error within that period, CDG shall perform, at CDG's cost, such corrective Architectural services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

CDG shall accomplish the following:

Professional Architectural Services related to the Renovations of the Mae Simmons Senior Citizens and Community Centers, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

CDG and City agree that CDG shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. CDG has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, CDG and CDG's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

CDG 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 as described in Exhibit B.

CDG shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of CDG 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. Except for Professional Liability, 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:	
Combined Single Limit:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$500,000 Per Occurrence

CDG shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for CDG, protecting City against direct losses caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. CDG 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. Copies of all endorsements are required.

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ARTICLE X. CONFIDENTIALITY

CDG 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

CDG 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 CDG, 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 OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Ken Condray, A.I.A.
1402 Avenue N
Lubbock, TX 79401
Telephone: (806) 748-6190
Email: ken@condray.com

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

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Email: Weverett@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish CDG any available data in the possession of the City pertinent to CDG's Services, so long as City is entitled to rely on such data for the performance of CDG's Services under this Agreement (the "Provided Data"). CDG shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

I. Entire Agreement. This Contract, including Exhibits "A" and "B", attached hereto, contains the entire Agreement between the City and CDG, 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 CDG and the City.

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

L. Notice of Waiver. A waiver by either City or CDG of a breach of this Agreement must be in writing 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 CDG.

N. Extent of Responsibility. CDG does not guarantee that proposals, bids or actual project costs will not vary from CDG's opinions of probable cost or that actual schedules will not vary from CDG's projected schedules. CDG shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CDG, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CDG in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

Condray Design Group, Inc.

Ken Condray, A.I.A.
President

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Wesley D. Everett

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONDRAY
DESIGN GROUP, INC.

January 27, 2014

Mr. George Lisenbe
City of Lubbock Facilities Management
1626 13th Street
Lubbock, TX 79401

Re: Mae Simmons Community Center and Senior Citizens Center

Dear Mr. Lisenbe:

Thank you for the opportunity to submit a proposal for this project.

The proposed scope of services for the project is attached and includes schematic design, design development, preparation of construction documents, bidding, and construction administration.

Our proposed design fee is $64,290.00. TDLR plan review & inspection fees as well as other miscellaneous reimbursable expenses will be invoiced at cost plus 5%. Reimbursable expenses will not exceed $2,000 without Owner's written authorization.

If there are any questions or if any additional information is needed, please contact me at any time.

Sincerely,

Ken Condray
Condray Design Group, Inc.

EXHIBIT A

Scope of Services:
Mae Simmons Community Center

Site:

1. Repave areas of the parking lot if it is determined that the base has deteriorated. Seal coat the remainder of the parking lot to prolong its life and restripe the pavement. Determine if accessible parking spaces meet grading requirements.
2. Replace concrete entry steps.

Exterior Shell:

1. Repoint masonry
2. Install anti-graffiti sealant.
3. Replace door hardware.

Interior:

1. Replace damaged Masonite wood paneling in library and large meeting room.
2. Install new flooring in the exercise room.
3. Install new carpet in the library.
4. Replace resilient base.
5. Replace acoustic ceiling tiles in rooms where tiles are stained or broken.
6. If clerestory glazing can be accessed from the interior, repaint the one pane that does not match.
7. Replace kitchen and restroom counters with solid surfaced counters.
8. Install new wall panel between lobby and kitchen to conceal back of appliances.
9. Install new solid phenolic toilet partitions.
10. Install floor transition strip between ceramic tile and terrazzo in restrooms.
11. Repair or replace rusted door and frame.
12. Repaint doors and frames, replace door handsets and kickplates.
13. Modify restrooms to meet accessibility requirements.

Mechanical:

1. Replace the roof mounted centrifugal exhaust fans serving the men's and women's toilets.
2. For the two existing rooftop units, provide new programmable thermostats.
3. Replace ceiling cone type supply diffusers or clean, sand, prime and paint.
4. Replace return and exhaust grilles.

Plumbing:

1. Replace two counter mounted lavatories with trim at men's and women's toilets when the solid surface tops are installed.
2. Replace the kitchen sink when the solid surface top is installed.
3. Clean fixtures and supplies.

Electrical:

1. Clean all fixtures.
2. Replace light fixtures with new fixtures containing electronic ballast and T8 lamps.
3. Replace exit lights with new.
4. Replace emergency lighting units and add new units as needed.
5. Replace exterior incandescent downlights with new LED downlights.
6. Clean wiring devices.

EXHIBIT B

Scope of Services:
Mae Simmons Senior Center

Site:

1. Repave areas of the parking lot if it is determined that the base has deteriorated. Seal coat the remainder of the parking lot to prolong its life and restripe the pavement. Determine if accessible parking spaces meet grading requirements.
2. Rebuild north retaining wall.
3. Consider re-grading to improve site drainage.
4. Replace metal ramp railings.
5. Replace concrete entry steps.
6. Replace portions of the concrete ramp where the concrete has heaved upward.
7. Consider replacing the wood fence with masonry or metal.

Exterior Shell:

1. Repoint masonry
2. Install anti-graffiti sealant.
3. Replace door hardware.

Interior:

1. Install new flooring in the kitchen.
2. Replace vinyl composition tile in rooms where it is cracking.
3. Replace all resilient base.
4. Test for mold, repair damaged drywall in restroom and install fiberglass reinforced panels on the wall.
5. Replace acoustic ceiling tiles in rooms where tiles are stained or broken.
6. Install new cabinets in the kitchen.
7. Replace kitchen and restroom counters with solid surfaced counters.
8. Install new solid phenolic toilet partitions.
9. Repair or replace entry hollow metal door frame that is split at the base.
10. Repaint door frames and replace handsets and kickplates.
11. Restain doors.
12. Modify restrooms to meet accessibility requirements.

Mechanical:

1. For both split system units, provide new programmable thermostats.
2. Replace wall return grilles or clean and paint.
3. Replace ceiling mounted supply grilles.
4. Install a wall-mounted exhaust fan in the storage room with the ice-maker. The fan should cycle on a thermostat.

Plumbing:

1. Install new kitchen sink and counter-mounted lavatories when the counter tops are replaced.
2. Clean fixtures and supplies.

Electrical:

1. Replace light fixtures with new fixtures containing electronic ballast and T8 lamps.
2. Replace exit lights with new.
3. Replace emergency lighting units with new.
4. Replace exterior canopy light and wall-packs.
5. Clean wiring devices.

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92323
Capital Project Name:	Facility Renovations/Upgrades

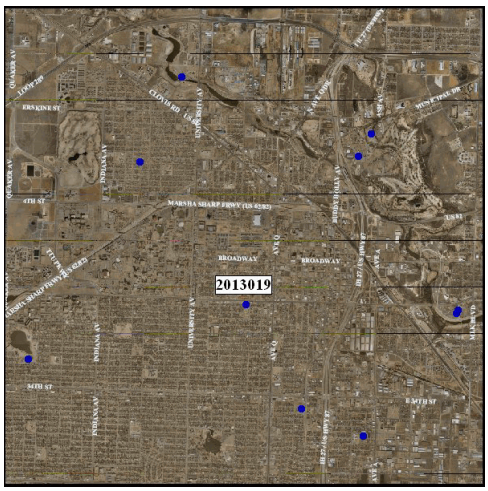
		Budget
Encumbered/Expended		
Contract #11738 Cox/Dirks - A/E Fees 19th Street Center	$	44,600
Agenda Item February 27, 2014 Council		
Contract # 11748 - Condray Design Group		66,290
Encumbered/Expended To Date		110,890
Estimated Costs for Remaining Appropriation		
Construction		1,724,480
Remaining Appropriation		1,724,480
Total Appropriation	$	1,835,370

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

The project includes complete interior and exterior renovation of the following facilities: Copper Rawlings, Hodges Community Center, Lubbock Senior Center, Simmons Community Center, Simmons Senior Center, Trejo Super Center, Maxey Community Center, Stubbs Party House, Fleet and Solid Waste Operations, and Municipal Hill Operations Center. The priority will be the renovation of the community and senior centers first.

Project Justification

The maintenance of these 10 facilities have been limited over the past many years. These facilities require immediate maintenance actions or risk permanent damage to the facility.

Project History

In general, the buildings reflect their age. The newest building is 23 years old and the oldest is 60. Most have been remodeled to some degree over the years. All of the buildings are operational and generally sound and functional.

$1,835,370 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	0	1,585,370	3,034,583	0	0	0	0	4,619,953
Design and Engineering	0	250,000	337,000	0	0	0	0	587,000
Total Project Appropriation	0	1,835,370	3,371,583	0	0	0	0	5,206,953

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2014 General Fund Pay-As-You-Go	0	1,835,370	0	0	0	0	0	1,835,370
FY 2015 General Fund Pay-As-You-Go	0	0	3,371,583	0	0	0	0	3,371,583
Total Funding Sources	0	1,835,370	3,371,583	0	0	0	0	5,206,953

Regular City Council Meeting **5. 27.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11582 with DFW Consulting Group, Inc. for Architectural/Engineering Services for Lubbock Preston Smith International Airport Terminal Building Fire Alarm System Improvements, RFQ 14-11582-TF.

Item Summary

Lubbock Preston Smith International Airport requested proposals for qualifications for architectural/engineering services for terminal building fire alarm system improvements.

The existing fire alarm system was installed by Grinnell Fire Protection Systems Company and has been serviced in recent years by local SimplexGrinnell representatives. The system is outdated and in need of replacement. The selected firm will produce complete plans and specifications for a non-proprietary fire alarm system, assist with the competitive bidding process in the selection of an installation contractor, provide complete construction phase services and complete the project close out. The plans and specifications will be reviewed and approved by the Lubbock Fire Marshal's Office prior to bidding. The Fire Marshal's Office will issue final certification of the system.

A new public announcement system will be included in the project in order to have a full coverage voice evacuation system linked to the fire alarm system.

A Request for Qualifications (RFQ) was generated and two engineering firms submitted Statements of Qualifications. An evaluation committee was appointed. The committee ranked the firms as follows with 100 as the maximum number of points:

Company	Points
DFW Consulting Group, Inc. of Irving, TX	87
Aon Fire Engineering of Richardson, TX	80

The evaluation committee independently reviewed the proposals based on the following criteria: Project Team Organization (35%), Experience on Similar Projects (35%), Project Approach (20%), and Overall Responsiveness to the RFQ (10%).

Staff has successfully negotiated a contract DFW Consulting Group, Inc. of Irving, TX. The design services and construction administration fees are based on a time and material basis or a not to exceed fee of $217,620. Reimbursable expenses such as travel, printing and lodging will be billed at their cost and will not exceed $22,500. The total cost will not exceed $240,120. The amount of time proposed for completion of this project is 24 months

from the date of City Council approval of the agreement.

Fiscal Impact

$2.6 million is appropriated in Capital Improvement Project 92191, Airport Facility Improvements, with $240,120 available for this purpose.

Staff/Board Recommending

Kelly Campbell, Interim Director of Aviation and Airport Advisory Board

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Attachments

Resolution

Agreement - DFW Consulting

Exhibit A

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, a Professional Services Contract for Architectural/Engineering Services for Lubbock Preston Smith International Airport Terminal Building Fire Alarm System Improvements, by and between the City of Lubbock and DFW Consulting Group, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Interim Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-DFW Consulting Group, Inc.,
2.06.2014

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 27th day of February 2014, is by and between **City of Lubbock**, Texas ("City"), a Texas home rule municipal corporation, and **DFW Consulting Group, Inc.**, ("Engineer"), a professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional Architectural/Engineering Services for Lubbock Preston Smith International Airport Terminal Building Fire Alarm System Improvements ("Activities"); and

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

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

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement and the RFQ-14-11582, which is incorporated herein by reference, the City and Engineer hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of twenty-four months, as set forth in Exhibit "A", attached hereto and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the services, the City Manager, or his/her designee, may execute an agreement to grant up to an additional six months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in any increase in the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. Engineer shall receive as consideration for the performance of the Services as set forth in Exhibit "A" attached here to and incorporated herein by reference based on hourly and unit rates, not to exceed $240,120.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to Engineer. In the event this Agreement is so terminated, the City shall only pay Engineer for Services actually performed and costs and expenses incurred by Engineer up to the effective date of the termination.

B. Termination and Remedies. In the event Engineer breaches any term and/or provision of this Agreement, the City shall notify Engineer in writing of such breach and allow Engineer five (5) working days to cure any such default. If default is not cured, City shall be entitled to exercise any right or remedy available to it by this Agreement, at law or equity, including without limitation, termination of this Agreement and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other 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. Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

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

D. Engineer. Engineer 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. Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional 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. Engineer warrants that any materials provided by Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. Engineer shall be solely responsible for ensuring that any materials provided by Engineer pursuant to this Agreement satisfy this requirement and Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of Engineer's failure to perform this duty.

G. Engineer warrants that it shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Services it is shown there is an error in the Services caused solely by Engineer's failure to meet such standards, and City has promptly notified Engineer in writing of any such error within that period, Engineer shall perform, at Engineer's cost, such corrective engineering services within the original scope of services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

Engineer shall accomplish the following:

Professional Archetectural/Engineering Services related to the project as listed in Exhibit "A".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

Engineer and City agree that Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. Engineer has the sole discretion

to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Engineer and Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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, and shall cause each approved subcontractor or sub-consultant of Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for professional liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	
Combined Single Limit:	$1,000,000
Professional Liability:	
Combined Single Limit:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$1,000,000 Per Occurrence

Engineer shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, professional liability coverage, as specified above for Engineer, protecting City against direct losses caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the automobile liability and commercial general liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be provided along with the Certificate. The additional insured endorsements shall include products and complete operations. Copies of all endorsements are required.

Engineer shall elect to obtain workers' 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 workers' compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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 the Agreement shall be discontinued immediately.

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

ARTICLE XI. INDEMNITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION

PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

DFW Consulting Group, Inc.
1616 Corporate Court, Suite 100
Irving, TX 75038
Telephone: (972) 929-1199
Facsimile: (972) 929-4691

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

City of Lubbock
Lubbock Preston Smith International Airport
Attn: Kelly Campbell
Administration Office, 2nd Floor
5401 N. Martin Luther King, Jr. Blvd, Unit 389
Lubbock, TX, 79403
Telephone: (806) 775-3126
Facsimile: (806) 775-3133

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

ARTICLE XIV. CITY-PROVIDED DATA

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

L. Notice of Waiver. A waiver by either City or Engineer of a breach of this Agreement must be in writing 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 Engineer.

N. Extent of Responsibility. Engineer does not guarantee that proposals, bids or actual project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules. Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Engineer, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Exhibit "A," Scope of Services.

O. Unforeseen Circumstances. Except for City's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Steve Nicholson, Deputy Director, Operations & Safety

_____
Kelly Campbell, Interim Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Engineer

By: _____
Troy Skillern, President/ Principal
DFW Consulting, Inc.

PROPOSAL FOR

CODE RESEARCH AND DETAILED FIRE ALARM DESIGN FOR THE LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

Prepared by:

DFW Consulting Group, Inc.
Mechanical Electrical Plumbing • Engineering

28 January 2014

28 January 2014

Mr. Steve Nicholson
Deputy Director – Operations & Safety
Lubbock Preston Smith International Airport
5401 N. Martin Luther King, Blvd. Unit 398
Lubbock, Texas 79403

RE: **Revised** Professional Services for
Code Research and Detailed Fire Alarm Design
Lubbock Preston Smith International Airport

Mr. Nicholson:

DFW Consulting, Nelson Hodges Architects, and DFW Fire Protection are pleased to submit our proposal to provide Code Research, Design, and Construction Administration services for your existing airport facility.

We wanted to foremost thank you for your flexibility as we offer our scope of work in two phases for this project. We understand the importance of the decision-making process, and we are confident we will be able to present the relevant cost effective options for review by the City and the Airport.

We understand that the scope of work is to design a new comprehensive fire alarm system for the existing 250,000 SF airport terminal to replace the existing obsolete system. As a fire sprinkler system does not exist, part of our services will be to provide a detailed Code review of the fire alarm and fire protection requirements for an existing airport and to evaluate and present options.

Our scope of services is detailed below:

A. CODE RESEARCH

Phase A

1. Research the relevant codes with major emphasis on the International Existing Building Code.
2. Evaluate the Code requirements, including utilizing the point system.
3. Prepare Findings and Options for a comprehensive fire safety program for the airport.
4. Prepare high level cost estimates for each option.
5. Attend meeting to present Findings and Options.
6. Assist the Airport and City of Lubbock in evaluating the available options.

B. DESIGN PHASE

PHASE B

I. Design Development

1. Host a design kickoff meeting with Airport staff and City of Lubbock building officials and fire marshal's offices.
2. Attend project meetings to further discuss details and scope of the project and propose FA system options, quantity of two.
3. Prepare initial FA equipment layouts for the proposed system.
4. Prepare meeting notes documenting decisions, task assignments, delivery dates, and responsibility.
5. Survey existing terminal for equipment and spaces in order to generate accurate CAD plans.
6. Prepare accurate and detailed CAD plans.
7. Prepare Developed Design drawings (50% CDs).
8. Issue Developed Design drawings to Airport for review and approval.

II. Construction Documents

1. Attend project meetings to further discuss details and scope of the project and propose FA system options, quantity of two.
2. Attend periodic project meetings by teleconference, quantity of four.
3. Prepare meeting notes documenting decisions, task assignments, delivery dates, and responsibility.
4. Prepare Construction Document drawings (100% CDs).
5. Perform an "in-house" quality control review in accordance with DFWCGI's QA program – prior to CD Issue.
6. Attend one project meeting in Lubbock to discuss final details of the project.
7. Delivery of documentation in electronic means for every issue/review.
8. Assist Owner during bidding phase, attend pre-bid conference, evaluate bidders, respond to RFI's and answer questions.

III. Construction Administration (CA) Phase

1. Attend weekly construction meetings by teleconference
2. Coordinate the details of the construction.
3. Monitor the quality and progress of construction, based on fifteen on-site visits.
4. Assist in resolving variances in design and field conditions.
5. Review contractor's meeting notes documenting decisions, task assignments, delivery dates, and responsibility.
6. Respond to RFIs during construction.
7. Prepare field reports on the progress and quality of the work
8. Perform final walk-through and issue punchlist of items requiring completion or correction.
9. Perform a post-final walk to verify completion of the final punch list.
10. Approve contractor Pay Applications.

PROJECT FEE

We propose to perform the above Design Services and Construction Administration for phases A and B.I, B.II and B.III based on a time and material basis or a Not to Exceed Fee of **$217,620** as indicated on the attached spreadsheet. These services will be provided on an hourly fee basis using the following rate schedule:

Hourly Rates:

Title/Position	Rate
Principal-in-Charge	$225
Project Manager	$175
Project Engineer/Senior Project Designer	$140
Designer	$125
CAD Tech	$75

Reimbursable expenses are estimated not to exceed $22,500 for travel, printing, lodging, etc. and are not included in the above fee. These expenses will be billed at their cost.

Best Regards,

Julian Rachman, PE, LEED AP
Principal
DFW Consulting Group

cc: Nelson Hodges
Greg Lee

DFW Consulting Group, Inc.
MECHANICAL • ELECTRICAL • PLUMBING • ENGINEERING

MEP FEE PROPOSAL ESTIMATE

LUBBOCK AIRPORT FIRE ALARM SYSTEM 01/24/14

		Principal	Project Manager	Lead Engineer	Project Engineer	Project Designer	CADD	TOTALS
A. CODE RESEARCH	**_MANHOURS**	**56**	**32**					**88**
	_AMOUNT	**$12,600**	**$5,600**					**$18,200**
1. Research the relevant codes with major emphasis on the International Existing Building Code.	MANHOURS	12	12					24
2. Evaluate the Code requirements, including utilizing the point system.	MANHOURS	12						12
3. Prepare Findings and Options for a comprehensive fire safety program for the airport.	MANHOURS	8	8					16
4. Prepare high level cost estimates for each option.	MANHOURS		12					12
5. Attend meeting to present Findings and Options.	MANHOURS	12						12
6. Assist the Airport and City of Lubbock in evaluating the available options.	MANHOURS	12						12
	MANHOURS							
	MANHOURS							
	MANHOURS							
	MANHOURS							
B.1 DESIGN DEVELOPMENT	**_MANHOURS**	**30**	**76**	**4**	**172**		**160**	**442**
	_AMOUNT	$6,750	$13,300	$640	$24,080		$12,000	**$56,770**
1. Host a design kickoff meeting with Airport staff and City of Lubbock building officials and fire marshal's offices.	MANHOURS	8	8					16
2. Attend project meetings to further discuss details and scope of the project and propose FA system options, quantity of two.	MANHOURS	16	16					32
3. Prepare initial FA equipment layouts for the proposed system.	MANHOURS			4	12		12	28
4. Prepare meeting notes documenting decisions, task assignments, delivery dates, and responsibility.	MANHOURS		16					16
5. Survey existing terminal for equipment and spaces in order to generate accurate CAD plans.	MANHOURS		8		80		60	148
6. Prepare accurate and detailed CAD plans.	MANHOURS				40		40	80
7. Prepare Developed Design drawings (50% CDs).	MANHOURS	6	16		40		48	110
8. Issue Developed Design drawings to Airport for review and approval.	MANHOURS		12					12
	MANHOURS							
	MANHOURS							
B.II CONSTRUCTION DOCUMENTS	**_MANHOURS**	**36**	**112**	**28**	**68**		**74**	**318**
	_AMOUNT	**$8,100**	**$19,600**	**$4,480**	**$9,520**		**$5,550**	**$47,250**
1. Attend project meetings to further discuss details and scope of the project and propose FA system options, quantity of two.	MANHOURS		16					16
2. Attend periodic project meetings by teleconference, quantity of four.	MANHOURS		24					24
3. Prepare meeting notes documenting decisions, task assignments, delivery dates, and responsibility.	MANHOURS		16					16
4. Prepare Construction Document drawings (100% CDs).	MANHOURS	24	24	24	60		60	192
5. Perform an "in-house" quality control review in accordance with DFWCGI's QA program – prior to CD Issue.	MANHOURS	12	12	4	8		8	44
6. Attend one project meeting in Lubbock to discuss final details of the project.	MANHOURS		16					16
7. Delivery of documentation in electronic means for every issue/review.	MANHOURS		4				6	10
	MANHOURS							
	MANHOURS							
	MANHOURS							
B.III CONSTRUCTION ADMINISTRATION	**_MANHOURS**		**528**				**40**	**568**
	_AMOUNT		**$92,400**				**$3,000**	**$95,400**
1. Attend weekly construction meetings by teleconference	MANHOURS		104					104
2. Coordinate the details of the construction.	MANHOURS		60					60
3. Monitor the quality and progress of construction, based on fifteen on-site visits.	MANHOURS		120					120
4. Assist in resolving variances in design and field conditions.	MANHOURS		40				40	80
5. Review contractor's meeting notes documenting decisions, task assignments, delivery dates, and responsibility.	MANHOURS		40					40
6. Respond to RFIs during construction.	MANHOURS		60					60
7. Prepare field reports on the progress and quality of the work	MANHOURS		32					32
8. Perform final walk-through and issue punchlist of items requiring completion or correction.	MANHOURS		12					12
9. Perform a post-final walk to verify completion of the final punch list.	MANHOURS		12					12
10. Approve contractor Pay Applications.	MANHOURS		48					48

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92191
Capital Project Name:	Airport Facility Improvements

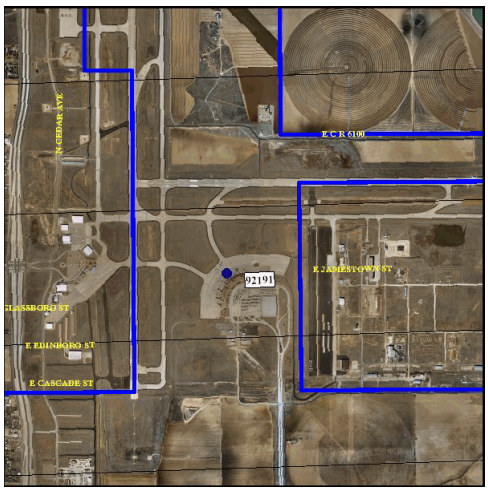
	Budget
Encumbered/Expended	
Talon LPE	$ 140,524
BGR Architects	26,250
Talon LPE	73,301
RFP Printing Charges	329
John B. Walker Roofing	372,000
Office Wise Furniture & Supply	494,553
Parkhill Smith & Cooper #8	16,750
Starlite Sign, LP	35,500
Agenda Item February 27, 2014	
DFW Consulting Group	240,120
Encumbered/Expended To Date	1,399,327
Estimated Costs for Remaining Appropriation	
Renovations/Construction	1,200,673
Remaining Appropriation	1,200,673
Total Appropriation	$ 2,600,000

Managing Department **Airport Maintenance**

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Improvements to the Airport terminal building and other airport facilities, including: roof and structural repairs to airport owned buildings, repairs to the terminal building to eliminate leaks, window improvements, carpet replacement, seat replacement, airport directional signage rehabilitation or replacement, parking garage lighting repair or replacement, painting, encapsulating or removing asbestos, terminal building fire panel, resealing or reconstructing airport roads, improvements to overflow parking area, and any other needed airport facility improvements.

Project Justification

The airport terminal, and many of the facilities and roads, are in need of repair.

Project History

$275,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$475,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$475,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$400,000 was appropriated in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-O0119, October 25, 2012.
$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,625,000	0	475,000	475,000	475,000	475,000	475,000	4,000,000
Design and Engineering	400,000	0	0	0	0	0	0	400,000
Furnishings	0	325,000	0	0	0	0	0	325,000
Other Activities	0	150,000	0	0	0	0	0	150,000
Signage, Lighting and Signals	100,000	0	0	0	0	0	0	100,000
Total Project Appropriation	2,125,000	475,000	475,000	475,000	475,000	475,000	475,000	4,975,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
Airport Fund Pay-As-You-Go	400,000	0	0	0	0	0	0	400,000
FY 2010 Airport Pay-As-You-Go	275,000	0	0	0	0	0	0	275,000
FY 2011 Airport Pay-As-You-Go	500,000	0	0	0	0	0	0	500,000
FY 2012 Airport Pay-As-You-Go	475,000	0	0	0	0	0	0	475,000
FY 2013 Airport Pay-As-You-Go	475,000	0	0	0	0	0	0	475,000
FY 2014 Airport Pay-As-You-Go	0	475,000	0	0	0	0	0	475,000
FY 2015 Airport Pay-As-You-Go	0	0	475,000	0	0	0	0	475,000
FY 2016 Airport Pay-As-You-Go	0	0	0	475,000	0	0	0	475,000
FY 2017 Airport Pay-As-You-Go	0	0	0	0	475,000	0	0	475,000
FY 2018 Airport Pay-As-You-Go	0	0	0	0	0	475,000	0	475,000
FY 2019 Airport Pay-As-You-Go	0	0	0	0	0	0	475,000	475,000
Total Funding Sources	2,125,000	475,000	475,000	475,000	475,000	475,000	475,000	4,975,000

Regular City Council Meeting **5. 28.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11528 with Honeywell International Inc. to provide heating, ventilation and air condition (HVAC) maintenance services for Civic Center, Coliseum and Auditorium, RFP 13-11528-DG.

Item Summary

This contract will provide for preventative maintenance, repair or replacement of equipment, including parts and labor and 24-hour on call emergency. The Civic Center physical plant received new equipment including chillers, boilers and cooling towers in 2010. The contract recipient will provide full coverage for all equipment in the physical plant and coordinate all maintenance and/or repairs of the chillers with Johnson Controls for the duration of the warranty period.

Proposals were received from the following companies and are ranked as follows:

Honeywell International, Inc. of Lubbock, TX	247
Johnson Controls, Inc. of Lubbock, TX	204
TDIndusties, Inc. of Lubbock, TX	199

An evaluation committee reviewed the proposals based on the following criteria: Experience in servicing similar projects 25%, Demonstrated knowledge and understanding of the project 25%, Substantial representations regarding the firm's qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Proposer and assigned personnel 20%, Record of performance based on previous work with the City and/or other client references 20% and Cost 10%.

The committee recommends the contract be awarded to Honeywell International of Lubbock, Texas for an annual cost of $50,159 for preventative maintenance of the physical plant and a guaranteed hourly rate of $85 for all other scheduled services. The contract will be for one year with two additional one year terms.

Fiscal Impact

Funds are budgeted for FY 2013-14 in the department's budget to cover the cost of providing maintenance to the HVAC equipment.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Honeywell

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. 11528 for HVAC Maintenance Services for Civic Center, Coliseum and Auditorium, by and between the City of Lubbock and Honeywell International, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

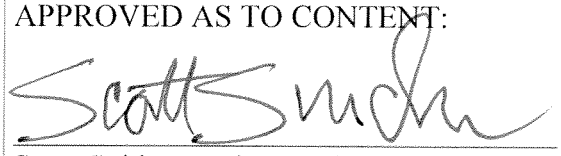
Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

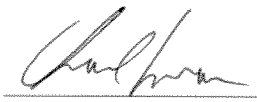
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Honeywell
February 3, 2014

CONTRACT 11528

City of Lubbock, TX
HVAC Maintenance Services for Civic Center, Coliseum and Auditorium
RFP 13-11528-DG

This Service Agreement (this "Agreement") is entered into as of the **27th day of February 2014,** ("Effective Date") by and between **Honeywell International, Inc. (**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 13-11528-DG, HVAC Maintenance Services for Civic Center, Coliseum and Auditorium

WHEREAS, the proposal submitted by the Contractor pursuant to the pricing, terms and conditions of RFP 13-11528-DG has been selected as the proposal which best meets the needs of the City for this service.

WHEREAS, Contractor desires to perform as an independent contractor to provide HVAC Maintenance Services for Civic Center, Coliseum and Auditorium , upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A - BAFO Price Sheet Proposal
3. Exhibit B -General Requirements
4. Exhibit C - Technical Specification
5. Exhibit D - Special Conditions
6. Exhibit E - Summary of Equipment and Service Schedule
7. Exhibit F - Insurance Requirements

Scope of Work

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

The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit B. The City agrees to pay the amounts stated in Exhibit A, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

1.3 Clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

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

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

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

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

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

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

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

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the

claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR:

Contractor's Signature

Scott A. ALLRED

Printed Name

Field Service Leader

Title

Exhibit A

December 16, 2013

City of Lubbock, TX
Purchasing & Contract Management
RFP 13-11528-DG
HVAC Maintenance for Civic Center, Coliseum and Auditorium

PROPOSAL PRICE SHEET BAFO

Proposer's Name: HONEYWELL INTERNATIONAL INC

1. Price for Contract per year

HVAC maintenance services Civic Center Physical Plant $ Year 1 - $50,159.00 Year 2 - $57,274.00 Year 3 - $70,209.00

HVAC maintenance services for the Civic Center proper and Coliseum/Auditorium will be calculated using an hourly rate. **The hourly rate will include the cost of all overtime, travel costs, parts, environmental charges, disposal fees and any other charges normally applied to contractor services.**

Employee Hourly Rate Non Emergency $ 85.00

Supervisor Hourly Rate, Non Emergency $ NA

Employee Hourly Rate Emergency $ 127.50

Supervisor Hourly Rate, Emergency $ NA

Mark-up on parts, with guaranteed not to exceed maximum cost. % 50

Company Name HONEYWELL INTERNATIONAL INC

Prepared by: Norma Valdez

Title: Business Consultant

Date: December 17, 2013

II. GENERAL REQUIREMENTS

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide HVAC Maintenance for Civic Center, Coliseum and Auditorium.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION :Provide full servicing to Heating and Air Conditioning Systems located at the Lubbock Civic Center Physical Plant. Provide as requested servicing for the HVAC systems located at the Civic Center, Auditorium and Coliseum.

3 PURPOSE OF THE PROJECT: To secure a contract with a contractor/vendor to service the Heating and Air Conditioning Systems located at the Lubbock Civic Center, Auditorium and Coliseum.

4 SCOPE OF WORK: Preventive maintenance service to be provided by the Contractor on all maintainable equipment and associated devices related to the Building Environmental Mechanical Systems described in the specifications. Repair or replacement of all equipment described in this specification. **The three chillers in the Civic Center physical plant are under full warranty until December 1, 2015. The warranty is serviced by Johnson Controls. The warranty covers entire unit parts, labor, variable speed drive, and refrigerant.**

5 EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

a) Experience in servicing similar projects. (25%)

b) Demonstrated knowledge and understanding of the project. (25%)

c) Substantial representations regarding the firm's qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Proposer and assigned personnel. (20%)

e) Record of performance based on previous work with the City and/or other client references. (20%)

f) Cost (10%)

6 PROPOSAL FORMAT

a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

iv) A brochure of past work, with emphasis on comparable projects.

v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

viii) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes

and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

ix) Describe the Offeror's methodology for handling errors and omissions.

x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.

xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

Exhibit C

City of Lubbock, Texas
Technical specifications
RFP13-11528-DG

I. Scope:

A. Maintenance services include:
(1) preventive maintenance service to be provided by the Contractor on all maintainable equipment and associated devices related to the Building Environmental Mechanical Systems described in the specifications
(2) repair or replacement of all equipment described in this specification.

B. The Contractor shall furnish all supplies, components, replacement parts, materials, test equipment, tools, personnel and services in conformance with the terms and conditions as outlined below.

C. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

D. Excluded equipment has been itemized, and includes items that are currently non-maintainable.

E. The three chillers in the Civic Center physical plant are under full warranty until December 1, 2015. The warranty is serviced by Johnson Controls. The warranty covers entire unit parts, labor, variable speed drive, and refrigerant.

II. Equipment Included:

1. The maintenance service contract shall cover the following items at the Civic Center Physical Plant:

Pumps
Boilers
Water chillers– note warranty mentioned above.
Air handling units
Heat exchangers
Exhaust fans
Air compressors and dryers
Fan coil units
Unit heaters

Cooling towers
Temperature control devices.

A complete inventory of equipment is attached, along with design drawings. The drawings have been annotated, in large print, with equipment labels that correspond with the inventory. The exact model number, capacity or size of installed equipment may differ from the attached inventory. Contractor shall confirm by on-site survey that the equipment has been adequately identified.

2. Also included:

Replacement or repair of all heating and cooling coils, to include damage by freezing
Water strainers
Automatic control valves
Automatic air vents
Oil and lubricants
Oil and refrigerant filters
Outside air dampers and damper motors
Pressure sensors
Control linkages
Computers and time clocks
Steam and chilled water flow meters
Float valves
Gauges
Magnetic starters
Fan motor drives
Bearings
Belts
Motor starters and associated electrical wiring
Refrigerant to replace that lost in operation or service– note chiller warranty.

III. Equipment Excluded:

1. Non-moving equipment, such as foundation structural supports, domestic water lines, drains, plumbing lines, and gas lines up to boiler control valve, air handling ductwork; boiler shells, unit cabinets, boiler trim and refractory materials.

IV. Service Included

1. Preventive Maintenance, as described in the attached "Summary of Equipment and Service Schedule."

2. Repair or replacement of all included equipment, to include parts and labor.

3. Emergency service

   a. Contractor shall be on-call on a 24-hour basis and provide a telephone answering service.

   b. Contractor shall include all labor, overtime, travel costs, parts, environmental charges, disposal fees, and supplies in the cost of the emergency service call.

   c. Contractor shall be capable of responding to an emergency situation within three hours to be on site.

Exhibit D

City of Lubbock, Texas
Special Conditions
RFP 13-11528-DG

I. GENERAL INSTRUCTIONS TO OFFERORS

The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

A. Each proposer will be required to submit a proposal amount for maintenance services, for a period of one (1) year, as specified, for all buildings. For internal record purpose only, each Contractor shall submit a breakdown of his proposal as follows:

1. Maintenance Services for Civic Center Physical Plant
2. Hourly Rate for repairs as needed to Civic Center Proper and Coliseum/Auditorium

B. Proposals shall cover all specified maintenance services on systems located in all building facilities listed in the proposal specifications. Please refer to those specifications for further information and scope of desired services.

C. Proposers are required to inspect each system and its respective components.

D. All proposals must provide for maintenance services of building environmental mechanical systems as specified herein. Through the Service Contractor's system of preventative maintenance, the Contractor must detect faulty or inoperative conditions and correct same. The City Representative will advise Contractor of any known malfunctions or operational problems. The Contractor shall respond in his monthly report to all malfunctions and operational problems.

E. The Contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties of performing any services, repairs, or replacements of any equipment or components required within this set of specifications due to the failure of the Contractor or his personnel to thoroughly investigate all conditions of all equipment and locations as outlined in this specification.

F. All planned preventive maintenance service work under these specifications is to be performed during normal working hours, or as approved by the City of Lubbock. Contractor must check-in with designated building personnel prior to beginning any

work and check-out upon completion. Designated building personnel will inspect all parts to be repaired or replaced prior to Contractor completing the project.

G. It is agreed that the City of Lubbock will provide reasonable means of access to all devices, which are to be serviced. The Contractor shall be free to start and stop all primary equipment incidental to the operation of the Mechanical Systems when arranged with the representatives of the City of Lubbock. Contractor personnel shall comply with all regulations concerning City of Lubbock Security measures.

H. The Contractor shall attend an every other monthly progress meeting, scheduled by the Owner.

I. As part of this proposal, the Offerors shall submit for evaluation a comprehensive and detailed technical, financial and business prospectus, descriptively outlining his ability to adequately and satisfactorily perform the services as requested in this specification.

J. It is the intention of this specification to establish and define those services that are to be performed and, in addition, to determine the capability and experience of the Offerors desiring to provide such services to the City of Lubbock facilities.

K. Requirements for Offerors:

1. All Offerors shall visit the job site and become thoroughly familiar with the facilities and equipment prior to submitting a proposal. No proposal shall be accepted from any **Offeror unless it has been verified that there has been a visit and inspection of all equipment at each location by qualified persons prior to submittal.**

2. At the time of award the Contractor and service personnel shall be fully licensed by the State of Texas to do business at the job site and to provide a complete service.

3. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the Contractor. Subcontracting portions of the System or services requested in these specifications shall be allowed with prior consent of the City Purchasing Manager and Civic Center representative. All proposed subcontractors shall be listed in the proposal submittal.

4. Personnel must be employed by the successful Contractor during the life of this contract. If at any time required personnel are not available for service work, the Contractor will be required to pay all cost accrued to effect proper maintenance on systems covered by this contract. A minimum of two (2) of these personnel shall be properly certified, thoroughly trained, and qualified to repair, service and calibrate the automation systems used to control the heating and cooling in these buildings.

L. Specifically, piping and insulation have been excluded from this maintenance contract. When control valves or equipment must be removed and replaced or repaired, the attached piping and insulation that is affected by this work shall be repaired, at additional cost to the Owner, with approved repair quotation, as specified herein.

M. The Contractor shall submit, along with his invoice for scheduled completed work, a Monthly Service Report to the Owner. Upon receipt of the Contractor's invoice and Monthly Service Report, the City of Lubbock shall make a monthly lump sum payment to the Contractor.

N. The Contractor shall submit, along with his invoice for scheduled completed work, a Monthly Service Report to the Owner. Upon receipt of the Contractor's invoice and Monthly Service Report, the City of Lubbock shall make a monthly lump sum payment to the Contractor.

II. QUALIFICATIONS OF OFFERORS

A. The Owner may make such investigations as deemed necessary to determine the ability of the Contractor to perform the work each Offeror shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if evidence submitted by or investigation of such Offeror fails to satisfy the Owner such proposalder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

B. Although cost will be factor in the awarding of the Maintenance Services Contract, it is absolutely essential that each Offeror is financially and operationally capable of providing the requested services and possesses the necessary qualifications and experience to satisfy the contractual obligations of the agreement. Offerors are required to provide all of the data that would assist the City of Lubbock in evaluating a proposers overall ability to perform the requested services. The City's determination in this regard will be a key factor in the awarding of the contract.

C. The following requirements shall be considered as the minimum standard for an Offeror to be considered as qualified to provide services under this contract, and shall be prerequisite to any award.

1. A minimum period of 10 years experience in the performance of HVAC maintenance as specified.

2. **The Contractor shall maintain a field office and/or warehouse that is within three hours travel time of the City of Lubbock facilities.**

3. The Contract shall employ a minimum of three full-time competent technicians who reside within three-hour travel time of the job site. The Contractor must also employ a professional staff educated in mechanical and electrical fields,

refrigeration, boilers, pneumatic and electric control systems who have a minimum of five years experience in the above specialties.

D. The Contractor shall demonstrate they own the proper tools and test equipment to maintain all the systems under contract. The Contractor must own the following tools and test equipment and be able to document their use on a reasonable number of contracts of comparable size in a similar climatic area: Combustion efficiency test equipment, water conductivity tester, vibration detector, water treatment chemical drop test kit, micrometer, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, refrigerant pump down and refrigerant recovery equipment, voltmeter, amp meter, and amp probe. Documentation must be attached to the Proposal submitted.

E. In addition, the Offeror shall have access to central parts supply warehouses whose inventories include all replacement parts for any components in the system under contract to ensure fast availability in emergency situations. This includes all temperature sensors, controllers, dampers, valves, actuators, relays, air compressors, and boiler controls.

F. Notwithstanding anything to the contrary herein, in no event shall either party be liable for any special, incidental, indirect, speculative, remote or consequential damages, whether arising out of or as a result of breach of contract, warranty, tort (includiing negligence), strict liability, or otherwise, arising from, relating to, or connected with the services, equipment, materails, or any goods provided hereunder.In the event the contractor encounters, discovers, becomes aware or reasonably believes hazardous substances or mold or a condition which may cause hazardous substances or mold exists at the site, which has not been rendered harmless, the contractor shall immediately stop work in the area affected and report the condition to the city. The work in the affected areas shall not thereafter be resumed until the area affected shall have been rendered harmless. The right to suspend or terminate performance under this section is solely for the benefit of the contractor and nothing in this agreement shall be construed to require contractor to discover, report, or mediate hazardous substances, mold or adverse conditions. Notwithstanding anything to the contrary herein, contractor will not be responsible or held liable for any damages caused by mold, fungus or any other biological material or agent, conditions caused by mold, or conditions that might cause or promote the accumulation, concentration, growth or dispersion of mold.Contractor will replace or repair any product contractor provides under this agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from city's negligence, or from fire, lightning, water damage, or any other cause beyond the control of contractor. This warranty applies to all products contractor provides under this agreement, whether or not manufactured by contractor. The warranty is effective as of the date of city's acceptance of the product or the date owner begins beneficial use of the product, whichever occurs first. The warranties set forth herein are exclusive, and contractor expressly disclaims and city expressly waives all other warranties, whether written

or oral, implied or statutory, including but not limited to, any warranty of workmanship, construction, merchantability or fitness for a particular purpose, with respect to the services, equipment, and materials provided hereunder. Contractor shall not be liable for any property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, incidental, indirect, speculative, remote, consequential, punitive, or exemplary damages, arising from, or relating to, this limited warranty or its breach.

DAILY

None

MONTHLY

CHILLERS

Check coolant level on motor starter

FAN COIL UNIT

Align sheaves and check level of shafts

CARBON DIOXIDE SENSOR

Check alarm setting
Check power supply and output
Check calibration of sensor

BIMONTHLY

None

QUARTERLY

CHILLERS

Check evaporator, condenser pressure, oil sump temperature, net oil pressure
Check oil level in compressor oil sump
Verify jet pump operation in supplemental refrigerant filtration system
Off season - operate chillers for 30 minutes

HEAT EXCHANGER

Observe water temperature and steam pressure under normal operating conditions
Check the pressure relief valve

COOLING TOWERS - 3

Inspect fan for noise and vibration
Cooling tower sump check drain pipe for obstructions
Clean hot water distribution pan at top of tower
Sumps - check float operation and make-up valve
Controls - check operation of controller and calibrate
Controls - Check calibration of water sensor and low limit switch
Controls - Check fan motor for complete movement
Controls - check for proper air pressure through operating range
Clean and flush water distribution system
Inspect sump for dirt build up; clean if condensation water flow is clogged
Inspect framework metal parts
Lubricate motor
Lubricate gear drive

ROOM THERMOSTAT (PNEUMATIC)/OUTSIDE AIR THERMOSTAT

Check calibration of each thermostat
Check throttling range for proper setting

TEMPERATURE SENSORS (DIGITAL CONTROLS)

Check for calibration of each sensor; adjust if necessary
Check throttling range for proper setting

TEMPERATURE CONTROLLER (COMPUTER CONTROLS)

Check operation: calibrate if necessary

PUMPS - 6

Check the mechanical seals for leaks - replace as needed
Blow down strainers
Lubricate pump and motor bearings

PRV STATIONS - 2

Check pressure reducing valve; repair or replace as required
Check pressure relief valve; repair or replace as required
Check pressure switch; repair or replace as required
Drain filter bowl and replace filter

FAN COIL UNIT

Check that fan bearing grease lines are tight to the bearings so not grease leaks at the connection - lubricate fan bearings.
Inspect coils for dirt build-up. Clean if air flow is clogged.
Check bearing locking setscrews and other setscrews for proper tightness. All bearing races must be tight.
Coil control - check valves for complete open/shut movement
Coil control - check for proper air pressure operating range

FAN COIL UNIT CONTROLS

Coil control - check for corrosion around valve; lubricate stem

EXHAUST FAN

Clean pulley, check tightness to shaft, and pulley alignment
Clean fan blades
Check motor continuity
Check and tighten motor terminals
Megger motor
Check motor voltage and current at zero and normal load and compare nameplate data
Clean motor
Check motor starter for proper operation and check tightness of all terminals and leads

BIANNUALLY

CHILLERS

Compressor motor - megger motor
Compressor motor - check nameplate and rating
Starter - check overload setting trip points amps
Starter - tighten all terminals
Starter - check condition of contacts
Oil - change filter and oil
Control circuits - low temperature control calibration set point, trip-point
Control circuits - high pressure control calibration set point, trip-point
Control circuits - oil pressure control calibration - cut-out, cut-in
Condenser - visually inspect for dirt or lime in tubes
Condenser - leak test chiller
Condenser - refrigerant and oil analysis for acid content
Condenser - refrigerant filter

HEAT EXCHANGER

Check all controls

ROOM THERMOSTAT (PNEUMATIC)/OUTSIDE AIR THERMOSTAT

Check nozzles and restrictor

FAN COIL UNIT

Coil control - check calibration of coil sensor and outdoor air sensor
Coil control - check operation of controllers and calibrate

Coil control - check valve packing; replace and lubricate as required Exhibit E
Coil control - check plug and seat for shutoff

FAN COIL UNIT CONTROL

Control/mixing valves - check for signs of leakage around stem, bonnet or at the connections
Control/mixing valves - check for proper close-off action
Control/mixing valves - check for proper air pressure to the valve
Control/mixing valves - determine if stem is operating through full travel
Pneumatic operators - check at tubing and bracket connection
Pneumatic operators - check for proper operation; calibrate if necessary
Pneumatic operators - remove rust and dirt
Pneumatic controller - check for proper calibration
Pneumatic controller - check proportional band for proper setting
Pneumatic controller - clean nozzle flapper area as required
Pneumatic controller - check for dirty filters and screens
Dampers - lubricate and check travel and close-off of operator; repair as required
Dampers - check, adjust and lubricate linkages
Dampers - check outside air sensor and mixed air sensor for accuracy
Dampers - check controller for proper adjustment of return and fresh air
Dampers - check room thermostat for proper calibration
Dampers - check operation of dampers system
Economizer - lubricate and check travel and close-off of operator; repair as required
Economizer – check, adjust and lubricate linkages
Economizer - check for air leakage
Economizer - check outside air sensor and mixed air sensor for accuracy
Economizer - check controller for proper adjustment of return and fresh air
Economizer - check room thermostats for proper calibration
Temperature sensors - check for faulty sensor line

ANNUALLY

CHILLERS

Compressor motor - check continuity
Compressor motor - check and tighten terminals
Supplemental refrigerant filtration system - replace filter

HEAT EXCHANGER

Check steam trap and condensate drain
Inspect the converter tubes
Break down and clean the flat plate heat water-to-water heat exchanger

COOLING TOWERS - 3

Inspect and flush fill
Inspect and clean drift eliminators
Inspect and clean louvers
Check fan pitch angle
Check motor continuity
Check and tighten motor terminals.
Sumps - check motor continuity
Sumps - check and tighten motor terminals
Sumps - megger motor
Sumps - Check motor voltage and current at zero and normal load and compare to nameplate data
Sumps - check motor bearing temperature or case temperature

Sumps - clean motor Exhibit E
Sumps - check motor starter for proper operation and check tightness of all terminals and leads

TEMPERATURE SENSORS (DIGITAL CONTROLS)

Beginning of cooling season - check nozzle and restrictor

PUMPS - 6

Remove strainer media and clean
Check motor continuity
Check & tighten motor terminals
Megger motor
Check motor voltage and current at zero and normal load and compare nameplate data
Check motor bearing temperature or case temperature
Clean motor
Check motor starter for proper operation and check tightness of all terminals and leads
Check operation of check valves

FAN COIL UNIT

Lubricate fan motors
Inspect electrical wiring for condition. Tighten all connections.
Inspect the unit casing and accessories for chipping or corrosion. If damage is found, clean and repaint with a good grade of rust resistant zinc chromate paint.
Clean fan wheels and fan shaft. Remove rust from fan shaft with an emery cloth and recoat the shaft with L.P.S. 3 or an equivalent.
Inspect the drain pan for sludge or other foreign material. Clear the drain openings and drain line to ensure adequate flow.
Check motor continuity
Check and tighten motor terminals.
Megger motor
Check motor voltage and current at zero and normal load and compare nameplate data
Clean motor
Check motor bearing temperature or case temperature
Check motor starter for proper operation and check tightness of all terminals and leads
Check drain pans and remove any trash and check drain pipes for obstructions

FLOW COMPUTER

Check battery backup

COIL CONTROL

Check calibration of coil sensor and outdoor air sensor

The three chillers in the Civic Center physical plant are under full warranty until December 1, 2015. The warranty is serviced by Johnson Controls. The warranty covers entire unit parts, labor, variable speed drive, and refrigerant.

City of Lubbock, TX
Civic Center Physical Plant Inventory

Asset#	Description	Serial #	Model #	Part #
26973	236 Ton Packaged Water Chiller	SMWM-770360	YKCPCRQ4-CHG	
26974	582 Ton Packaged Water Chiller	SMWM-773560	YKGQEWP8-CSG	
26975	582 Ton Packaged Water Chiller	SMWM-773720	YKGQEWP8-CSG	
26976	Concrete-West Portion of Structure	n/a	n/a	
26977	Piping	n/a	n/a	
	Cooling Towers	4110466403-1	3604C-2/V	
26978		4110466403-2	3604C-2/V	
		U11046640/01	240C/V	
	Primera Hot Water Supply Boilers	511501752	2000B-03	
		411501738	2000B-03	
		411501743	2000B-03	
		411501737	2000B-03	
		511501754	2000B-03	
		911501811	2000B-03	
		411501739	2000B-03	
26979		511501757	2000B-03	
		511501758	2000B-03	
		511501755	2000B-03	
		511501756	2000B-03	
		511501753	2000B-03	
		411501742	2000B-03	
		411501741	2000B-03	
		511501751	2000B-03	
		411501740	2000B-03	
	Pump - HWP	C1009070798	EM2551T 44E196W013G1	
		C10028310693	EM2551T 44E196W013G1	
26980	Pump - CHWP	A1101122050	P44G1770 EM2558T-4	
		A1102082066	P44G1770 EM2558T-4	
	Pump - CWP	C0910130075	EM2557T-4 18F033X125	
		C0910130085	EM2557T-4 18F033X125	
	Variable Frequency Drive	JSM-003	VSD503 KFT-46	371-03789-704
26981		KSM-011	VSD503 KFT-46	371-03789-704
		JSM-065	VSD503 KFT-46	371-02767-706
26982	Automation Controls	n/a	n/a	

HVAC Maintenance for Civic Center, Coliseum and Auditorium
CITY OF LUBBOCK, TEXAS

RFP 13-11528-DG

III. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
OR	
Employers Liability	$1,000,000

2. **Commercial General (public) Liability** insurance including coverage for the following:

a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.

3. **Comprehensive Automobile Liability** insurance, including Coverage for loading and unloading hazards, for: Combined single limit for bodily injury and property of $1,000,000 per occurrence or its equivalent.

a. Owned/leased vehicles
b. Non-owned vehicles
c. Hired vehicles

The City of Lubbock shall be named as additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

REQUIRED PROVISIONS

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

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

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

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

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

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

f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

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

Regular City Council Meeting **5. 29.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 11755 with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

Item Summary

LSSS is receiving funding to operate the Utility Assistance and Household Crisis Components. The funds are from the Comprehensive Energy Assistance Program (CEAP) which is administered by the Texas Department of Housing and Community Affairs (TDHCA). Funds are used to provide utility assistance to qualified low-income persons and families.

The Community Services Block Grant (CSBG) funding is used for the operations of the program. TDHCA has released approximately 31% of the total CSBG allocation, so the city is releasing $7,750 of the $25,000 allocated for this program. The subrecipient will be notified as more funding becomes available. The CEAP amount is for $783,186. The total allocation for this program is $783,186.

The period of performance is January 1, 2014, through December 31, 2014. The Community Development and Services Board (CDSB) approved funding for this project at their regularly scheduled meeting on November 13, 2013.

Fiscal Impact

The maximum amount to be allocated from the Comprehensive Energy Assistance Program and the Community Services Block Grant for this program is $808,186.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Contract - LSS

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 Community Development Funding Contract, by and between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program (CEAP) Household Crisis and Utility Assistance Components, and all 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs-CEAP res-Lutheran Social Srvs of the South.14
1.27.14

COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICES OF THE SOUTH

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract entered into this 27th day of February 2014, by and between the CITY OF LUBBOCK (herein called "City") and Lutheran Social Services of the South a non-profit Center (herein called "Contractor").

I. WHEREAS, the City is obligated to do and perform certain services in its administration of the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG); and

WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in the County of Lubbock; and

WHEREAS, the services provided by the Contractor benefit citizens of the County of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Lutheran Social Services to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Contractor and the services it provides have been found to meet the criteria for funding under the RFP; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council had found that the Contractor has the special expertise, knowledge and experience necessary for the performance of the contract and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Contractor to make available operating assistance for the Utility Assistance and Household Crisis Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

II. SCOPE OF SERVICE

A. General Overview of Program:

1. Contractor will use the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) funds awarded to administer the Utility Assistance and Household Crisis Components in the following manner:

CEAP Utility Assistance	$563,516
CEAP Household Crisis Utility Assistance	125,000
CEAP Program Administration	41,310
CEAP Program Services Cost	53,360
CSBG CEAP Operations	25,000
	$808,186

B. City Responsibilities:

1. City agrees to provide Contractor assistance from the CEAP and CSBG in an amount not to exceed $808,186 in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate funds to meet City's liabilities under this contract. If adequate funds are not available to make payment under this contract, City shall notify Contractor in writing within a reasonable time after such fact is determined. City shall terminate this Contract and will not be liable for failure to make payments to Contractor under this Contract.

   The funds shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. CSBG funds shall be disbursed in the amount and at the time funds are disbursed to the City by the State of Texas. The State of Texas has currently released approximately thirty-one percent (31%) of the CSBG funds to the City. Therefore, the City shall currently disburse $7,750 in CSBG funds to the Contractor, and will notify the Contractor as other funds are released.

3. City shall not be liable to Contractor for any costs incurred by Contractor, or any portions thereof, which have been paid to Contractor or which are subject to payment to Contractor, or which have been reimbursed to Contractor or which are subject to reimbursement to Contractor by any source other than City or Contractor.

4. City shall not be liable for any costs incurred by Contractor which are not allowable costs as set forth in the contract.

5. City shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this Contract.

6. City shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which have not been billed to City by Contractor within sixty (60) days following termination of this Contract.

7. City shall not be liable for costs incurred or performances rendered by Contractor before commencement of this Contract or after termination of this Contract.

8. City's financial assistance will be limited to the following:

   a. The assistance made available through this Contract shall be used by the Contractor solely for the purpose of the Utility Assistance and Household Crisis Programs and

   b. The assistance shall provide funding for expenses incurred within the operation and scope of the programs.

   c. The services provided by the Contractor shall benefit lower-income families that reside in the County of Lubbock and whose gross household income does not exceed 125% of the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services.

C. Contractor's Responsibilities

1. Contractor agrees to use funds made available through this Contract solely for the purpose of the Utility Assistance and Household Crisis Programs at Neighborhood House, 1212 13th Street.

2. Contractor agrees to comply with applicable uniform administrative requirements, as described in the Lutheran Social Services Policy Manual and generally accepted administrative requirements for the Texas State Government located at 1TAC5.141 et seq. And the federal administrative requirements located at 45CFR Part 96.

3. Contractor agrees to carry out the activities under this Contract in compliance with all State and Local laws and regulations.

4. Contractor agrees NOT to include documentation from a medical professional such as a doctor's letter, but only include other forms of documentation of disability such as Social Security or a Supplemental Security Income statement, and will keep in client's file to validate eligibility.

III. **TIME OF PERFORMANCE**

This Contract shall commence January 1, 2014 and shall terminate December 31, 2014. The term of this Contract and the provisions herein may be extended on a year to year basis during the five year roll-over cycle ending December 2014, provided funds are received from TDHCA and providing the Contractor meets its contractual obligations during the current funding year, subject to board approval and Mayor's signature.

BUDGET

	CEAP/CSBG Funds	Matching Funds	Total Project Funds
Administration:			
Personnel	41,310		
Program:			
Utility Assistance	563,516		
Household Crisis	125,000		
Program Services Cost	53,360		
CSBG CEAP PSC	25,000		
TOTAL	$ 808,186		

IV. **PAYMENT**

City will pay up to $808,186 to Contractor based upon the receipt of request for funds and project expense summary for the above-described project. Contractor shall submit to City invoices for items purchased. City shall determine the reasonableness of each purchase and shall not make disbursement of any such payment until City has reviewed and approved each purchase. If need is shown to exist, City staff can release up to 10% of the funds to be used as start-up funding. Contractor will then bill City monthly for expenses occurred during the month. By December 31, 2014, Contractor will have provided City with proper documentation to show how all funds were expended, including the start-up costs.

V. **NOTICES**

Communication and details concerning this Contract shall be directed to the following Contract representatives:

Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Joy Loper
Lutheran Social Services
1212 13th Street
Lubbock, TX 79401

VI. SPECIAL CONDITIONS

A. Specific Requirements to Meet Conditions Outlined in RFP

1. Contractor will maintain adequate case management files on each client assisted; whether the case management is funded through this grant or not, and whether the case management is provided by the Contractor or not.

2. Contractor will keep adequate documentation of the design of the program, the implementation of the program, and evaluation of program design.

3. Contractor will keep documentation of their efforts to leverage CEAP funds with other programs to enhance the services provided to clients.

4. Contractor will keep documentation of their efforts to cooperate and collaborate with other service providers.

VII. GENERAL CONDITIONS

A. 1. General Compliance

Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract which were made available under City's Comprehensive Energy Assistance Program and Community Services Block Grant.

Contractor shall administer the Comprehensive Energy Assistance Program (the "CEAP Program") to eligible clients in accordance with Texas Department of Housing and Community Affairs ("TDHCA") CEAP regulations and as out lined in Texas Administrative Code (TAC 10) regulations and the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), and the LIHEAP State Plan; and sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Agency of labor regulations (29 CFR, Part 5).

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

3. Right to Exercise

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.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Contractor is an independent Contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties and/or the negligence or fault of City, its respective officers, employees, elected officials and /or agents. Grantee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or the City's respective officers, employees, elected officials and/or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials and/or agents, as applicable, resulting from such suits, claims and/or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims and/or administrative proceedings, in addition, Grantee shall pay to the City, applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or voidance, for any reason, of all or part of this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Worker's Compensation

Contractor shall provide Worker's Compensation insurance coverage or other approved coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

Throughout the term of this Contract, the Contractor will maintain liability insurance in the following minimum amounts:

Type of Insurance	Minimum Liability
Commercial General Liability	$1,000,000 Limit
Property Damage Liability	$100,000 Each Occurrence

F. City Recognition

Contractor shall insure recognition of the role of City's COMPREHENSIVE ENERGY ASSISTANCE PROGRAM in providing funding through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

City or Contractor may amend this Contract at any time, provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by City Council if required by law. Such amendments shall not invalidate this Contract, nor relieve nor release City or Contractor from its obligations under this Contract.

City may, in its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both City and Contractor.

I. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination

of the Scope of Service in Paragraph "II.B" above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Contractor under this Contract shall at the option of City, become the property of City, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Contractor is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Contractor is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

J. Prevention of Waste, Fraud, and Abuse

Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Contractor, its employees, recipients, vendors, and administrating agencies. Contractor's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by City.

Contractor shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. Contractor shall immediately notify City of any discovery of waste, fraud or abuse. Contractor shall fully cooperate with City's efforts to detect, investigate, and prevent waste, fraud and abuse in the funded program.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

K. Legal Remedies

In instances where the Contractors violate or breach this Contract, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities

temporarily pending either corrective action by the Contractor or a decision by the City to terminate this contract.

L. Legal Authority

Contractor represents that it possesses the practical ability and legal authority to enter in to this contract, receive and manage funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor herby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Contractor shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21, "Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Record Keeping Requirements

Contractor shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C – Post Award Requirements, _.42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

Open Records: Contractor acknowledges that all information collected, assembled, or maintained by Contractor pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and

must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to the Contract subject to and in accordance with the Texas Public Information Act.

Contractor shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Contractor, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location for the greater of: (1) four (4) years; (2) if notified by the City in writing , the date that the final audit is accepted with all audit issues resolved to the City's satisfaction, (3) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (4) a date consistent with any other period required by federal or state law or regulation. Contractor agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the City.

2. Retention

Contractor shall retain all record pertinent to expenditures incurred under this Contractor for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all State audit findings, whichever occurs later.

3. Client Data

Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: total number of information and referral calls received and broken down into subject categories for every call; specific information obtained through random screening of calls such as income level, gender, race, age, education-level, and household size. Such information shall be made available to City monitors or their designees for review by the 10th day of every month.

4. Audits and Inspections

All Contractor records with respect to any matters covered by this Contract shall be made available to City, their designees or the State Government, at any time during normal business hours, as often as City or State deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, both financial and programmatic. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by the Contractor. Failure to comply with the above audit requirements will constitute a violation of this Contract and

may result in the withholding of future payments.

C. Operation and Financial Reports

1. Financial Record Reports

Contractor agrees to submit to the City invoices for the services and approved costs of this program by the 10th day of each month; and

2. Operation Reports

Contractor agrees to submit to the City a monthly activity report in accordance with instructions provided by the State.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR chapter 60.

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

B. Conduct

a. Prohibit Political Activity and Lobbying

Lobbying

The Grantee hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

b. Conflict of Interest and Nepotism

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contactor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a

decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

C. Air & Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

Glen C. Robertson
MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

LUTHERAN SOCIAL SERVICES
OF THE SOUTH, Inc.

Kurt Senske
AUTHORIZED REPRESENTATIVE

FED. I.D.# 74-1109745

Regular City Council Meeting **5. 30.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Community Development: Authorize the Mayor to execute a resolution confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for The Vineyards development which will be located at the southwest corner of 94th Street and Milwaukee Avenue.

Item Summary

The HTC program is funded by the U.S. Treasury Department and is overseen by the Internal Revenue Service. Federal regulations guiding the program can be found in IRC Code Section 42. TDHCA administers the program for the State of Texas. The HTC program was designed to provide a source of equity financing for the development of affordable multi-family housing. The goal is to maximize the number of affordable units in the State's housing supply and ensure that the supply is well maintained and operated.

Tax credits are awarded to eligible participants to offset a portion of their Federal tax liability in exchange for the production or preservation of affordable rental housing. The value associated with the tax credits allows residences in HTC developments to be leased to qualified households at below market rate rents. The property is developed by the applicant, the applicant will affirmatively market the property in the surrounding community. Tenants earning up to 60% of the area median family income (AMFI) for the area for their household size and who meet the screening and eligibility restrictions of the property may qualify for a reduced rent unit.

HTC units offer income qualified tenants a unit at a reduced rental rate that is restricted by annually published rent guidelines. Section 8 determines the rent based on 30% of a tenant's actual income. HTC rental rates may increase or decrease annually based on published limits, but Section 8 rents increase only when the occupying household's income increases or decreases or amended budgets containing proposed rent increases are requested by the Section 8 development owner.

Pursuant to §11.9(d)(1) of the 2014 Qualified Allocation Plan and in accordance with Texas Government Code §2306.6710(b), an application may qualify for up to seventeen points for a resolution from the Municipality and/or County in which the proposed development site is located. Resolutions that expressly set forth that the Municipality or County "Supports" the application are worth maximum points. Resolutions stating that the Municipality or County has "No Objection" to the application are worth fewer points. The City has chosen to consider a resolution for all three HTC applications for projects that are to be located within the City limits of Lubbock. All three will state that the City has "No Objection" to the submission of the application for the individual projects. This should result in an equal distribution of points to the three applicants.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - The Vineyards

RESOLUTION

Whereas, SH Lubbock Milwaukee, L.P. has proposed a development for affordable rental housing at approximately the Southwest corner of 94th Street and Milwaukee Avenue, Lubbock, Texas named The Vineyards in the City of Lubbock, Texas; and

Whereas, SH Lubbock Milwaukee, L.P. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2014 Competitive 9% Housing Tax Credits for The Vineyards.

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

THAT the City of Lubbock, acting through its governing body, hereby confirms that it has no objection to the proposed The Vineyards development and that this formal action has been taken to put on record the opinion expressed by the City on this date, and

THAT for and on behalf of the Governing Body, the City Secretary for the City of Lubbock is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res.Housing Tax Cr. 2014

Regular City Council Meeting **5. 31.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Community Development: Authorize the Mayor to execute a resolution confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Reserves at Copper Ranch development which will be located west of the northwest corner of 114th Street and University Avenue.

Item Summary

The HTC program is funded by the U.S. Treasury Department and is overseen by the Internal Revenue Service. Federal Regulations guiding the program can be found in IRC Code Section 42. TDHCA administers the program for the State of Texas. The HTC program was designed to provide a source of equity financing for the development of affordable multi-family housing. The goal is to maximize the number of affordable units in the state's housing supply and ensure that the supply is well maintained and operated.

Tax credits are awarded to eligible participants to offset a portion of their Federal tax liability in exchange for the production or preservation of affordable rental housing. The value associated with the tax credits allows residences in HTC developments to be leased to qualified households at below market rate rents. The property is developed by the applicant, the applicant will affirmatively market the property in the surrounding community. Tenants earning up to 60% of the area median family income (AMFI) for the area for their household size and who meet the screening and eligibility restrictions of the property may qualify for a reduced rent unit.

HTC units offer income qualified tenants a unit at a reduced rental rate that is restricted by annually published rent guidelines. Section 8 determines the rent based on 30% of a tenant's actual income. HTC rental rates may increase or decrease annually based on published limits, but Section 8 rents increase only when the occupying household's income increases or decreases or amended budgets containing proposed rent increases are requested by the Section 8 development owner.

Pursuant to §11.9(d)(1) of the 2014 Qualified Allocation Plan and in accordance with Texas Government Code §2306.6710(b), an application may qualify for up to seventeen points for a resolution from the Municipality and/or County in which the proposed development site is located. Resolutions that expressly set forth that the Municipality or County "Supports" the application are worth maximum points. Resolutions stating that the Municipality or County has "No Objection" to the application are worth fewer points. The City has chosen to consider a resolution for all three HTC applications for projects that are to be located within the City limits of Lubbock. All three will state that the City has "No Objection" to the submission of the application for the individual projects. This should result in an equal distribution of points to the three applicants.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - The Reserves

RESOLUTION

Whereas, Overland Property Group, L.L.C. has proposed a development for affordable rental housing at approximately the Northwest corner of 114th Street and University Avenue, Lubbock, Texas named The Reserves at Copper Ranch in the City of Lubbock, Texas; and

Whereas, Overland Property Group, L.L.C. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2014 Competitive 9% Housing Tax Credits for The Reserves at Copper Ranch.

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

THAT the City of Lubbock, acting through its governing body, hereby confirms that it has no objection to the proposed The Reserves at Copper Ranch development and that this formal action has been taken to put on record the opinion expressed by the City on this date, and

THAT for and on behalf of the Governing Body, the City Secretary for the City of Lubbock is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res.Canyon Ranch.2014

Regular City Council Meeting **5. 32.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution Community Development: Authorize the Mayor to execute a resolution confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Beacon Hill development which will be located on the southeast corner of Ironton Avenue and 71st Street.

Item Summary

The HTC program is funded by the U.S. Treasury Department and is overseen by the Internal Revenue Service. Federal Regulations guiding the program can be found in IRC Code Section 42. TDHCA administers the program for the State of Texas. The HTC program was designed to provide a source of equity financing for the development of affordable multi-family housing. The goal is to maximize the number of affordable units in the State's housing supply and ensure that the supply is well maintained and operated.

Tax credits are awarded to eligible participants to offset a portion of their federal tax liability in exchange for the production or preservation of affordable rental housing. The value associated with the tax credits allows residences in HTC developments to be leased to qualified households at below market rate rents. The property is developed by the applicant, the applicant will affirmatively market the property in the surrounding community. Tenants earning up to 60% of the area median family income (AMFI) for the area for their household size and who meet the screening and eligibility restrictions of the property may qualify for a reduced rent unit.

HTC units offer income qualified tenants a unit at a reduced rental rate that is restricted by annually published rent guidelines. Section 8 determines the rent based on 30% of a tenant's actual income. HTC rental rates may increase or decrease annually based on published limits, but Section 8 rents increase only when the occupying household's income increases or decreases or amended budgets containing proposed rent increases are requested by the Section 8 development owner.

Pursuant to §11.9(d)(1) of the 2014 Qualified Allocation Plan and in accordance with Texas Government Code §2306.6710(b), an application may qualify for up to seventeen points for a resolution from the Municipality and/or County in which the proposed development site is located. Resolutions that expressly set forth that the Municipality or County "Supports" the application are worth maximum points. Resolutions stating that the Municipality or County has "No Objection" to the application are worth fewer points. The City has chosen to consider a resolution for all three HTC applications for projects that are to be located within the City limits of Lubbock. All three will state that the City has "No Objection" to the submission of the application for the individual projects. This should result in an equal distribution of points to the three applicants.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Beacon Hill

RESOLUTION

Whereas, State Street Housing has proposed a development for affordable rental housing at South East corner of Ironton Avenue and 71st Street, Lubbock, Texas named Beacon Hill in the City of Lubbock, Texas; and

Whereas, State Street Housing has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2014 Competitive 9% Housing Tax Credits for Beacon Hill.

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

THAT the City of Lubbock, acting through its governing body, hereby confirms that it has no objection to the proposed Beacon Hill development and that this formal action has been taken to put on record the opinion expressed by the City on this date, and

THAT for and on behalf of the Governing Body, the City Secretary for the City of Lubbock is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res.Vinyards.2014

Regular City Council Meeting **5. 33.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute contract 11774 a Professional Services Agreement with Dr. Andrew Young to provide services as a crisis intervention specialist.

Item Summary

Dr. Young supervises the Lubbock Police Department (LPD) Victim Services. Victim Services provides counseling for victims of serious crimes such as family members of homicide victims, traffic fatalities, aggravated assaults, suicides and many other types of incidents. In addition, Dr. Young provides counseling to officers after critical incidents, helps the LPD Negotiations Team during crisis situations and with various training classes at the LPD Academy. The size of the team has doubled to over 30 members which has helped them meet the increasing number of requests they received from officers requiring their services. The original contract amount will change from $45,000 to $65,000. 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).

Fiscal Impact

Funds are available in the adopted Police Department Operating Budget for Professional Services.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Contract - Dr. Andrew Young

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 between the City of Lubbock and Dr. Andrew Young to provide services as a crisis intervention specialist. 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:

_____
Roger Ellis, Police Chief

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

gs:ccdocs/RES.PSA-Young
February 5, 2014

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 27th day of February, 2014, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Dr. Andrew Young ("Young"), a professional crisis intervention specialist.

WITNESSETH

WHEREAS, Young has substantial skill and experience in crisis intervention in connection with the City of Lubbock Police Department, especially with respect to victim services, stress management, police negotiations, and SWAT team activity, and is imminently qualified to perform such activities (the "Activities");

WHEREAS, Young has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for a fair and reasonable price;

WHEREAS, the City desires to contract with Young to perform services related to the Activities, and Young 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 Young agree as follows:

ARTICLE I

Services

1.01 Young shall conduct all activities and within such time frames, as set forth on Exhibit "A," "Scope of Services", attached hereto (the "Services").

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article 1 shall be on an hourly basis. Young shall invoice City monthly as work is

performed, and as further described on Exhibit "B," "Compensation to Young," attached hereto.

2.02 This Agreement shall expire one (1) year from the date executed (the "Initial Term"). Additionally, the City may terminate this Agreement by providing written notice to Young at least thirty (30) 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 Young only for services actually performed by Young up to and including the date the Young is deemed to have received the City's notice of termination.

2.03 Upon expiration of the Initial Term, and with notification to the City by Young within sixty (60) days of the expiration date that Young is desirous of extending the Agreement, the Agreement may be extended for up to three (3) additional one-year terms, upon written approval of the City. Renewal notice of extending the Agreement past the Initial Term shall likewise apply for renewal of the Agreement for any successive terms. In the event the Agreement is extended, compensation shall also be increased pursuant to the attached Exhibit "B."

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Young 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 is exercised by a professional crisis intervention specialist under similar circumstances, and Young hereby warrants to the City that the Services shall be so performed. Further, Young is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the

performance of the Services under this Agreement, Young and Young's employees, if any, 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 IV.

Events of Default/Remedies

4.01 a. City's Defaults/Young's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Young to perform hereunder, Young may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to him by law, contract, equity, or otherwise.

b. Young's Defaults/City's Remedies. In the event Young shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Young, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or 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 Young 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.

Young shall obtain and maintain in full force and effect during the term of this Agreement, 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 policy will be written on an occurrence basis, subject to the following minimum limits of liability:

Professional Liability:

Combined Single Limit: $1,000,000

Young shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation.

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

YOUNG 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 OR ARISING FROM YOUNG'S USE OR OCCUPATON OF CITY OWNED LANDS, AND/OR ANY MATTER RELATED TO YOUNG'S ACTIVITIES, PERFORMANCES, OPERATIONS, OR OMISSIONS UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE VI

Miscellaneous

6.01 Young 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 or 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:

Roger Ellis, Police Chief
P O Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-2781

w/copy to:

City Attorney
P O Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

For Young:

Dr. Andrew Young
4604 100th Street
Lubbock, Texas 79424
Home: (806) 799-5844
Cell: (806) 773-3093

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 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, the former shall control.

6.05 This Agreement represents the entire and sole agreement between the City and Young 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.

6.06 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal-agent relationship between Young and the City.

6.07 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.

6.08 Any and all documents, drawings and specifications prepared by Young as part of the Services hereunder, shall become the property of the City when Young has been compensated as set forth in Section 2.01, above.

6.09 A waiver by either City or Young of a breach of this Agreement must be in writing 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.

6.10 Neither City nor Young may assign this Agreement, in whole or in part, without the written consent of such assignment by the non-assigning party. City and Young each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

6.11 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Young.

6.12 Young represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Young to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Young hereto.

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

CITY OF LUBBOCK

GLEN C. ROBERTSON, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis, Police Chief

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

BY:

Dr. Andrew Young

Exhibit "A"

Scope of Services

Young shall, as required by City, provide Administrative Services (as hereinafter defined) and Mental Health Clinical Services (as hereinafter defined) in connection with and related to the following:

Lubbock Police Department Victim Services Crisis Team Coordinator
Lubbock Police Department Critical Incident Stress Management Team
Lubbock Police Department Assistant Police Negotiator
Lubbock Police Department SWAT Team Advisor

"Administrative Services" in this Agreement shall mean active participation in volunteer recruitment, scheduling, meetings, coordination, and other such organizational and administrative activities, as directed, necessary and regularly performed in connection with the Lubbock Police Department Victim Crisis Team and the Lubbock Police Department's Critical Incident Stress Management Team.

"Mental Health Clinical Services" in this Agreement shall mean group and individual counseling, on-scene crisis counseling for victims and responders, negotiations between City and hostages or barricaded subjects, debriefing activities in connection with the Lubbock Police Department's Critical Incident Stress Management Team, and providing training related to said Mental Health Clinical Services, as directed.

Exhibit "B"

Compensation to Young

The following hourly rates shall apply to services rendered and invoiced by Young pursuant to this Agreement. In no case shall the cumulative total of fees payable in the Initial Term of this Agreement total more than SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000) (the "Maximum Allowable Amount") in a contract year.

Rates:

Administrative Services	$50.00 per hour.
Mental Health Clinical Services	$100.00 per hour.

Regular City Council Meeting **5. 34.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute contract 11761 with Forensic Nurse Staffing of West Texas (FNSWT) for the specialized service of the collection of biological evidence.

Item Summary

This contract sets the terms and conditions under which the FNSWT will provide the City with the specialized service of the collection of biological evidence for the Lubbock Police Department by consent or warrant. FNSWT will provide the City with medical evaluation, case review, consultation and other services referred to FNSWT by the Police Department of the City of Lubbock. The Texas Code of Criminal Procedure mandates that the investigating law enforcement agency initially pay the cost of the examination. FNSWT is the locally recognized provider for this service.

Fiscal Impact

The City pays $175 per exam for the collection of the biological evidence. The examination fee of $175 (per referred case) is fully reimbursed by the Texas Attorney General's Office.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Agreement - Forensic Nurse Staffing

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for Services, by and between the City of Lubbock and the Forensic Nurse Staffing of West Texas, 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:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Agrmt-FNSWT
January 8, 2014

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AGREEMENT FOR SERVICES

WHEREAS, it is in the public's interest to collect certain evidence for the investigation of crime; and

WHEREAS, the Police Department of the City of Lubbock is lawfully charged with the investigation of crimes within the City; and

WHEREAS, the Forensic Nurse Staffing of West Texas can provide the City with the specialized service of the collection of biological evidence for the Police Department by consent or search warrants; NOW THEREFORE:

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which FNSWT will provide City with medical evaluation, case review, consultation and other needed services in investigations referred to FNSWT by the Police Department of the City.

ARTICLE II
DEFINITIONS

LPD --Police Department of the City of Lubbock.

City--The City of Lubbock, Texas.

FNSWT --The Forensic Nurse Staffing of West Texas.

Patient-- Individual from whom the biological evidence is being obtained.

ARTICLE III
SERVICES PROVIDED

1) FNSWT will provide exam services for the collection of biological evidence in cases wherein the Police Department has obtained a search warrantor a signed consent form from the patient for the collection of such evidence.

2) FNSWT shall provide any and all supplies necessary and/or required for the collection of biological evidence as described above at no additional cost to the City.

3) The Police Department shall provide FNSWT and University Medical Center with a copy of any search warrant or signed consent that the Police Department relies upon for the evidence collection referred to FNSWT.

4) FNSWT will provide such other consultative services as needed in the investigation and collection of biological evidence cases referred to FNSWT by LPD, including expert information necessary to support LPD arrests.

5) FNSWT shall provide a location suitable for the collection of the evidence at no additional cost to the City.

ARTICLE IV
COMPENSATION

The City shall pay FNSWT ONE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($175.00) per exam for the collection of biological evidence.

FNSWT shall send the Police Department a monthly invoice on the **5th** of each month for services provided the previous month pursuant to the Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the City shall compensate FNSWT only for those cases which are referred cases and only for the services enumerated in the "Services Provided" section of this Agreement as requested in writing by LPD.

To ensure the City that FNSWT is performing the functions it represents that it performs, FNSWT shall submit a detailed report at least quarterly to the Police Department showing, but not limited to, the numbers and types of cases FNSWT has handled during the preceding quarter. This report shall also show the nature and extent of research, counseling and prevention programs. The time for submission of said reports shall be determined from the date this Agreement is executed. The final annual quarterly report shall also contain a summation of said terms for the preceding year. Any information contained in the quarterly or annual reports shall be provided only to the extent permitted by the laws and constitution of the State of Texas.

In no event shall the total number of exams for collection of evidence for which the City compensates FNSWT exceed 800 exams for the term of this Agreement. The FNSWT will provide to City a quarterly report summarizing the services provided and compensation received. For a period up to four years after any year in which services are provided, the City retains the right to audit the books of FNSWT inspecting the services provided under this Agreement. Any audit shall be accomplished during regular business hours.

ARTICLE V

TERM OF AGREEMENT

This agreement shall remain in effect until October 1 ("the Anniversary Date"), 2014 and shall automatically be renewed for successive twelve (12) month periods therafter, unless either party hereto shall provide written notice of its desire to terminate this Agreement to the non-terminating party on or before the one hundred twentieth (120) day prior to the Anniversary Date

ARTICLE VI
INSURANCE

The FNSWT shall maintain Professional Liability in the amount of ONE HUNDRED THOUSAND AND NO/l00 ($100,000.00).

ARTICLE VII
LIABILITY

The FNSWT shall hold City free from any liability or responsibility for the acts and omissions of FNSWT and its authorized agents and employees in the performance of any terms and conditions of this Agreement, and for services rendered by FNSWT.

ARTICLE VIII
CONFIDENTIALITY

In keeping with the safeguarding by the medical profession of information about a patient obtained in the course of medical treatment, the results of all evaluations, consultations and examinations of cases referred to the FNSWT by LPD will be kept in the strictest of confidence by FNSWT and its employees. Information about individual cases will be released only to designated LPD personnel, and in compliance with local, state and federal law.

ARTICLE IX
OTHER PROVISIONS

1) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

2) Neither party to this Agreement may assign its rights or delegate its duties under this Agreement unless prior written consent of the other party is obtained.

3) If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provision is not material to the overall purpose and

operation of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected, impaired or invalidated.

4) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

5) This Agreement shall be changed only by written amendment signed by both parties and attached hereto.

6) Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to insure that services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

7) 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 THEREOF, the parties to these presents have agreed upon and executed this Agreement for Services this _____ day of _____, .2014

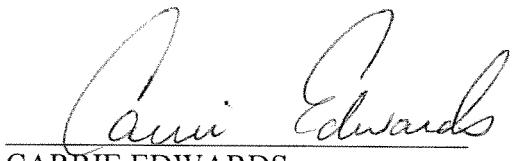
CITY OF LUBBOCK, TEXAS

_____
GLEN C. ROBERTSON, MAYOR

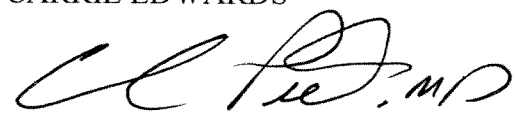
ATTEST:

_____
Rebecca Garza, City Secretary

FORENSIC NURSE STAFFING
OF WEST TEXAS

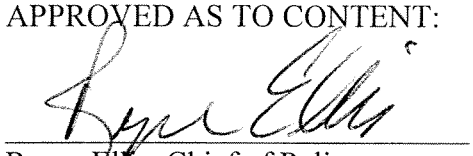


CARRIE EDWARDS



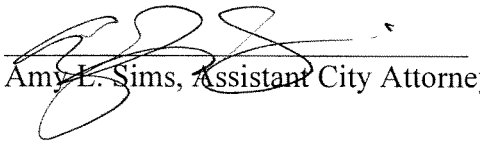
DR. CHRIS PIEL
Medical Director

APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Regular City Council Meeting **5. 35.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Fire Services: Consider a resolution authorizing the Mayor to execute contract 11776 with South Plains College to provide for the use of Lubbock Fire Training Facilities to train students.

Item Summary

The contract is a term of 5 years stipulating parameters and scheduled charges that will afford South Plains College access to Lubbock Fire Training Facilities and non-service personal protective gear. Admission to property and use of equipment will permit fire academy students training for basic fire suppression certification.

Fiscal Impact

Rental of property and equipment is a revenue stream of $8,500 per year totaling $42,500 for the term of the 5 year contract.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - South Plains College

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 Contract between the City of Lubbock and South Plains College to provide the use of the "Lubbock Fire Training Facility" to train students for basic fire suppression certification, 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-SPC
February 10, 2014

LICENSE AGREEMENT
FOR USE OF FIRE DEPARTMENT TRAINING FACILITIES
BY SOUTH PLAINS COLLEGE

This agreement (the "Contract") is made this ___ day of **February** 2014, by and between the City of Lubbock, Texas, hereinafter referred to as "City," and the South Plains College, hereinafter referred to as "South Plains," on the following terms and conditions.

R E C I T A L S

WHEREAS City is the owner of the following described real property (the "Property"):

> the buildings, land on which the building is situated, drill tower, burn pits and fixtures, including furniture, furnishings, and any and all equipment on the premises, and all else known as the "Lubbock Fire Training Facility" located at 1515-East Ursuline, Lubbock County. Texas.

WHEREAS South Plains desires to exercise certain privileges upon the Property.

NOW, THEREFORE, it is mutually agreed by and between City and South Plains as follows:

I. LICENSE

South Plains shall have the right to use the Property to train its students for basic fire suppression certification.

II. TERM

The term of this Contract shall be effective from October 1, 2014, through September 30, 2019. Thereafter, any extension of this Contract must be approved in writing and by a resolution adopted by the Lubbock City Council. Time is of the essence.

III. CONSIDERATION

In consideration for this license, South Plains shall pay City $500.00 per month, payable on or before the first day of each quarter, beginning October 1, 2014, and ending September 30, 2019. In addition, South Plains shall lease clothing consisting of a bunker coat, pant and helmet from the City for each student at a cost of Fifty dollars and no/100 ($50.00) per student, per semester, or One hundred dollars and no/100 ($100.00) for two semesters. South Plains shall also reimburse City the actual costs of the following items for each student:

Firefighting boots
Suspenders
Nomex hoods
Gloves

All payments shall be made to the City of Lubbock Fire Department at 1515 East Ursuline, Lubbock, Texas, 79403 or such other place as City may designate by written notice to South Plains.

IV. LIMITATIONS ON USE AND OCCUPATION OF PROPERTY

South Plains, South Plains' students, faculty, agents, representatives, and personnel, in the course of performing under this contract, shall **NOT:**

(a) drink alcoholic beverages;

(b) smoke;

(c) use, possess, sell or dispense any illegal drugs or medicines;

(d) engage in disorderly conduct;

(e) use the Property in a way other than is reasonably necessary for conducting the basic fire suppression certification training exercises;

(f) allow anyone not in the South Plains program, such as family members or friends of training participants, to come onto the Property, without prior approval of the parties hereto;

(g) commit or permit any act or acts in or on the Property or in any manner that will create liability or that will cause a cancellation of any insurance policy covering the Property, South Plains, South Plains' students, faculty, agents, representatives, or personnel;

(h) keep, leave, store or use personal property or permit any such product or article to be kept, held, stored, used, or sold in or on the Property;

(i) maintain, commit, or permit the maintenance or commission of any nuisance on the Property;

(j) use the Property for any unlawful purpose;

(k) permit anything to be done in or about the Property that will in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of the Property, that has been or may be enacted or promulgated by any public authority;

(l) commit, or cause to be committed, any waste on the Property;

(m) obstruct or interfere with the rights of City's employees, or injure or annoy them; or

(n) allow the premises to be used for any improper, immoral, unlawful, or objectionable purpose.

Any prohibited action taken is an automatic breach of this agreement justifying immediate termination by City.

V. NOTICE

A. General. Whenever notice from South Plains to City or City to South Plains 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, (2) facsimile, or other reasonable means (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. South Plain's Address. South Plain's address and numbers for the purposes of notice are:

Attn: Mr. Rob Blair
South Plains College Box 4
1401 South College Avenue
Levelland, Texas 79336

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

are:

City of Lubbock Fire Rescue
Attn: Mike Kemp, Fire Chief
1515 East Ursuline
Lubbock, Texas 79403
(806) 775-2630 (tel.)
(806) 775-3510 (fax)

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party, 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.

VI. NONASSIGNABLE

This Contract is not assignable, and any attempt to assign this Contract will be grounds to terminate the contract.

VII. TERMINATION

If either party wishes to terminate this Contract, it is understood that written notice shall be given to the other party at least thirty (30) days prior to the end of the semester, unless otherwise stated herein.

VIII. CITY'S DUTIES

City will maintain the leased Property and make all necessary repairs, except that South Plains will make all repairs of the leased Property occasioned by its negligent, willful, wanton, grossly negligent or reckless use of the Property, and except as City and South Plains may have expressly agreed otherwise in this license.

IX. SOUTH PLAINS' DUTIES

A. South Plains, its agents or representatives must, with regard to the Property:

(1) repair any and all damage to the Property caused as a result of its students, personnel, agents or representatives' actions and arrange for immediate repairs at a mutually agreed time; and

(2) assure that its students, personnel, agents or representatives keep the Property clean, sanitary, and free from all accumulations of debris; and

(3) dispose from the Property all debris and garbage in a clean and sanitary manner; and

(4) properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits; and

(5) deny any person on the premises with South Plains' permission to willfully or wantonly destroy, damage, or remove any part of the Property or the facilities, equipment, or appurtenances.

B. South Plains, its agents or representatives must:

(1) control and supervise all training and learning experiences; and

(2) assure observance by students, personnel and faculty of the City's written policies and procedures; and

(3) assign students to only those times and areas of the Property where there is a qualified supervisory person directly responsible for student performance; and

(4) assure the City that the students and faculty are covered by liability insurance for the duration of the contract and provide to the City Secretary a certificate of coverage; and

(5) assure the City that the students and faculty have signed the release, which is attached and incorporated by reference as

Exhibit "A," for the prior to entering the Property and provide to the City Secretary a copy of the release; and

(6) provide liability insurance coverage against claims for personal injury, death or property damage occurring in connection with acts or omissions of its administrative personnel, faculty staff members and students while participating in the Program at the City. The limits of such insurance shall not be less than $500,000.00 per occurrence for personal injury or death and not less than

$250,000.00 for each person pursuant to §101.023 of the Texas Tort Claims Act. All insurance required under this Agreement will name the City of Lubbock, Texas, as an additional insured. No such policy shall be subject to cancellation or reduction of coverage or other modifications except upon at least ninety (90) days prior written notice to the City; and

(7) provide a list to the City of the approximate number of students that will be using the Property and the dates involved; and

(8) assist in the orientation of the students to the Property and clear channels of administration for the use of equipment and records as necessary for teaching purposes; and

(9) require that a student withdraw whose conduct or training

performance may have a detrimental effect on the City's staff or Property; and

(10) require that a student withdraw who has failed to have the requisite insurance throughout the duration of the program or failed to sign a release prior to entering the Property; and

(11) replace all goods and supplies used while on the Property.

X. MUTUAL DUTIES

City and South Plains will jointly resolve any matter wherein the City desires to summarily exclude from the Property any person who is deemed undesirable or is deemed dangerous or disruptive to City's employees or property. The provisions of this section notwithstanding, in all other matters which are the subject of this agreement, the parties hereto hereby expressly state that it is their intent that each party shall maintain separate and distinct control over its duties under this agreement.

XI. DEFAULT AND TERMINATION

Should City or South Plains' respective agents or representatives default in the performance of any provision of this Contract, and not correct the default within ten (10) days after default, the nondefaulting party may declare this Contract, and all rights and privileges and interests created by it, to be terminated. Upon nondefaulting party's electing to terminate, this Contract shall cease and come to an end as if the day of nondefaulting party's election were the day originally fixed in this Contract for its expiration, provided that, should defaulting party cure all defaults within the ten (10) day notice, this Contract shall not be canceled. Nondefaulting party may, in its discretion, allow defaulting party more than ten (10) days to cure

defaults if such time is, in the opinion of nondefaulting party, reasonably necessary or shortened where stated herein.

XII. NONDISCRIMINATION

South Plains, for itself, its representatives, and agents, as a part of the consideration hereof, does hereby agree that no person on the grounds of race, color, national origin, or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Property.

XIII. CITY'S LIABILITY

To the extent allowed by the laws and the Constitution of the State of Texas, South Plains waives all claims, releases, indemnifies and holds harmless the City of Lubbock, Texas, its Fire Department, agents, representatives, elected officials, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise as a direct result of the negligent use by agents and employees of South Plains of the City of Lubbock facilities. It is the express intention of the parties hereto, both South Plains and the City of Lubbock, that the indemnity provided for in this paragraph is not indemnity by South Plains to indemnify and protect the City of Lubbock from the consequences of the City of Lubbock's own negligence.

It is further understood and agreed that South Plains students assigned to and participating in the training program are not employees of the City, and are not entitled to any benefits, such as those covered by the Workmen's Compensation Act.

XIV. IMMUNITY

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

XV. RESOLUTION

This Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of such party, a copy of which is attached hereto, and this Contract shall remain in effect until rescinded by resolution or order of such governing body and notice of that action is transmitted in writing to all other parties to this Contract.

XVI. ENTIRE AGREEMENT

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be enforceable in Lubbock County, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Lubbock County, Texas.

XVIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections,

subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIX. APPLICABLE LAW

This Contract is entered into subject to the City Charter and Ordinances of the City of Lubbock as they may be amended from time to time and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal law. Situs of this Contract is agreed to be Lubbock County, Texas, for all purposes including performance and execution.

XX. NON-WAIVER

It is further agreed that one or more instances of forbearance by the parties hereto in the exercise of their rights herein, shall in no way constitute a waiver of any such rights.

XXI. JOINT VENTURE

It is the intent of the parties hereto that nothing herein shall be construed to create a joint venture between the City of Lubbock and South Plains College.

XXII. MODIFICATION AND SUPPLEMENTATION

This contract may be modified or supplemented at any time by advance mutual written consent.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

In witness whereof, the parties hereto have caused this contract to be executed by:

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

Date: _____

ATTEST:

Rebecca Garza, City Secretary

SOUTH PLAINS COLLEGE

KEVIN W. SHARP, PRESIDENT

Date: 2/11/14

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

Exhibit "A"

WAIVER AND RELEASE OF ALL CLAIMS

This Waiver and Release of All Claims (Waiver) is entered into between the City of Lubbock, Texas (City) and the Undersigned Participants (Participants).

DEFINITIONS

City shall include the City of Lubbock, Texas, its representative officers, City Council, attorneys, agents, servants, officers, employees and all other persons, natural and corporate, in privity with them.

Participants shall include those persons participating in fire training, including but not limited to students, staff and faculty, conducted pursuant to that certain License Agreement entered between the City and South Plains College (South Plains), pursuant to the terms of which, South Plains was granted a license for the use of fire training facilities owned or operated by City for the purpose of training its students (Participants) for basic fire suppression certification.

RELEASE

IN CONSIDERATION OF THE USE OF THE FIRE TRAINING FACILITIES, AS DESCRIBED IN THE SAID LICENSE AGREEMENT, THE UNDERSIGNED PARTICIPANT DOES HEREBY RELEASE, AND BY THESE PRESENTS DOES HEREBY ACQUIT AND FOREVER DISCHARGE THE CITY OF LUBBOCK, ITS REPRESENTATIVE OFFICERS, CITY COUNCIL, ATTORNEYS, THEIR AGENTS, SERVANTS, OFFICERS, EMPLOYEES, AND ALL PERSONS, NATURAL OR CORPORATE, IN PRIVITY WITH THEM FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE USE OF THE ABOVE DESCRIBED FIRE TRAINING FACILITY BY THE UNDERSIGNED. IT IS INTENDED BY THIS AGREEMENT AND RELEASE TO RELEASE ALLCLAIMS OF ANY KIND WHICH THE UNDERSIGNED PARTICIPANT HAS OR MAY HAVE AGAINST THE CITY OF LUBBOCK IN CONSIDERATION FOR THE USE OF THE SAID FIRE TRAINING FACILITY.

THE UNDERSIGNED PARTICIPANT HEREBY AGREES TO WAIVE, RELEASE AND INDEMNIFY THE CITY OF LUBBOCK, EACH OF ITS REPRESENTATIVE OFFICERS, REPRESENTATIVES, AGENTS, CITY COUNCIL, ATTORNEYS, EMPLOYEES AND PERSONS IN PRIVITY WITH THEM FOR ANY AND ALL CLAIMS ARISING FROM THE UNDERSIGNED PARTICIPANT'S OR THE CITY'S NEGLIGNECE, GROSS NEGLIGENCE AND/OR INTENTIONAL OR MALICIOUS ACTS.

The Undersigned Participant further assumes responsibility for any and all medical and/or chiropractic bills, subrogation claims and all claims incurred as a result of the use of the said fire training facility by the Undersigned Participant. THE UNDERSIGNED PARTICIPANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF LUBBOCK, ITS AGENTS, OFFICERS, EMPLOYEES AND

REPRESENTATIVES FROM THE FAILURE TO PAY SUCH MEDICAL BILLS AND/OR CHIROPRACTIC BILLS AND SUBROGATION CLAIMS.

The terms of this Waiver and Release of All Claims are contractual and not merely recitals. Undersigned Participant warrants that this Waiver and Release of All Claims has been read and fully understood. This Waiver and Release of All Claims covers all claims known or unknown, present or future, resulting from the use of the fire training facility by the Undersigned Participant. Undersigned Participant has the legal authority and is legally competent to execute this Waiver and Release of All Claims. Furthermore, Undersigned Participant signs same of his or her own free will and accord without any reliance on any representation of any kind or character not expressly stated herein.

This Agreement is valid and binding on all parties until rescinded in writing. This Waiver and Release of All Claims shall survive the termination of the said License Agreement.

_____ _____

Witness Date

_____

Witness

Print Name	Signature	Company or Department

Regular City Council Meeting **5. 36.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - City Attorney: Consider a resolution authorizing the City Council to execute the Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengove, Individually and as respresentatives of the Estate of Jared Trengove.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Mitch Satterwhite, Interim City Attorney

Attachments

Resolution - Trengove

Agreement - Settlement Trengrove

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 Compromise Settlement Agreement and Release of All Claims with Steve Trengove, Melissa Trengove, Individually and as representatives of the Estate of Jared Trengove, 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:

_____
Leisa Hutcheson, Director of Human Resources and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

vw:ccdocs/RES.Agrmt-Trengove
February 10, 2014

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") is entered into by and between the **City of Lubbock ("City")**, and **Steve Trengove, Melissa Trengove, individually and as representatives of the Estate of Jared Trengove, ("Claimants")**.

RECITALS

WHEREAS, on or about September 6, 2013, Jared Trengove was operating a motorcycle driving northbound on Indiana Avenue between 82nd Street and Loop 289; and

WHEREAS, Jared Trengove was involved in a motor vehicle accident with a vehicle owned by the City of Lubbock and driven by a City of Lubbock employee; and

WHEREAS, Jared Trengove suffered fatal injuries as a result of this motor vehicle accident; and

WHEREAS, the City and Claimants desire to settle all claims regarding this incident in exchange for the consideration and releases set forth below.

1. IN CONSIDERATION of the payment by the City of the sum of TWO HUNDRED FIFTY THOUSAND and No/100 Dollars ($250.000.00), Claimants do hereby enter into this Settlement Agreement and do hereby release, acquit, and forever discharge the City, its respective predecessors, successors, assigns, owners, City Council, partners, members, managers, employees, directors, legal representatives, insurers, independent contractors, agents and attorneys (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, liens, including but not limited to any hospital, medical,

insurance, Medicare or Medicaid liens, whether statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, arising from the accident on September 6, 2013.

2. Claimants hereby agree that they are responsible for any outstanding liens, claims, or rights of subrogation that may now or hereafter exist arising out of or relating to this occurrence including, but not limited to, Medicare liens.

3. The City agrees to make payment within ten (10) days following approval of this Settlement Agreement by the City Council of the City of Lubbock. Payment shall be made by check payable to Steve Trengove and Melissa Trengove.

4. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to this incident including, but not limited to, all claims, demands, causes of actions of any nature, whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimants hereby declare that they fully understand the terms of this Settlement Agreement and voluntarily accept the above stated sum for the

purpose of making full and final settlement of any and all the injuries, damages, expenses, and inconvenience above mentioned.

5. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. The Claimants agree that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.

6. The Claimants agree that the damages suffered by the City, and persons, firms, corporations, or other entities protected by this Settlement Agreement by reason of any breach of any provision of this Settlement Agreement shall include not only the amount of any judgment that may be rendered against said City, persons, firms, corporations, or other entities, or any of them, by reason of a breach of this Settlement Agreement, but shall also include all damages suffered by them, including the cost of attorneys' fees and other costs and expenses of instituting, preparing, prosecuting, defending any action or suit resulting from a breach of this Settlement Agreement, whether taxable or otherwise, and costs to them of attorneys' fees and all other costs and expenses of instituting, preparing, or prosecuting any counterclaim, suit, motion, or action or action to recover damages resulting from the breach of this Settlement Agreement, whether taxable or otherwise.

7. Claimants hereby represent and warrant that they, and they alone, own the claimed rights, interests, demands, actions, or causes of action, obligations, or any

other matter covered by this Settlement Agreement (the "Claimed Rights"), and that they have not transferred, conveyed, pledged, assigned or made any other disposition of the Claimed Rights. Steve Trengove and Melissa Trengove further warrant and represent they are the only heirs at law of Jared Trengove. Claimants agree to indemnify and hold harmless the Releasees from and against any and all claims, demands, or causes of action and the reasonable and necessary costs, including attorneys' fees, incurred in the defense of any such claim that any person who claims an ownership, including any liens whether statutory or otherwise, in the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement.

8. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon, the Claimants, Releasees, and their heirs, legal representatives, successors or assigns.
9. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.
10. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.
11. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.

12. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.

13. This Settlement Agreement has been and shall be construed to have been drafted by all parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

14. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.

15. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and Claimants assume the risk arising from not seeking further or additional consultation with such advisors.

16. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.

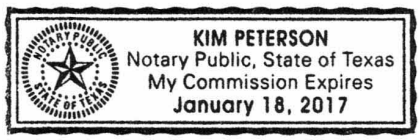
17. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.

18. Each party further states that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and has signed the same as their own respective free act and has not been

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared MELISSA TRENGOVE, INDIVIDUALLY AND ON BEHALF OF THE ESTATE OF JARED TRENGOVE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Kim Peterson
Notary Public, State of Texas

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, Mayor

influenced in making this settlement by any representative of a party or parties released.

19. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.

EXECUTED this 4th day of February, 2013.

CLAIMANT:

Steve Trengove

STEVE TRENGOVE, INDIVIDUALLY AND ON BEHALF OF THE ESTATE OF JARED TRENGOVE

Melissa Trengove

MELISSA TRENGOVE, INDIVIDUALLY AND ON BEHALF OF THE ESTATE OF JARED TRENGOVE

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared STEVE TRENGOVE, INDIVIDUALLY AND ON BEHALF OF THE ESTATE OF JARED TRENGOVE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

KIM PETERSON
Notary Public, State of Texas
My Commission Expires
January 18, 2017

Kim Peterson

Notary Public, State of Texas

City of
Lubbock
TEXAS

Regular City Council Meeting **6. 1.**

Meeting Date: 02/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen's Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q, and consider an ordinance.

Item Summary

General comments:
The Planning Department filed this case to lower the intensity of the land uses along this mile of 19th Street. This section of 19th Street could have a major impact on Lubbock High School. In expectation to help protect the historic nature of Lubbock High School as well as the major entrance corridor that 19th Street serves into Lubbock, staff considered this request to benefit both aspects. This also serves as an extension of the revitalization efforts downtown.
Similar cases have been brought forth by the Planning Department on behalf of the City in other places in town. To list a few:
I-27, Marsha Sharp Freeway, Downtown CB Districts.
At the Planning and Zoning Commission meeting, the Heart of Lubbock Neighborhood Association, the Lubbock High PTA, Lubbock High Alumni Association, LISD Board of Trustees, and the Lubbock Heritage Society, as well as a few other citizens all came to voice their support for the case.

Adjacent land uses:
North and south of this corridor are two older city neighborhoods.
To the east of this case is the Central Business District portion of 19th Street (for downtown).

Comprehensive Land Use Plan:
The case is consistent with the CLUP.

Zoning Policy:
Through zoning policy and the CLUP, 19th Street is eligible for C-4 zoning with its state highway designation. However, in its current setting with its adjacency to residential, Lubbock High School, and proximity to downtown, C-4 is not necessarily the most appropriate zoning classification.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the thoroughfare system.

Recommendations:
Staff recommends the case for approval.

P&Z Commission Recommendation:
The P&Z recommended the request with a vote of 8-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - ZC 3224
Zone Case 3224
Memo - ZC 3224

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. 3224;** A ZONING CHANGE FROM **C-4** TO **C-2** ZONING DISTRICT ON **LOTS 16-18, BLOCK 1, LOTS 19-21, BLOCK 2, HANKINS ADDITION, LOTS 9-12, BLOCK 5, LOTS 5-12, BLOCK 18, LOTS 18-24, BLOCK 19, LOTS 13-24, BLOCK 49, LOTS 13-24, BLOCK 78, LOTS 13-24, BLOCK 79, LOTS 16-18, BLOCK 104, OVERTON ADDITION, THE SOUTH 143.4 FEET OF TRACT A, LUBBOCK HIGH ADDITION, LOTS 21-24, BLOCK 3, KNIGHT ADDITION, LOTS 1-4, BLOCK 1, LANE ADDITION, LOTS 1-6, BLOCK 1, JF RICE ADDITION, LOTS 1-6, BLOCK 1, SOUTHWELL PLACE ADDITION, LOTS 1-12, BLOCK 48, LOTS 1-12, BLOCK 49, LOTS 1-12, BLOCK 50, MCCRUMMEN'S SECOND ADDITION, BLOCK 1, LESS THE SOUTH 150 FEET, ELLWOOD PLACE ADDITION,** 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. 3224

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4** to **C-2** zoning district on **Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen's Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition**, City of Lubbock, Lubbock County, Texas, **located along 19th Street between University Avenue and Avenue Q.**

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

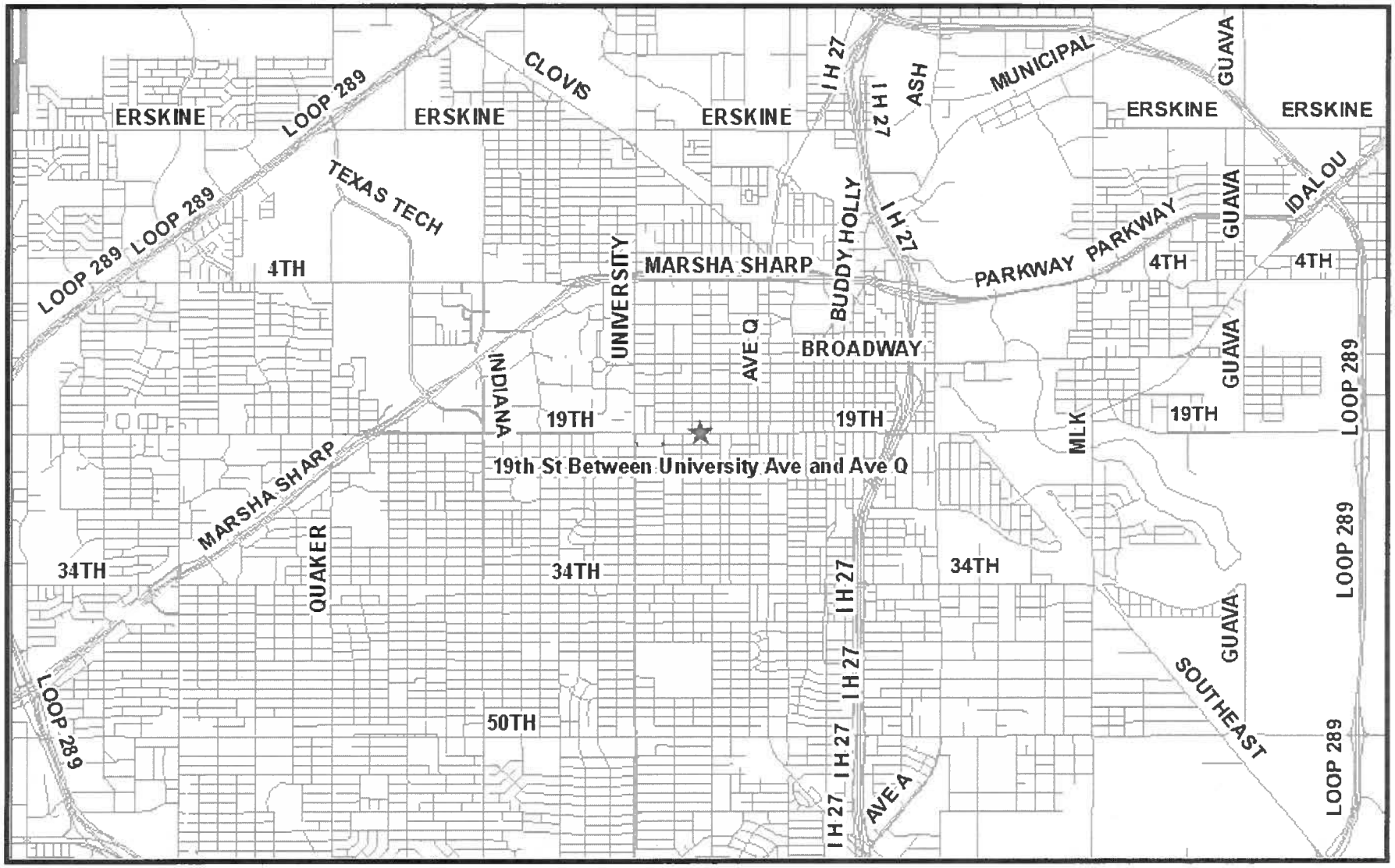
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

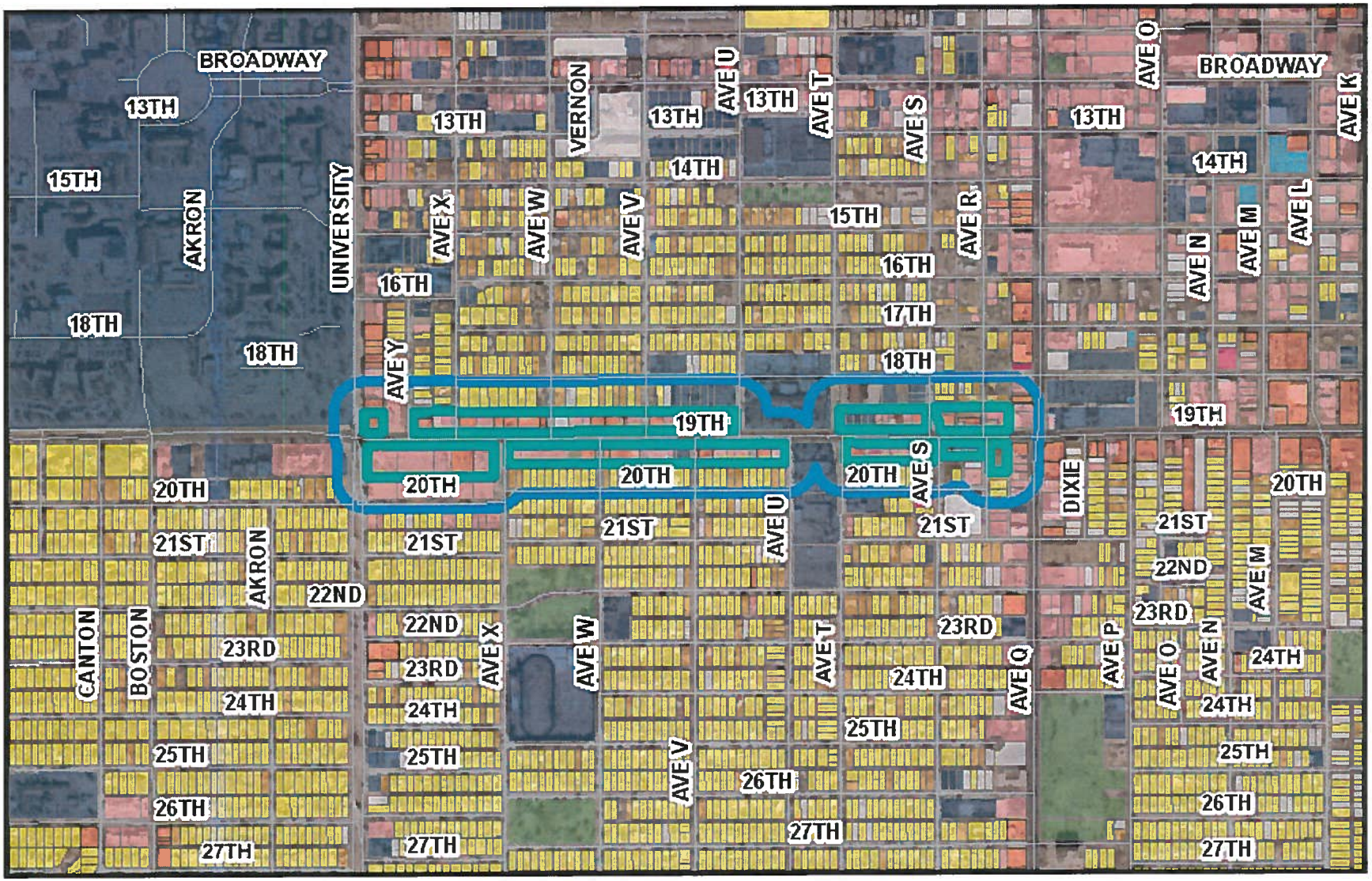
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3224
February 6, 2014

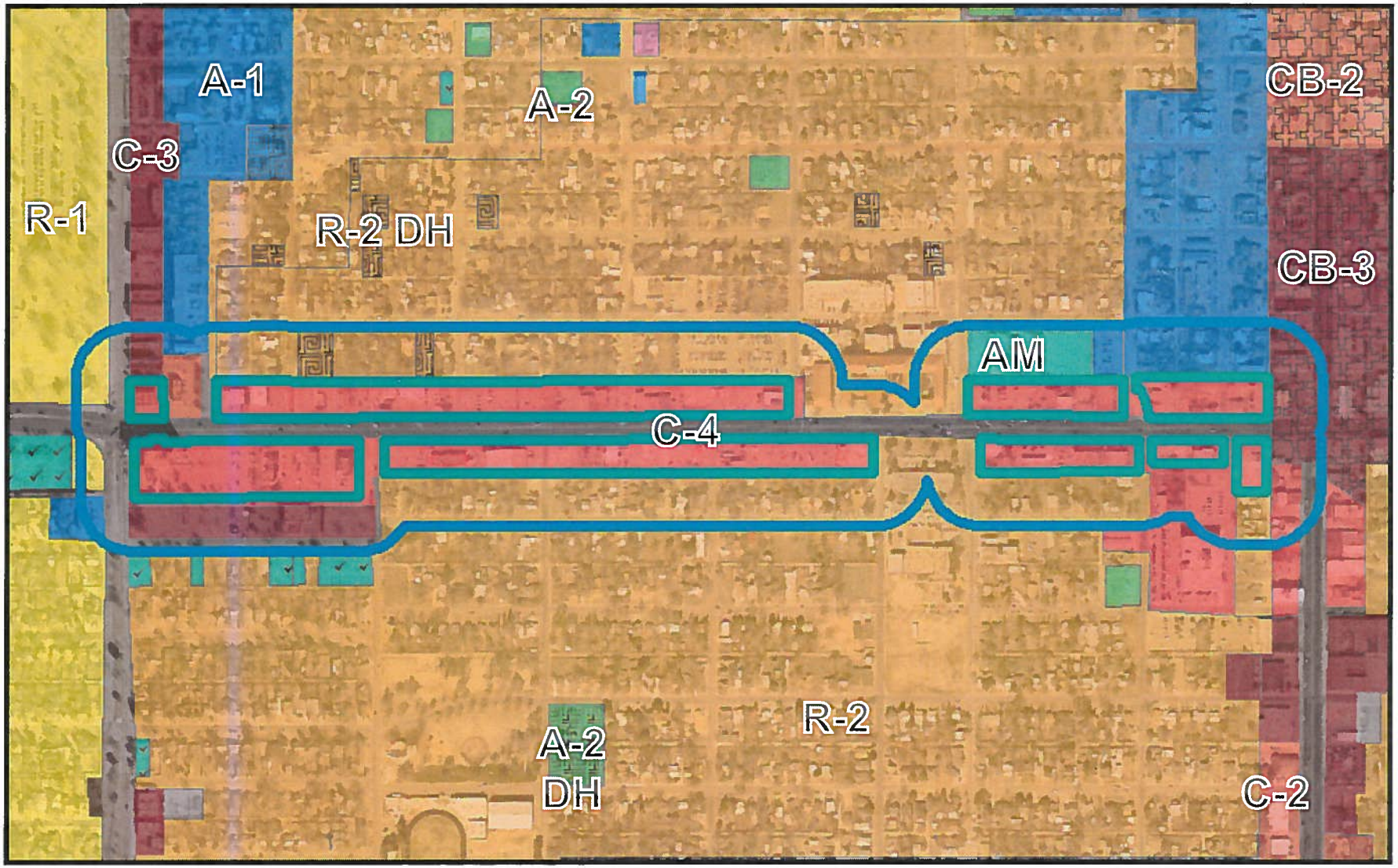


P.Z.C. Case 3224



P.Z.C. Case 3224

Request of City of Lubbock for a zoning change from C-4 to C-3, along 19th Street between University Avenue and Avenue Q



P.Z.C. Case 3224 Zoning

January 24, 2014

Dear 19th Street Property Owner,

A city that does not have a vibrant and thriving core, experiences deterioration and reduced economic investment at its heart. In response to this concern the City of Lubbock is proposing a zoning change to C-3 (General Retail) for a portion of the 19th Street corridor, between University Avenue and Avenue Q. Please refer to the map on the reverse of this letter to determine if your property is included in this rezoning.

The C-3, General Retail District, is a district that makes up the majority of our commercial zoning in Lubbock. The permitted uses in the C-3 District will continue to allow the area to redevelop as well as protect the historic nature and significance of this corridor's key element, Lubbock High School. This zoning change will compliment the previous changes on 19th Street to Central Business Districts between Avenue Q and I-27, and is in conjunction with the ongoing drive to redevelop downtown. The City of Lubbock acknowledges the importance of this major street, both as an entry to downtown but also as an entry into our City, thus the importance of maintaining an equitable and positive environment for redevelopment.

THE MOST IMPORTANT ISSUE for current property owners to understand is that the current use, design, and parking for **ALL EXISTING BUSINESSES** are not affected. Only proposals that evolve over time for new or redeveloped business locations will be subject to the regulations and permitted uses in the C-3 zoning district. Current businesses and buildings will simply continue as legal or legal non-conforming. No retroactive requirements will be imposed on existing businesses or uses, and non-conforming businesses will remain regardless of ownership unless the business is vacant for one year or more.

The new Zoning District illustrated on the reverse side is:

- C-3 General Retail District: The purpose of this district is to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

A copy of the proposed district ordinance is available for review on the City of Lubbock Web site www.mylubbock.us (click "Code of Ordinances", then "City of Lubbock Code of Ordinances," then "Title II, Chapter 40, 40.03 Districts, Division 15 C-3"). The C-3 district includes the permitted uses in the C-2 and C-2A districts. The Planning staff is happy to discuss the Districts by phone or in person:
Drew Paxton 775-3029 or Dennis Carrizales 775-2096.

Sincerely yours,

Drew Paxton, Director of Planning

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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.: 3224**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
FEB 06 REC'D
PLANNING DEPARTMENT

Print Name MONTE BOLTON

Signature: Monte Bolton

Address: 8704 149

Address of Property Owned: 1726-19

Zone Case Number: 3224 42012
BOLTON, MONTE L
8704 149TH ST

WOLFFORTH TX 79483

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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RECEIVED
FEB 06 REC'D
PLANNING DEPARTMENT

In Favor of ✓

Opposed ____

Reasons and/or Comments:

KEEP IT NICE & CLEAN NOW & FUTURE

Print Name PETE MARTINEZ

Signature: [signature]

Address: 2122 19TH

Address of Property Owned: " "

Zone Case Number: **3224** 42619
MARTINEZ, ELIDA M
2724 BATES ST

LUBBOCK TX 79415-2853

7

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of X

Opposed ____

RECEIVED
FEB 05 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

n/a

Print Name Ben Howard & Hilda Adams

Signature: Hilda Adams

Address: 2315 19th St Lubbock, TX 79401

Address of Property Owned: 2315 19th

Zone Case Number: 3224 43189
ADAMS, BEN HOWARD
HILDA ANN ADAMS
2315 18TH ST

LUBBOCK TX 79401-4409

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

17

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In Favor of X

Opposed ___

RECEIVED
JAN 30 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Sam Reyes

Signature: Sam Reyes

Address: P.O. Box 64145 Lubbock 79464

Address of Property Owned: 2322 A&B 20th

72 of 157

Zone Case Number: 3224 38249
REYES SAM & RENEE
PO BOX 64145

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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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.:** ***3224***

In Favor of X

Opposed ____

RECEIVED
JAN 30 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Alice Kerr

Signature: Alice Kerr

Address: 3019- 34st

Address of Property Owned: zone Cast number # 38217

Zone Case Number: **3224** 38217
KERR KENNETH EUGENE
3019 34TH ST

LUBBOCK TX 79410-3201

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(7)

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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.: 3224**

In Favor of ___

Opposed ✓ NO NO NO

RECEIVED
JAN 31 REC'D
PLANNING DEPARTMENT

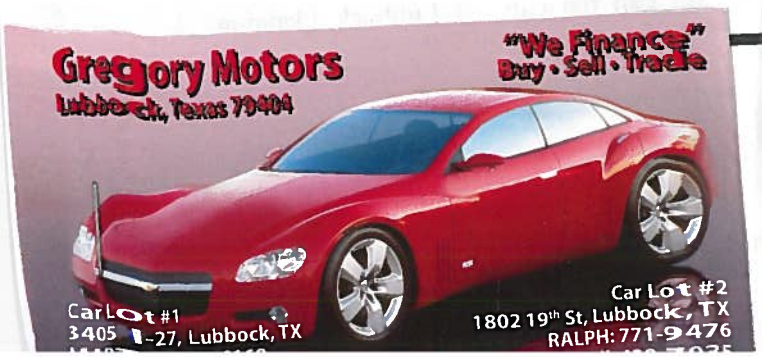
Reasons and/or Comments:

Print Name Ralph Flores

Signature: Ralph Flores

Address: 1802 - 19th

Address of Property Owned: 1802 - 19th Lubbock



Zone Case Number: 3224 42118
FLORES, RALPH
3405 I-27

LUBBOCK TX 79404

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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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.: 3224**

In Favor of ___

Opposed √ NO NO

Reasons and/or Comments:

RECEIVED
JAN 31 REC'D
PLANNING DEPARTMENT

Print Name MARTIN FLORES

Signature: Martin Flores

Address: 1802-19th

Address of Property Owned: 1802-19th Lubbock, Tx

93 of 157

Zone Case Number: 3224 42124
FLORES MARTIN
3405 INTERSTATE 27

LUBBOCK TX 79404-2345

530

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(7)

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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.: 3224**

In Favor of X

Opposed ___

RECEIVED
FEB 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name RITA G. PETTIGREW

Signature: Rita G. Pettigrew

Address: 2323 20TH STREET 79411

Address of Property Owned: SAME

Zone Case Number: 3224 38271
PETTIGREW, RITA
2323 20TH ST

LUBBOCK TX 79411-1001

7

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.: 3224

In Favor of X

Opposed ____

RECEIVED
FEB 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

See Attached Letter

Print Name E. Z. "Ted" Hogan, Jr.

Signature: E Z Hogan Jr

Address: 2301 18th Street, Lubbock, TX 79401

Address of Property Owned: Properties owned within 200' notice range:

2205 18th Street
2213 18th Street
2219 18th Street
2222 18th Street
2223 18th Street
2301 18th Street
2302 18th Street
2301 19th Street

Zone Case Number: 3224 43174
HOGAN E Z JR
2301 18TH ST

LUBBOCK TX 79401-4409

7

E. Z. "Ted" Hogan Jr
2301 18th. Street
Lubbock, Texas 79401
806-765-7182
February 3, 2014

RECEIVED
FEB 03 REC'D
PLANNING DEPARTMENT

Honorable Members
Planning & Zoning Commission
City of Lubbock
Fax (806) 775-2100

Re: Reply, Zone Case 3224

Dear Members:

It's vital to protect Lubbock High School and this gateway street and I urge you to adopt more restrictive zoning. I own the business building at the northwest corner of 19th and Ave. W (2302 19th St) and I will benefit by having a nicer street and no future incompatible uses for neighbors.

I do not think C-3 is restrictive enough. C-3 allows uses that are incompatible with Lubbock High. C-3 would permit used tire stores, huge package stores, gas stations with outside display, and car washes. Game rooms would also be allowed as a conditional use.

I think the service station on the northeast corner of University and 19th should be C-3 and remain a legal conforming use, in keeping with University Ave. Other than that, I urge you to change the street to C-2, which is within your power.

Most of the current uses on 19th St. are allowed in a C-2 zone. There are about 70 properties affected by this proposal. If all these properties were in a C-2 zone, my count is that all but 13 of the existing businesses would remain legal conforming businesses. The 13 that would be made non-conforming are 1 pawn shop, 2 body shops, 2 used car lots, 2 tattoo parlors, 1 car wash, 1 auto repair shop, 1 second hand store, 1 printer, 1 vacant auto repair shop, and the gas pumps at 7-Eleven. (7-Eleven's gas pumps are allowed as a conditional C-2 use.)

If you change the zoning to C- 3, eleven of these thirteen uses will be non-conforming. Only the car wash and the 7-11 gas tanks would remain as conforming uses.

If you do change the zoning to C-3, please include an exception that tire stores, package stores over 8750 sq. ft, gas stations, quick tune or oil change facilities, car washes, and game rooms are not permitted. None of these uses exist now and it should stay that way to protect Lubbock High School and the surrounding area. Thank you for your consideration.

Yours truly,

E. Z. "Ted" Hogan, Jr.

17

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.: 3224**

In Favor of X

Opposed ___

Reasons and/or Comments:

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FEB 04 REC'D
PLANNING DEPARTMENT

Print Name Gary LeCroy

Signature: [signature]

Address: 9204 Gardner Ave. 79452

Address of Property Owned: ___

151 of 157

Zone Case Number: 3224 57187
LECROY, GARY
9204 GARDNER AVE

LUBBOCK TX 79424-3633

FEB. 3. 2014 5:08PM WHITES KNIGHTS LIMO NO. 777 P. 1

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.: 3224**

In Favor of ____

Opposed X

RECEIVED
FEB 07 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

I purchased this building because of the way it is currently zoned

Print Name Adam Menaldi

Signature: [signature]

Address: 5715 63rd St, Lubbock, TX 79424

Address of Property Owned: 2146 19th St, Lubbock, TX 79401

105 of 157

Zone Case Number: **3224** 42616
MENALDI, ADAM THOMAS
5715 63RD ST

LUBBOCK TX 79424

January 24, 2014

Dear 19th Street Property Owner,

A city that does not have a vibrant and thriving core, experiences deterioration and reduced economic investment at its heart. In response to this concern the City of Lubbock is proposing a zoning change to C-3 (General Retail) for a portion of the 19th Street corridor, between University Avenue and Avenue Q. Please refer to the map on the reverse of this letter to determine if your property is included in this rezoning.

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The new Zoning District illustrated on the reverse side is:

- C-3 General Retail District: The purpose of this district is to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

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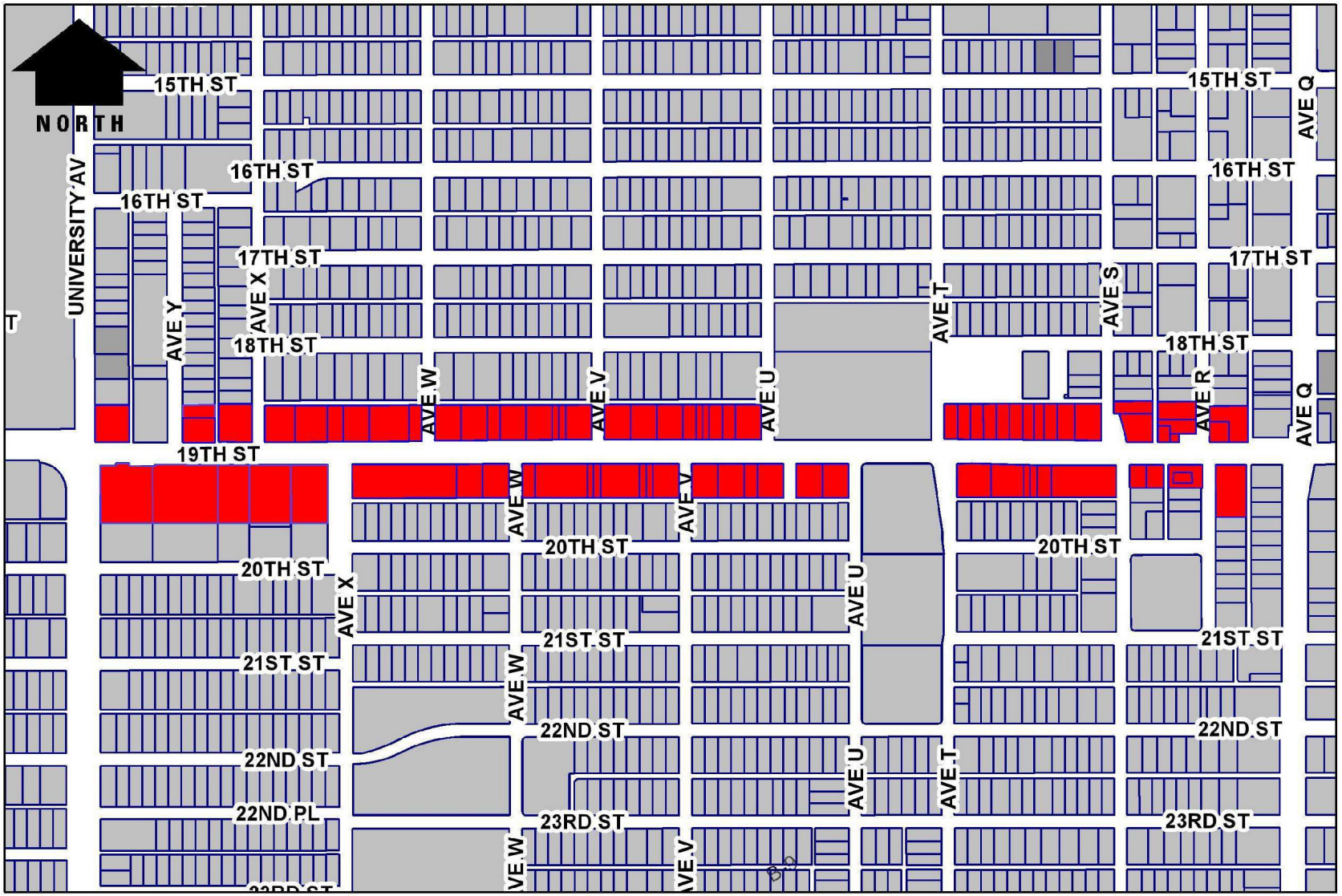
Drew Paxton 775-3029 or Dennis Carrizales 775-2096.

Sincerely yours,

Drew Paxton, Director of Planning



Zone Case 3224, 19th St from University Ave to Ave Q

Regular City Council Meeting **6. 2.**

Meeting Date: 02/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street, and consider an ordinance.

Item Summary

General comments:
The original zone case was for a short term office and motor bank for First Bank and Trust until the new facility was built to the south. The tree out parcels between the Covenant Southwest Lubbock Medical Clinic, the bank and the convenience store are partially zoned C-2A and part C-3. This case is simply to match the zoning for the entirety of the three lots.

Adjacent land uses:
To the northeast is an existing convenience store, to the west is Southwest Lubbock Medical Clinic, and to the south is a bank.

Comprehensive Land Use Plan:
The request is consistent with the CLUP.

Zoning Policy:
As a part of a larger development at the corner of two thoroughfares, the C-3 zoning designation is appropriate.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on traffic or the thoroughfare system. Any new curb cuts will be consistent with the current Traffic Engineering curb cut access plan.

Recommendations:
Staff recommends the case for approval with the following condition:
1. Tied to the previously approved traffic access plan (for the entire development), or a modified traffic access plan shall be reviewed by the Planning and Zoning Commission.

P&Z Commission Recommendation:
The P&Z recommended the request with a vote of 5-3, with the following condition:
1. Tied to the previously approved traffic access plan (for the entire development), or a modified traffic access plan shall be reviewed by the Planning and Zoning Commission.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - ZC 3072-A

Zone Case 3072-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3072-A;** A ZONING CHANGE FROM **C-2A** TO **C-3** ZONING DISTRICT ON **A PORTION OF TRACT 1, SOUTHWEST LUBBOCK HEALTH CENTER 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, 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. 3072-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2A** to **C-3** zoning district on **a portion of Tract 1, Southwest Lubbock Health Center Addition,** City of Lubbock, Lubbock County, Texas located at **5207 98th Street,** subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the previously approved traffic access plan (for the entire development), or a modified traffic access plan shall be reviewed by the Planning and Zoning Commission.**

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:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3072-A
February 6, 2014

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of a portion of Tract 1, Southwest Lubbock Health Center Addition to the City of Lubbock, being further described as follows:

BEGINNING at the Northeast corner of Tract 1, Southwest Lubbock Health Center Addition to the City of Lubbock

THENCE S. 00°04'00" E. an approximate distance of 175.0 feet to a point;

THENCE S. 44°57'15" W. an approximate distance of 48.5 feet to a point;

THENCE S. 89°57'15" W. an approximate distance of 54.7 feet to a point;

THENCE N. 00°04'00" W. an approximate distance of 210.6 feet to a point found in the South right-of-way of 98th Street;

THENCE S. 87°11'10" E., along the said South right-of-way, an approximate distance of 26.0 feet to a point;

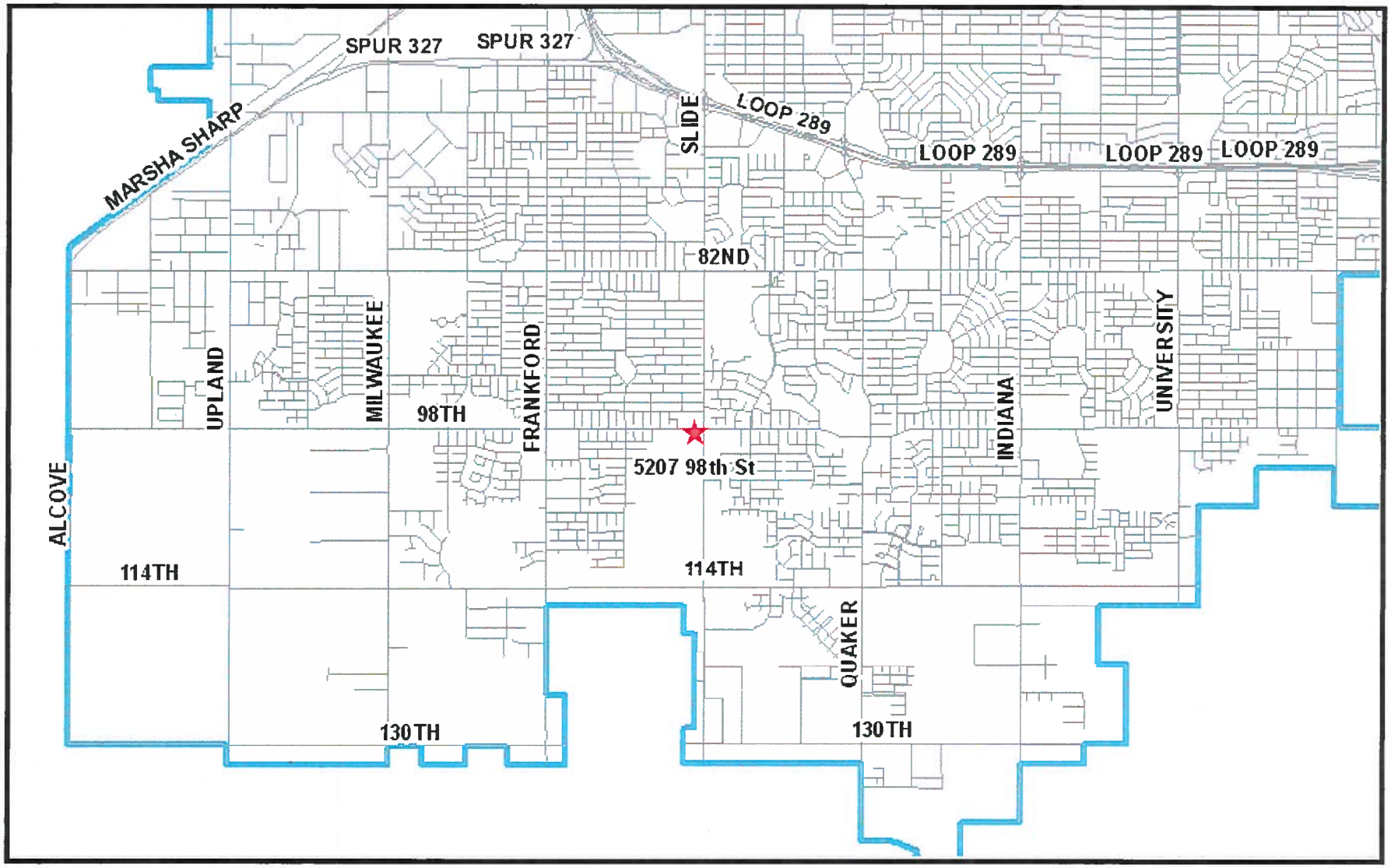
THENCE N. 89°57'15" E., continuing along the South right-of-way, an approximate distance of 63.0 feet to the Point of Beginning.

Contains an approximate 0.4 acres.

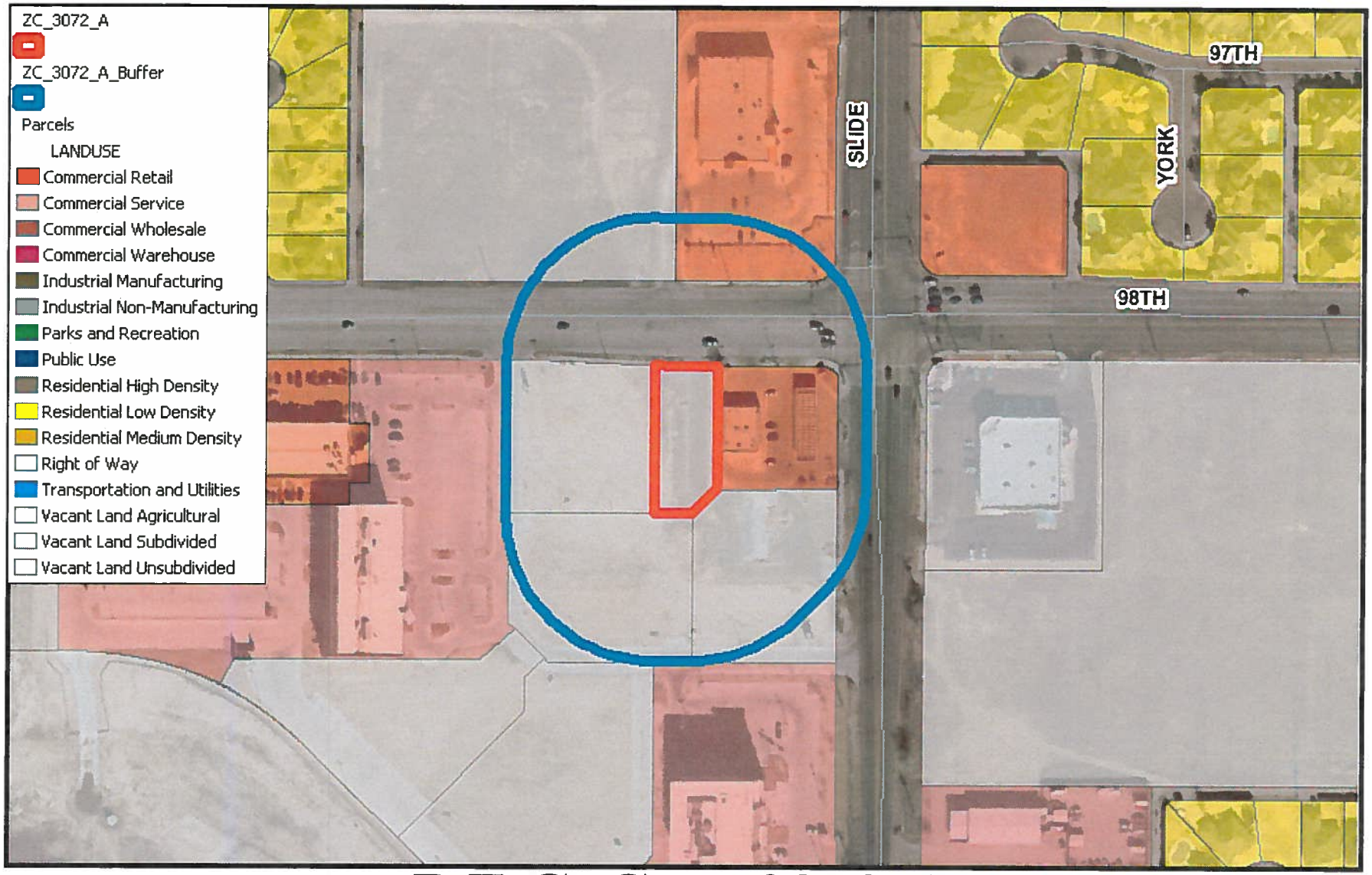
PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Racer Car Wash
January 17, 2014

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

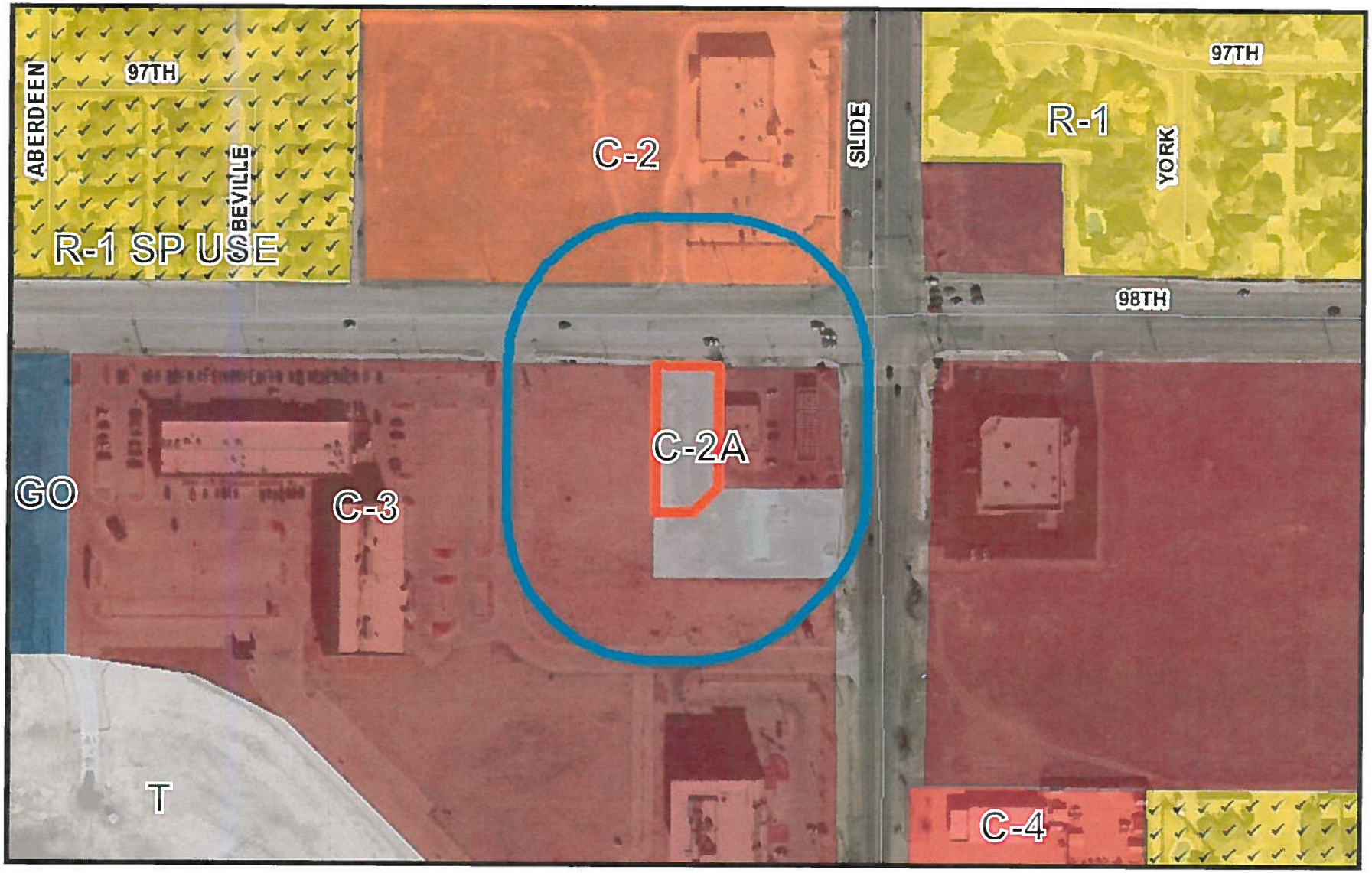


P.Z.C. Case 3072-A



P.Z.C. Case 3072-A

Request of GST RE LLC for a zoning change from C-2A to C-3, 5207 98th Street



P.Z.C. Case 3072-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) GST RE LLC DBA Racer Car Wash

4513 13th Street
Street/Post Office Box

Lubbock TX 79416
City State Zip

(806) 789-2123
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 98th & Slide (SW)

Legal Description:* metes & bounds

Existing Land Use: vacant **Existing Zoning:** C2-A

Acreage or Square Footage of Property: _____

Zoning Requested: C-3

Proposed Development: car wash

If property is not subdivided, will preliminary plat be submitted? Yes _____ No ✓

Applicant's 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 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

M+B MP 42

Rec: 18024
CH: 2009

Zone Case No.: 3072-A **Agenda No.:** _____

Request for zoning change from: C2-A **To:** C-3

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 5207 98th St and 9812 Slide Rd

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.: 3072-A**

In Favor of ___

Opposed X

Reasons and/or Comments: Please see attached

RECEIVED
FEB 03 REC'D
PLANNING DEPARTMENT

Print Name _____

Signature: _____

Address: 9816 Slide Road

Address of Property Owned: 9816 Slide Road

2 of 8

Zone Case Number: 3072-A 75090
FIRST BANK & TRUST
9816 SLIDE RD

LUBBOCK TX 79424

FirstBank & Trust
Greg Garland
President

February 3, 2014

Planning & Zoning Commission
P.O. Box 2000
Lubbock, Texas 79457

Re: Planning & Zoning Case No. 3072-A

Dear Commission Members,

Please accept this letter of opposition in the above referenced case. As an established business in the immediate area we do not believe the proposed zoning request is consistent with current land development. Current use and development is medical office building, office building and light retail.

The property in question was included in a master site development project which initiated in 2005-2006 to develop the Southwest corner of 98th Street and Slide road into a premier professional location. The proposed carwash facility in this case does not comply with C-2A zoning.

We respectfully request you decline the change from C-2A to C-3 in this case.

RECEIVED
FEB 03 REC'D
PLANNING DEPARTMENT

Sincerely,

Greg Garland
President

CGG/mm

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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.: 3175-A**

In Favor of ___

Opposed X

Reasons and/or Comments:

RECEIVED
FEB 16 REC'D
PLANNING DEPARTMENT

Print Name SYLVIA PEOPLES

Signature: Sylvia Peoples

Address: _____

Address of Property Owned: 514 N HOMESTEAD

3 of 18

Zone Case Number: 3175-A 54280
PEOPLES, SYLVIA C
514 N HOMESTEAD AVE

LUBBOCK TX 79416-3340

02/06/2014 09:28 FAX 806 775 5275 ABC Bank MEMPHIS 001

Regular City Council Meeting **6. 3.**

Meeting Date: 02/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to M-2 on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.

Item Summary

Zoning Request:

Proposed Land Use:
The proposed land use is for R-1 to IHI for a steel and aluminum storage and cutting facility.

Adjacent Land Uses:
N – vacant land - zoned R-1
S – manufactured housing development - zoned R-1
E – vacant land - zoned R-1
W – Lubbock business park, DPS office and Verison call center - zoned IDP

Planning and Zoning Commission (P&Z) Public Hearing Notes from February 6, 2014:
The property was brought before the planning and zoning commission for an asphalt plant.

Impact on the Comprehensive Land Use Plan (CLUP):
The request is consistent with the Comprehensive Land Use Plan.

P&Z Commission Recommendation:
The P&Z recommended the request with a vote of 8-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3117-A

Zone Case 3117-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3117-A;** A ZONING CHANGE FROM **R-1** TO **IHI** ZONING DISTRICT ON **31.76 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 8,** 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. 3117-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 **IHI** zoning district on **31.76 acres of unplatted land out of Block A, Section 8**, City of Lubbock, Lubbock County, Texas, located at **2712 North MLK JR Boulevard.**

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:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3117-A
February 6, 2014

7. Legal description of the land:
The South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eight (8), Block A, Certificate No. 397, original grantee, T.T. Ry. Company, Abstract No. 495, Lubbock County, Texas, SAVE AND EXCEPT the following two tracts of land:

Save and Except Tract 1: A 7.842 acre tract of land out of the South One-Half (S/2) of the North One-Half (N/2) of the Southwest Quarter (SW/4) of Section Eight (8), Block A, Abstract 1242, Lubbock County, Texas, described in Warranty Deed dated September 1, 1966, recorded in Volume 1101, Page 175, Deed Records of Lubbock County, Texas, and described by metes and bounds as follows:

BEGINNING at a nail set in the West line of Section 8, Block A, and in Quirt Avenue, a distance of 1320 feet North of the Southwest corner of Section 8, for the Southwest and beginning corner of this tract; whence a ½" iron pipe bears East 30 feet;

THENCE North 280 feet with the West line of Section 8, and along Quirt Avenue set nail for the Northwest

corner of this tract, whence a ¾" iron pipe bears East 30 feet;

THENCE East 1220 feet set ¾" iron pipe for the Northeast corner of this tract;

THENCE South 280 feet set ¾" iron pipe in the South line of the North One-Half of the Southwest One-Fourth of Section 8, for the Southeast corner of this tract;

THENCE West 1220 feet with the South line of the North One-Half of the Southwest One-Fourth of Section 8 to the place of beginning.

Save and Except Tract 2: A parcel of land containing 0.442 acres of land, more or less, out of a 40.00 acre tract in the South half of the North half of the Southwest one-quarter of Section 8, Block A, Lubbock County, Texas; said 40.00 acres was conveyed to Georgia Hefner by Raymond E. Hefner by Deed dated September 21, 1957 and recorded in Volume 670, Page 219, Deed Records, Lubbock County, Texas; said 0.442 acre tract is described in Warranty Deed dated September 10, 1976, recorded in Volume 1490, Page 805, Deed Records of Lubbock County, Texas, and is more particularly described by metes and bounds as follows:

BEGINNING at a point on the West boundary line of Section 8, Block A, said point is the Northwest corner of said 40.00 acre tract and bears South 88°4'29" East, a distance of 5,280.00 feet, thence South 1°54'42" West, a distance of 3,327.10 feet from the Southwest corner of Section 10, Block A; said point also being the common boundary line and the Southwest corner of a tract of land owned by Brazos, Inc.;

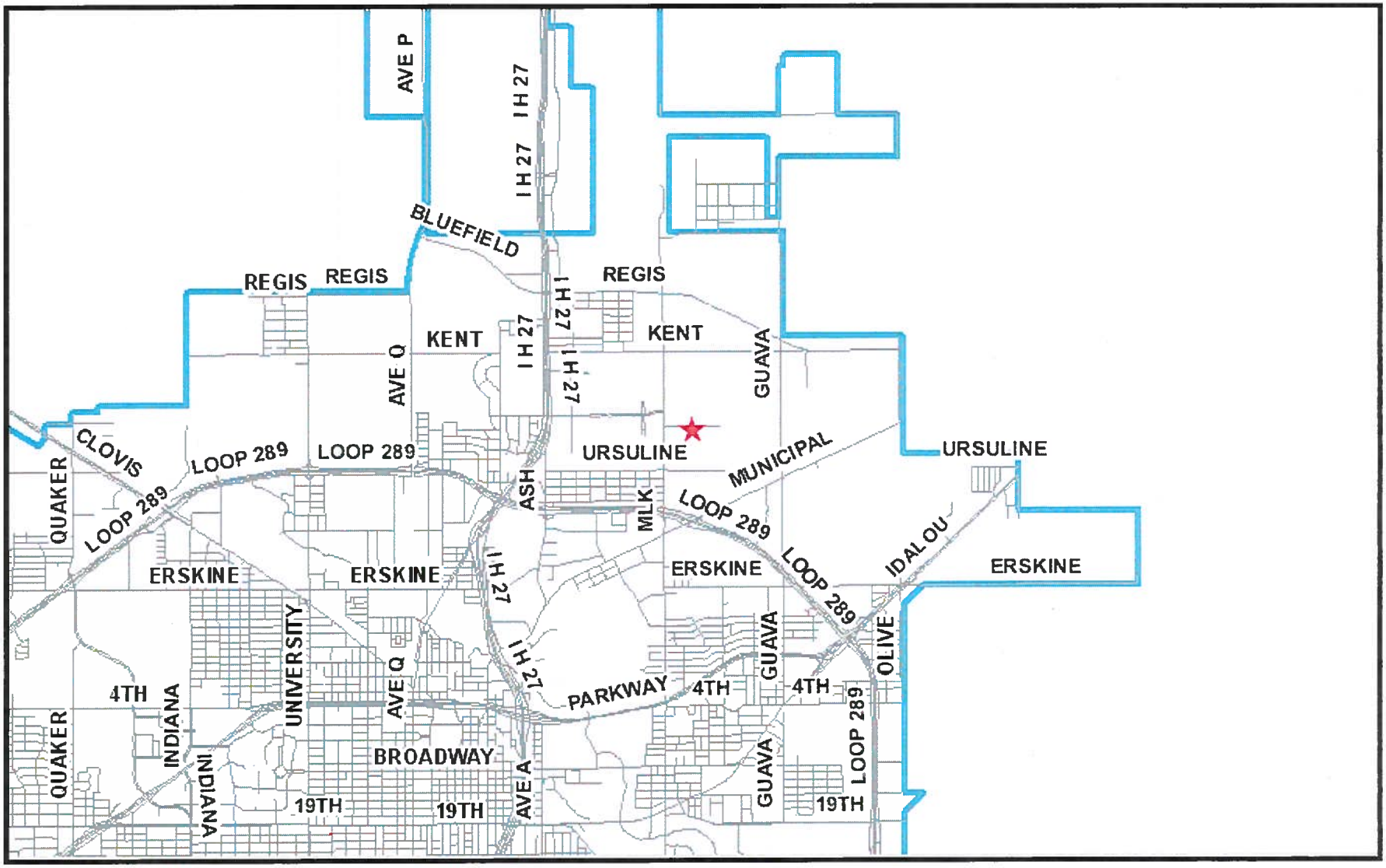
THENCE South 88°5'18" East, along the North property line of said 40.00 acre tract, a distance of 49.91 feet to a point;

THENCE South 1°54'42" West, a distance of 385.50 feet to a point on the South property line of said 40.00 acre tract, said South property line being the common boundary line with the American Bank of Commerce, Wolfforth, Texas;

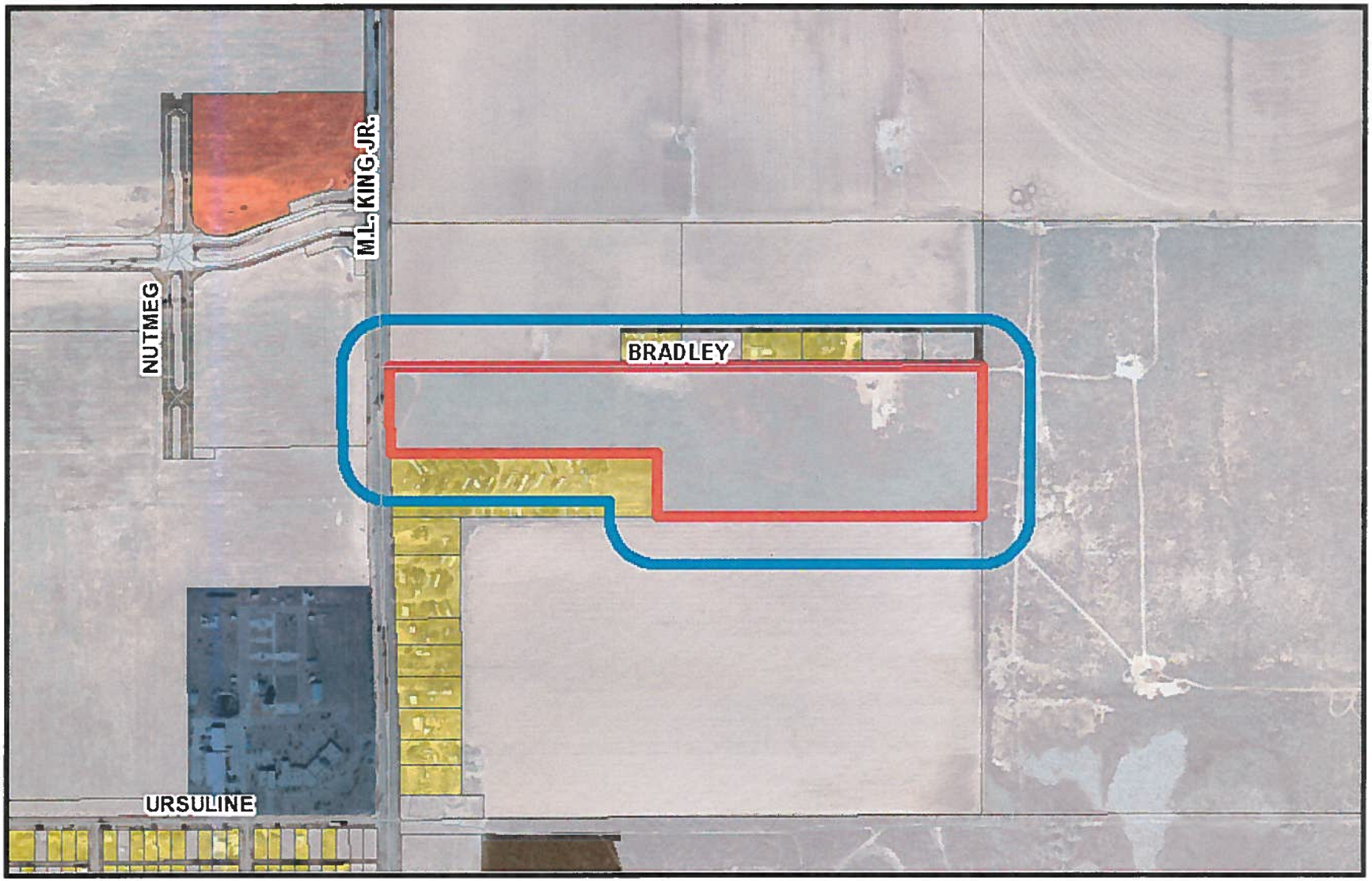
THENCE North 88°5'18" West, along the South property line of said 40.00 acre tract, a distance of 49.91 feet to a point on the West boundary line of Section 8, Block A;

THENCE North 1°54'42" East, along the West boundary line of Section 8, Block A, a distance of 385.50 feet to the Place of Beginning, containing 0.442 acre of which approximately 0.265 acre is in an existing road.

Note: The Company does not represent that the above square footage or acreage calculations are correct.

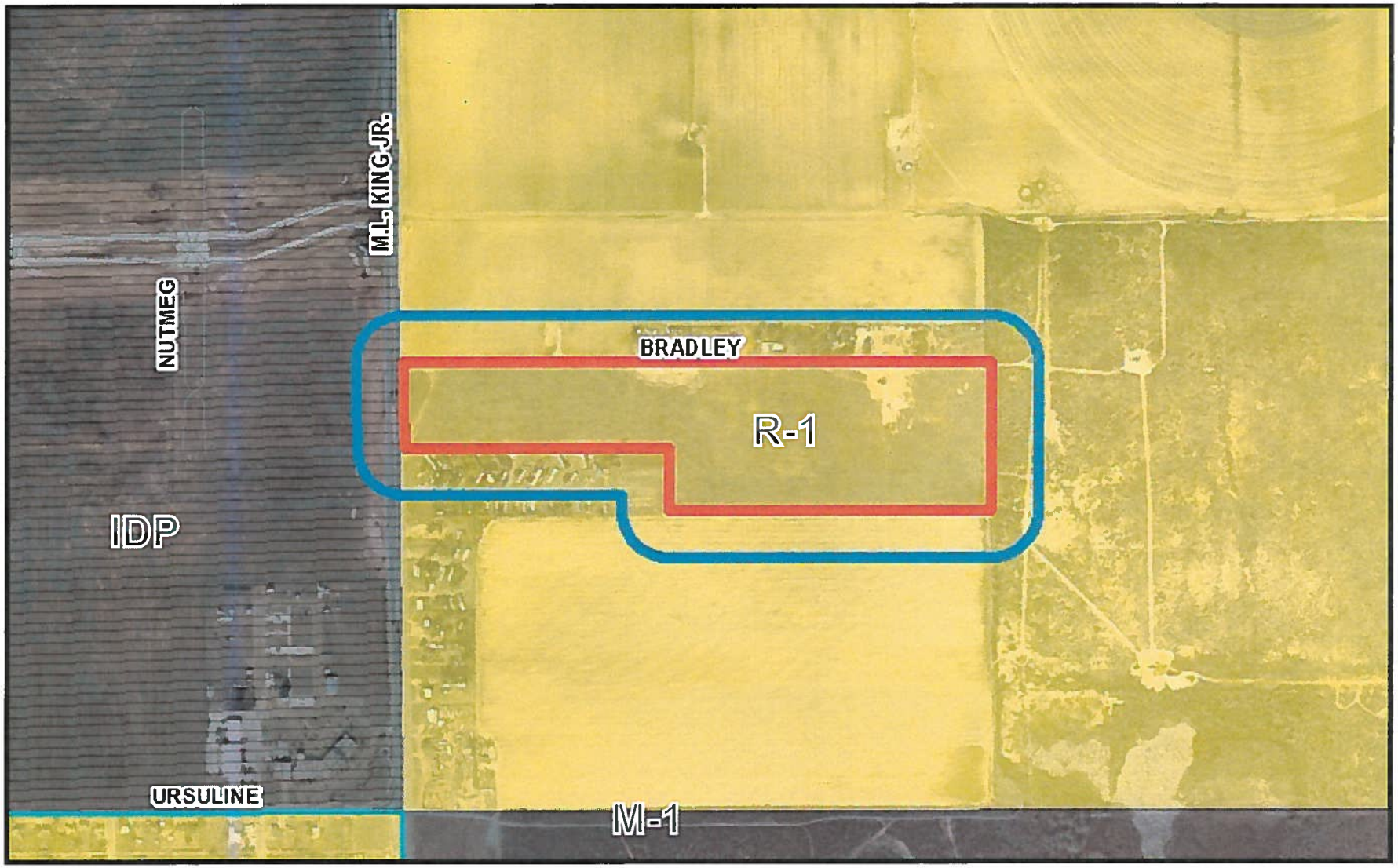


P.Z.C. Case 3117-A



P.Z.C. Case 3117-A

Request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to M-2, 2712 North MLK JR Boulevard



P.Z.C. Case 3117-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Morris Rubenstein

11524 County Rd 128 W
Street/Post Office Box

Midland TX 79711
City State Zip

(432) 563-5051
Telephone

For Marco Steel and Aluminum, Inc.

5618 N. David Ave.
Street/Post Office Box

Lubbock TX 79403
City State Zip

(806) 749-5051
Telephone

Location or Address: N MLK BLVD

Legal Description:* BLK A SEC 8 AB 945 TR D1 ACS: 31.76

Existing Land Use: Vacant Land **Existing Zoning:** R1

Acreage or Square Footage of Property: 31.76 AC

Zoning Requested: M-2

Proposed Development: Metal service center, we have existing lease on 3 building with the City of Lubbock dating back to May of 2002. Now we are wanting to expand our business.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No XX

Morris T Rubenstein
Applicant's Signature

December 27th, 2013
Date

(CH: 1844
REC: 18021)

Filing Fee: $567.28
($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

PM: 12 Map 73

Zone Case No.: 3172-A **Agenda No.:** _____

Request for zoning change from: R-1 **To:** M-2

31.76 acres of unplatted land out of Block A- section 8 tract Out

on Lot(s): _____ **Block(s):** _____

Subdivision: — **Address:** 2212 N. MLK Blvd

South of Bradley and East of MLK Jr Blvd.

January 7, 2014

City of Lubbock Zoning Department

Dear Board Members:

Marco Steel and Aluminum is a metal service center currently located at 5618 N. David Ave. Lubbock, TX. Our normal business hours are Monday – Friday 6:00 AM to 5:00 PM. We are closed Saturday and Sunday. We are one of three branches with our corporate office located in Midland, TX where the President, Morris Rubenstein, resides.

In May of 2002 Marco Steel and Aluminum opened in Lubbock leasing three warehouses from the Lubbock International Airport. I am sure they will testify that we have been a loyal tenant for the past 12 years.

We are a metal service center. We stock stainless, aluminum, carbon and alloy material. In Lubbock we will offer value added services for our customers that include cut to length parts on our 18" CNC saw, CNC shearing, CNC shape cutting with plasma. In these processes we do not store or use hazardous liquids or materials. We are inspected yearly by the Lubbock Fire Department.

Our material is received and delivered mainly on our company trucks normally between 6 a.m. and 5 p.m. Monday through Friday. We have a 45/ft, a 36/ft and a 24/ft flatbed truck that we use for delivery as well as a pickup and a 16/ft trailer. Our material comes in usually 3 times a week on a 45/ft tarped flatbed. We do occasionally get LTL shipments between 8:00 a.m. and 5:00. p.m. We have very little foot traffic.

Our intent with the purchase of this land is to build a 100/ft X 200/ft building and bring everything that we currently have in 3 buildings under one roof. We will have an attached building for our offices and break room for the employees.

If you have any questions please give me a call at 749-5051.

Sincerely,

Jay Roberts

General Manager

5618 N. David Ave ▪ PO Box 1619 ▪ Lubbock, TX▪ Phone: 806-749-5051 ▪ jwroberts@marcosteel.com
WWW.MARCOSTEEL.COM

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

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.: 3117-A**

In Favor of ___

Opposed X

Reasons and/or Comments:

RECEIVED
FEB 06 REC'D
PLANNING DEPARTMENT

Print Name A. L. O'Neal Family Trust

Signature: A.L. O'Neal Family Trust

Address: 2107 56TH ST LUBBOCK TX 79412

Address of Property Owned: 2107-56TH ST LUBBOCK TX 79412

5 of 12

Zone Case Number: **3117-A** 134
O'NEAL A L TRUST
% H E O'NEAL TRUSTEE
2107 56TH ST

LUBBOCK TX 79412-2614

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(2)

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.: 3117-A**

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
JAN 30 REC'D
PLANNING DEPARTMENT

Print Name Johnny McDonald

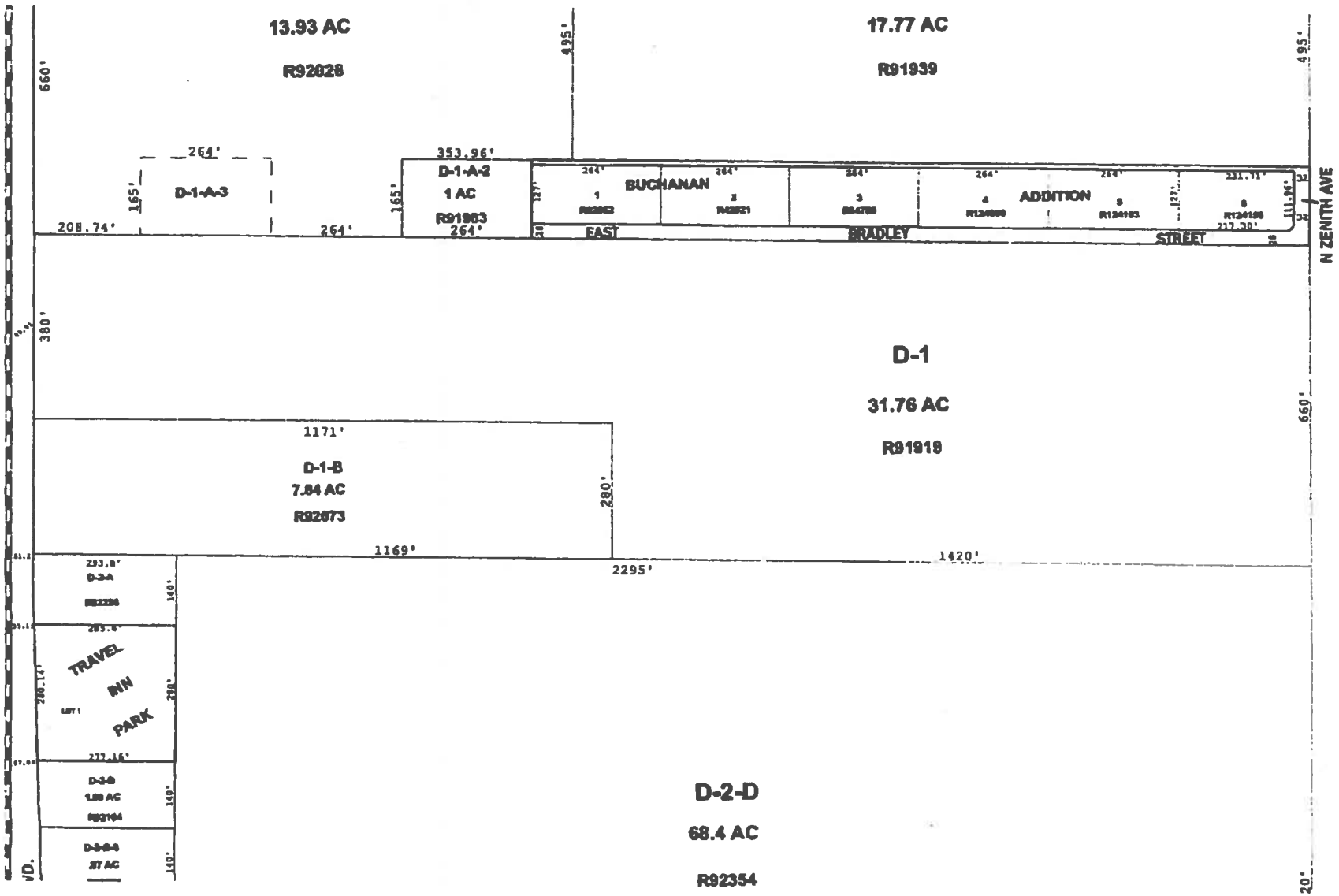
Signature: J. McDonald

Address: PO Box 1586 Lubbock, TX 79408

Address of Property Owned: 2712 N. MLK

Zone Case Number: **3117-A** 121
MCDONALD, JOHNNY
P O BOX 1586

LUBBOCK TX 79408-1586


13.93 AC
R92028
17.77 AC
R91939
660'
495'
264'
165'
D-1-A-3
353.96'
D-1-A-2
1 AC
R91983
208.74'
264'
BUCHANAN
ADDITION
EAST
BRADLEY
STREET
N ZENITH AVE
380'
D-1
31.76 AC
R91918
1171'
D-1-B
7.84 AC
R92073
280'
1169'
1420'
2295'
TRAVEL
INN
PARK
D-2-D
68.4 AC
R92354
20'

Regular City Council Meeting **6. 4.**

Meeting Date: 02/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard, and consider an ordinance.

Item Summary

General comments:
The applicant is requesting that this tract of land be zoned C-4 limited to an office warehouse and all C-3 uses. As shown on the proposed site plan, there will be a limited vehicle and equipment storage area behind the building.

One adjacent property owner spoke in favor or the case.
A second property owner spoke in opposition. His major concerns were related to traffic, streets, and flood zones.

Adjacent land uses:
N- a home and vacant property
S- vacant
E- several businesses and vacant land
W- a home and vacant property
The property surrounding is all zoned R-1.

Comprehensive Land Use Plan:
The CLUP has this intersection, like most major thoroughfares, planned for commercial zoning. The request is consistent with the CLUP.

Zoning Policy:
While open C-4 would not normally be a policy case at this location the request is submitted to allow only one use in C-4: office warehouse. The applicant also asks that the parcel be allowed all permitted C-3 uses.
Effect on the adjacent street and thoroughfare system:
The zoning should have little to no impact on the thoroughfare system.

Staff Recommendations:
Depending on the response from the neighborhood, staff recommends the following conditions:
1. Tied to the proposed site plan, future site plan development shall be reviewed by the Planning and Zoning Commission.
2. Use of the property shall be C-4 limited to office warehouse development and all unconditionally permitted C-3 uses.

P&Z Commission Recommendation:
The P&Z recommended the request with a vote of 8-0, with the following conditions:

1. Tied to the proposed site plan, future site plan development shall be reviewed by the Planning and Zoning

Commission.
2. Use of the property shall be C-4 limited to office warehouse development and all unconditionally permitted C-3 uses.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - ZC 3124-A

Zone Case 3124-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3124-A;** A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT LIMITED TO **AN OFFICE WAREHOUSE AND ALL UNCONDITIONALLY PERMITTED C-3 USES**, ON **LOT 2, BLOCK 4, TRIGG HEIGHTS 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, 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. 3124-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 **limited to an office warehouse and all unconditionally permitted C-3 uses** on **Lot 2, Block 4, Trigg Heights Addition,** City of Lubbock, Lubbock County, Texas, located at **8008 MLK JR. Boulevard; subject to conditions, and being further described as follows:**

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the proposed site plan, future site plan development shall be reviewed by the Planning and Zoning Commission; and**

2. **THAT the use of the property shall be C-4 limited to office warehouse development and all unconditionally permitted C-3 uses.**

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:

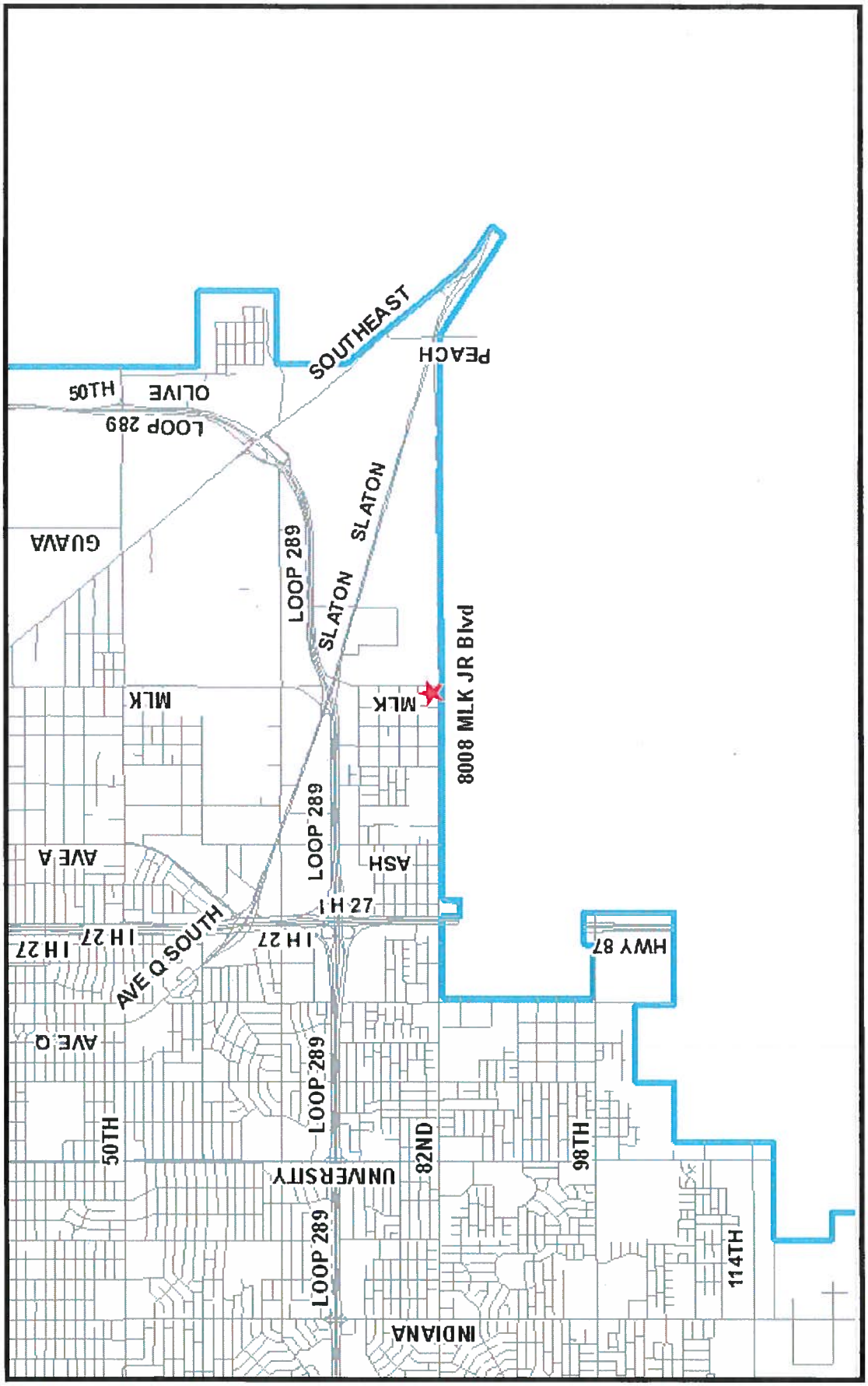
_____
Andrew Paxton, Director of Planning

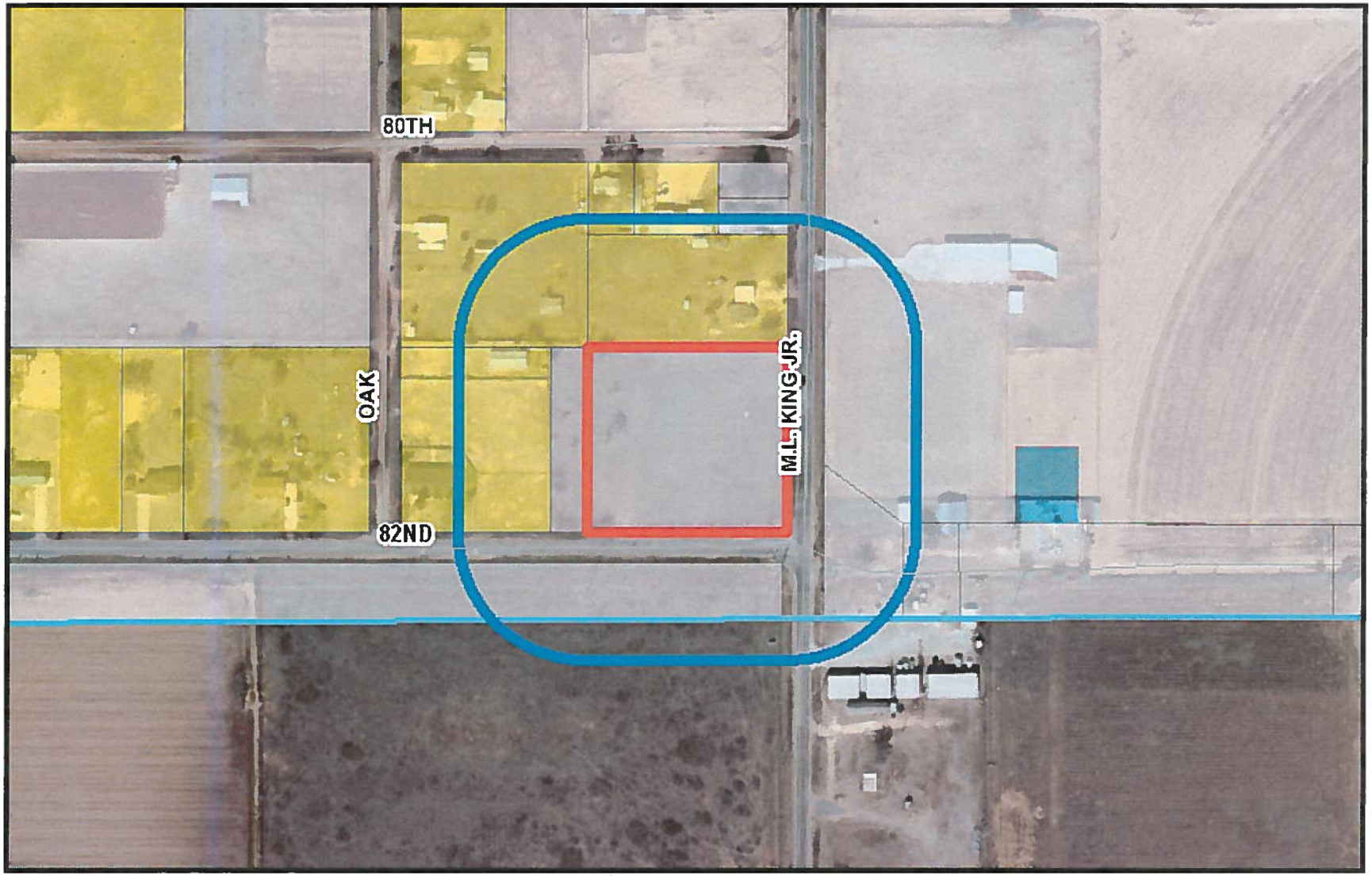
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3124-A
February 6, 2014

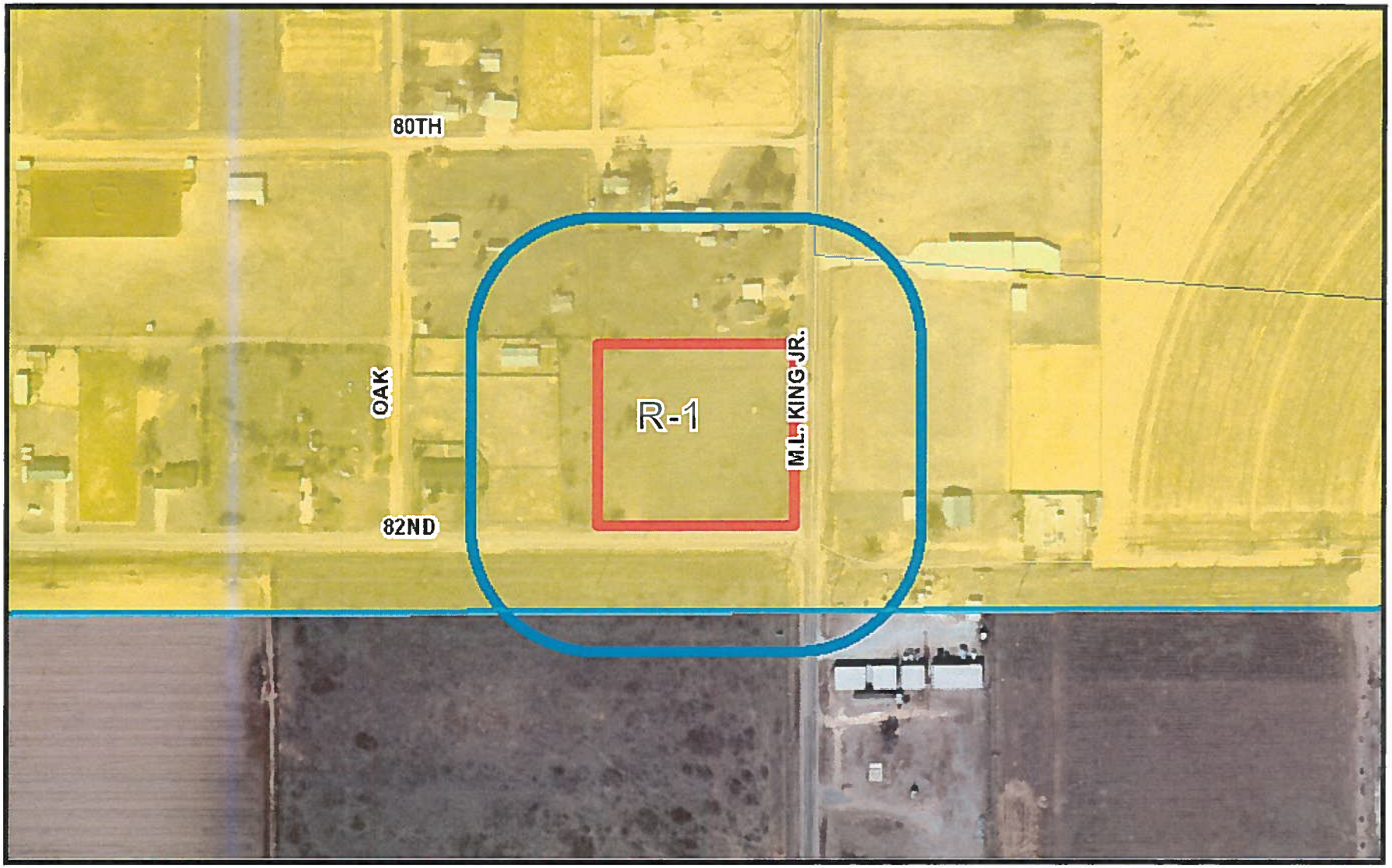
P.Z.C. Case 3124-A





P.Z.C. Case 3124-A

Request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses, 8008 MLK Jr Boulevard



P.Z.C. Case 3124-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Genaro Garcia

2617 80th
Street/Post Office Box

Lubbock, TX 79423
City State Zip

(806) 535-1554
Telephone

For

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 8008 MLK

Legal Description:* Trigg heights Block 4 1 of 2

Existing Land Use: **Existing Zoning:** R1

Acreage or Square Footage of Property: 100650 FT

Zoning Requested: C-4 Limited office warehouse and all UN conditionally Permited C-3 uses

Proposed Development: Electrical office / warehouse

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Applicant's Signature **Date**

Filing Fee: 478.00 pd TC # 18322 CK # 10264

($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: 63457 MAP 18

Zone Case No.: 3124-A **Agenda No.:** _____

Request for zoning change from: R-1 **To:** C-4 limited to a contractor Woodw office & all unconditionally permitted C-3 uses

on Lot(s): 2 **Block(s):** 4

Subdivision: Trigg heights **Address:** 8008 MLK Blvd

SHEET NO C1.0	D·L·C DESIGNS PHONE 806-632-4837 EMAIL jaimedlc@pls-online.net	Genaro Development 82nd Street and Martin Luther King Lubbock, TX			REVISIONS

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

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.: 3124-A**

In Favor of ✓

Opposed ___

RECEIVED
FEB 06 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Liria Rivera - spouse

Signature: Liria Rivera

Address: 8120 MLK BLVD, Lubbock, TX 79404

Address of Property Owned: 8120 MLK BLVD Lubbock, TX 79404

3 of 9

Zone Case Number: 3124-A 63452
RIVERA, SUSANO
8120 MLK BLVD

LUBBOCK TX 79404

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

13

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.:** ***3124-A***

In Favor of ✓

Opposed ____

RECEIVED
FEB 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name LEROY BUSBY

Signature: Leroy Busby

Address: 3003-67

Address of Property Owned: 80 MLK

Zone Case Number: **3124-A** 82243
BUSBY, LEROY
3003 67TH ST

LUBBOCK TX 79413

Regular City Council Meeting **6. 5.**

Meeting Date: 02/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street, and consider an ordinance.

Item Summary

Zoning Request:

Proposed Land Use:
The proposed land use is for a rezone from R-1 to A-2 for apartments.

Adjacent Land Uses:
N – single family residential - zoned R-1
S – park/model airplane park - zoned R-1
E – vacant land - zoned R-1
W – Willow Bend - zoned R-1 Specific Use for Single Family Residences

Planning and Zoning Commission (P&Z) Public Hearing Notes from February 6, 2014:

Although this request does not meet the Comprehensive Land Use Plan, this area is in need of redevelopment. After the development of Willow Bend ceased and has not restarted, the area could benefit from redevelopment adjacent to it.

Since there is existing residential to the north, the proponent would be required to provide a screening fence. Staff is recommending that the screening fence be waived to the east and south.

Effects on the adjacent street and thoroughfare system:
None. Inler is a two-lane strip paved road designated to be a thoroughfare capable of handling the traffic flow for an apartment complex and is currently TxDOT jurisdiction.
There is a long range plan for seven lanes, possibly five, but no immediate plans.

Impact on the Comprehensive Land Use Plan (CLUP):

The request would be a minor change to the Comprehensive Land Use Plan, but consistent with it's intent.

P&Z Commission Recommendation:
The P&Z recommended the request with a vote of 8-0, with the following condition:

1. Screening fence to the West(front) property line is not required

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3223

Zone Case 3223.pdf

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. 3223;** A ZONING CHANGE FROM **T** TO **A-2** ZONING DISTRICT ON **20.2 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2,** 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. 3223

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 **A-2** zoning district on **20.2 acres of unplatted land out of Block D-6, Section 2**, City of Lubbock, Lubbock County, Texas, located at **East of Inler Street and North of 11th Street,** subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

1. **THAT a screening fence along the west property line (front) is not required.**

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:

Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3223
February 6, 2014

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPION of a 20.2 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way (r-o-w) line of Inler Avenue, which bears S. 89°58'34" E. a distance of 40.0 feet from the Southwest corner of the Northwest quarter of Section 2, Block D-6, Lubbock County, Texas;

THENCE N. 00°06'00" W., along said East r-o-w line an approximate distance of 1314 feet to a point;

THENCE S. 89°58'27" E. an approximate distance of 670 feet to a point;

THENCE S. 00°06'00" E. an approximate distance of 1314 feet to a point;

THENCE N. 89°58'34" W. an approximate distance of 670 feet to the Point of Beginning.

Contains: Approximately 20.2 Acres

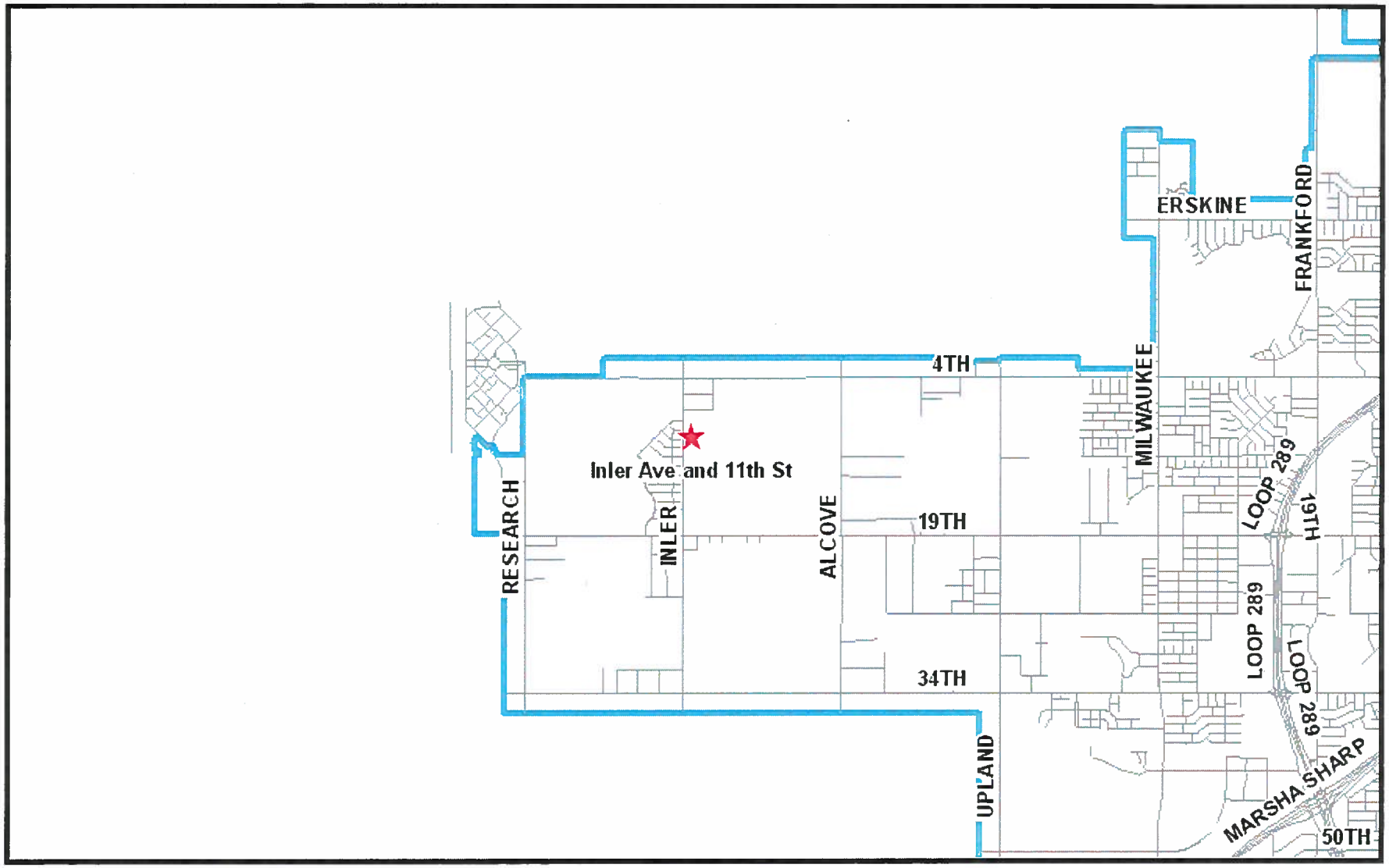
PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

PROPOSED A-2 ZONING LOCATED IN SECTION 2, BLOCK D-6

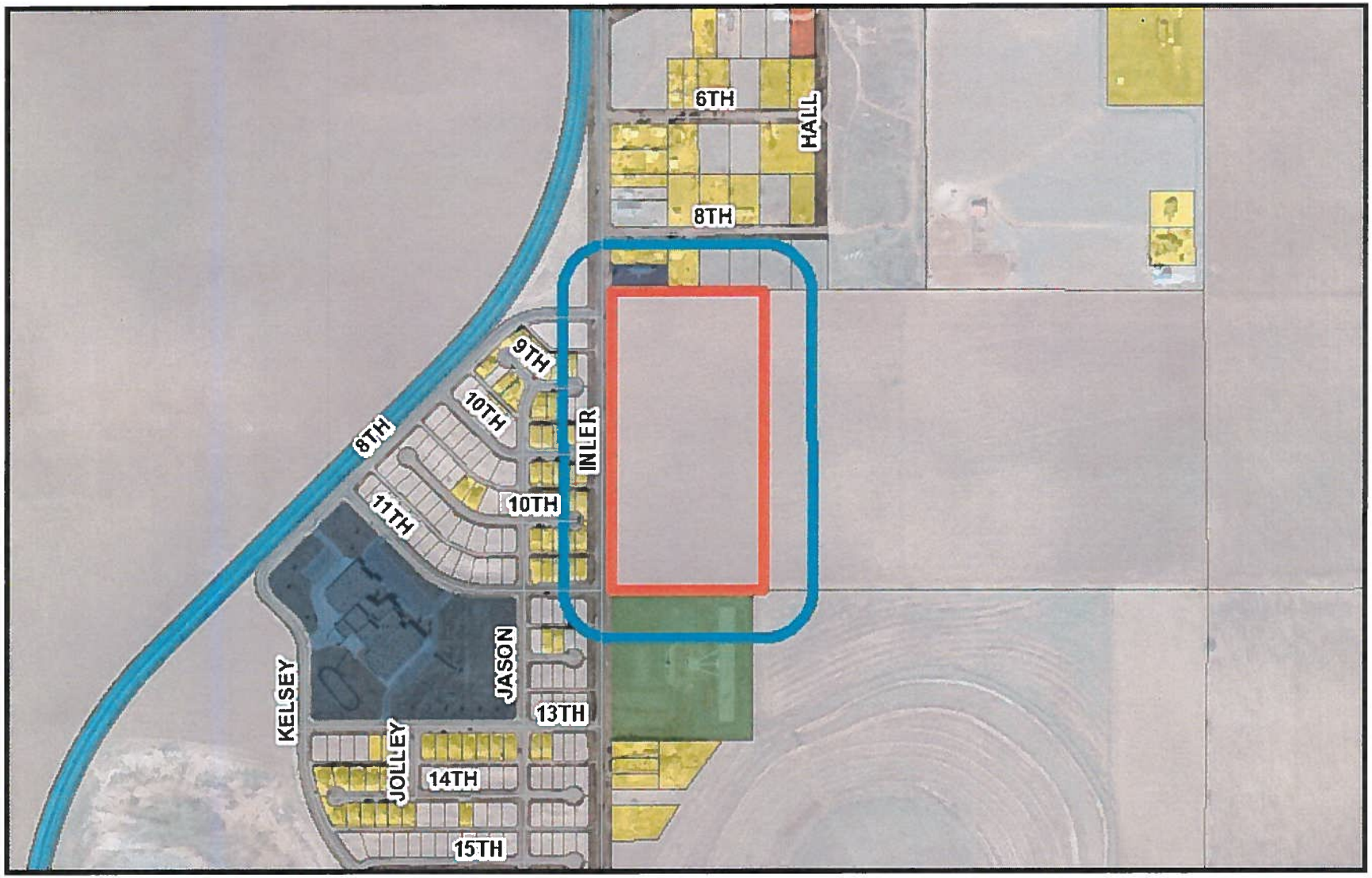
NORTH

SCALE 1:200

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

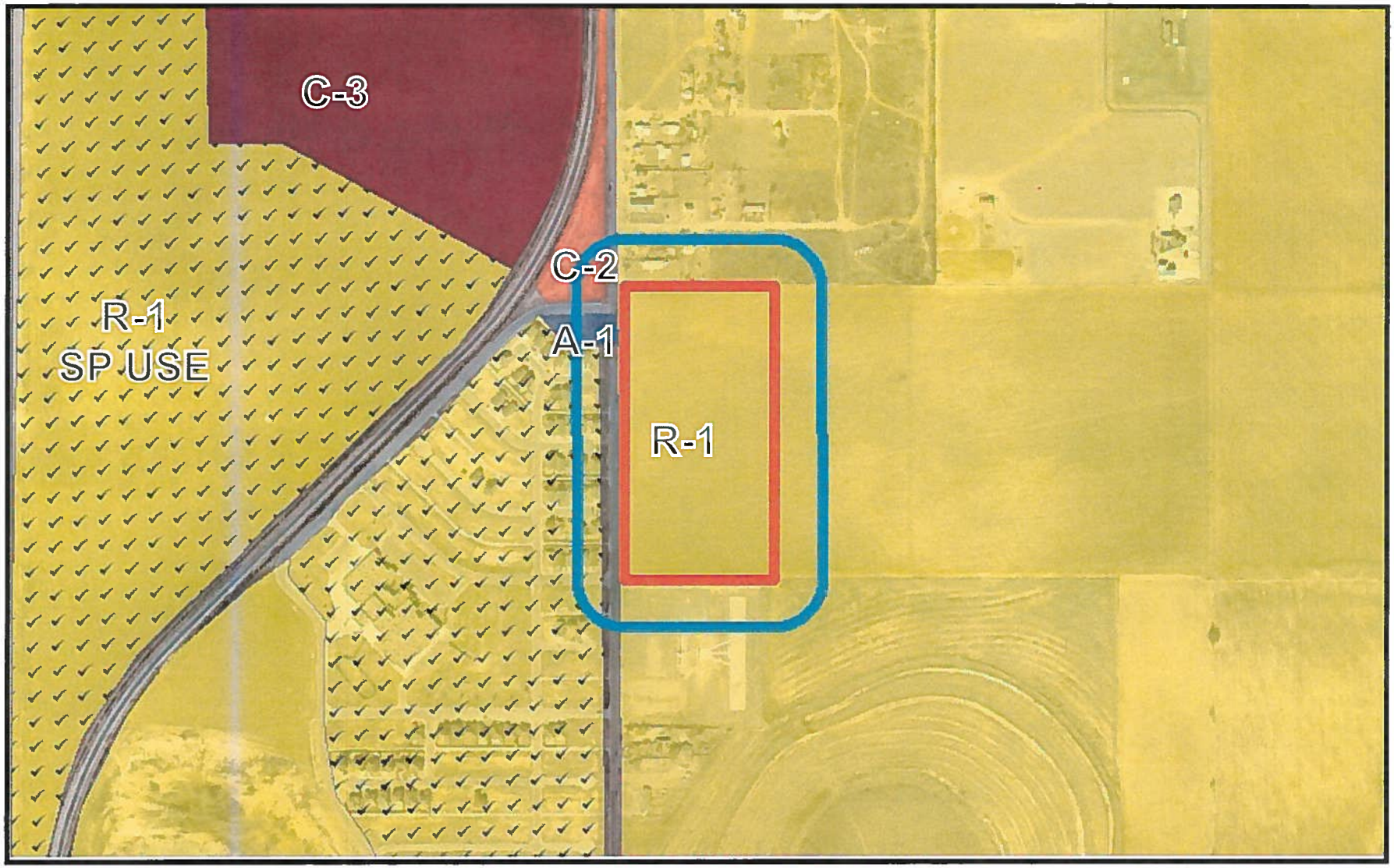


P.Z.C. Case 3223



P.Z.C. Case 3223

Request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2, East of Inler Street and North of 11th Street



P.Z.C. Case 3223 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
Huff 80, Ltd.
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas, Texas 75248
City State Zip
214-850-8838
Telephone

Location or Address: Inler and 11th Street

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: T

Acreage or Square Footage of Property: 20.2 acres

Zoning Requested: A-2

Proposed Development: Unspecified

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

January 13, 2014
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: $535 (Ford Development #3589)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

CW: 3589
PCC: 14022

For City Use Only MTB map 77

Zone Case No.: 3223

Agenda No.: _____

Request for zoning change from: R-1

To: A2

20.2 acres of unplatted land out of block D-6 Section 2

on Lot(s): —

Block(s): —

Subdivision: —

Address: ~~Inler Ave and 11th St~~ East of Inler and North of 11th Street.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPION of a 20.2 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way (r-o-w) line of Inler Avenue, which bears S. 89°58'34" E. a distance of 40.0 feet from the Southwest corner of the Northwest quarter of Section 2, Block D-6, Lubbock County, Texas;

THENCE N. 00°06'00" W., along said East r-o-w line an approximate distance of 1314 feet to a point;

THENCE S. 89°58'27" E. an approximate distance of 670 feet to a point;

THENCE S. 00°06'00" E. an approximate distance of 1314 feet to a point;

THENCE N. 89°58'34" W. an approximate distance of 670 feet to the Point of Beginning.

Contains: Approximately 20.2 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

PROPOSED A-2 ZONING LOCATED IN SECTION 2, BLOCK D-6

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Regular City Council Meeting **6. 6.**

Meeting Date: 02/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. - City Attorney: Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Richard Casner, Assistant City Attorney

Regular City Council Meeting **6. 7.**

Meeting Date: 02/27/2014

Information

Agenda Item

Ordinance 1st Reading - City Attorney: Consider adoption of an ordinance regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Richard Casner, Assistant City Attorney

Regular City Council Meeting **6. 8.**

Meeting Date: 02/27/2014

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 location of 1401 University Avenue, for an off-premise alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Sec. 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offences - 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 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 CVS Pharmacy located at 1401 University, which abuts Texas Tech University. A request for a new permit for off-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request. Many of the nearby businesses across University Avenue from Texas Tech University have been approved for similar requests.

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 Hance and President Nellis have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - CVS
Variance Request

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-O0060 at the following location: **CVS Pharmacy located at 1401 University Avenue,** Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Off-Premise Permit [BQ]**, and a 2) subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw/ccdocs/Chad/Resolutions/RES.Variance-CVS Pharmacy
February 13, 2014

First Hartford Corporation
149 Colonial Rd
Manchester, CT 06042
P: (860) 646-6555

February 10, 2014

VIA EMAIL
City of Lubbock
1625 13th Street
Lubbock, Texas 79401
Attn: Dennis Carrizales
dcarrizales@mylubbock.us

RE: Off-Premises Alcohol Sales
1401 University Ave
Lubbock, Texas 79401

Mr. Carrizales:

As the developer of the above referenced site, we are requesting a variance from Section 14.01.007 of the City of Lubbock Code of Ordinances. The proposed tenant at this site is a CVS Pharmacy for whom alcohol sales will amount to a small portion of their overall sales. The site is located within 300 feet of Texas Tech University, a public school, as well as adjacent to a Wesleyan Community Center and Saint John's United Methodist Church.

Please do not hesitate to contact me if you have any questions or require anything further. Thank you for your time and consideration.

Sincerely,
First Hartford Development Corporation

Scott Burns

cc: Drew Paxton

Regular City Council Meeting **6. 9.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31018285 with Associated Supply Company, Inc. for three backhoe loaders.

Item Summary

This item is for the replacement of three backhoes for the Water Distribution & Maintenance Department. These units replace two 2007 and one 2008 models. The two units from 2007 average over $30,000 in repair costs with the 2008 unit is close to $20,000 to date and average over 3,000 hours each. The backhoes are used daily for excavation of broken water and sewer lines for maintenance and repairs.

A request for quotes was issued through the BuyBoard purchasing system and three quotes were received from local vendors. Staff recommends the purchase order contract award to the lowest quote meeting all specifications from Associated Supply Company, Inc. of Lubbock, Texas for $230,400. The purchase is made through the Association of School Boards Local Government Purchasing Cooperative, Contract 345-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and is used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

A budget amendment is included on this agenda to change the funding source on these items to cash, instead of Master Lease.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order - Associated Supply Company, Inc

Backhoe Loader

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. 31018285 for the purchase of backhoe with front end loader as per BuyBoard 345-10, by and between the City of Lubbock and Associated Supply Company, Inc., 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:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Associated Supply-PurchaseOrd
February 12, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 02/11/2014
Order Number 31018285 000 OP
Branch/Plant 3526

TO: ASSOCIATED SUPPLY COMPANY INC
2102 E SLATON ROAD
LUBBOCK Texas 79452

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

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

Ordered 02/11/2014 Freight .
Requested 02/11/2014 Taken By D.TORRES
Delivery PER V.LANDRY/REQ 42753 BUY BOARD 345-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Backhoe Loader, Model 580SN	3.000	76,800.0000	EA	230,400.00	05/27/2014
Spec 9140					
				Total Order	
Terms NET DUE ON RECEIPT				230,400.00	

This purchase order encumbers funds in the amount of $230,400 awarded to Associated Supply Company, Inc. of Lubbock, Texas on February 27, 2014. The following is incorporated into and made part of this purchase order by reference: Quotation dated January 31, 2014 from Associated Supply Company, Inc. of Lubbock, Texas and Buy Board Contract 345-10. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Associated Supply Company, Inc.

2102 SLATON HIGHWAY
P.O. BOX 3868 - 8061745-2000
LUBBOCK, TEXAS 79452
FAX: 8061748-1268

3412 E IHAIT HWY
4321337-2823
ODESSA, TEXAS 79764
FAX: 4321337-8313

7576 I-40 EAST
P.O. BOX J 1210-8061372-8386
AMARILLO, TEXAS 79120
FAX: 8061372-1999

2203 WEST FLORIDA AVE.
432 685-9999
MIDLAND, TEXAS 79701
FAX: 4126838885

2604 S MAIN
80614 35-7773
PERRYTON, TEXAS 79070
FAX: 8061435-7187

CITY OF LUBBOCK

LUBBOCK TEXAS

-QUOTATION-

Date 01/31/2014

The following submitted for your consideration subject to the terms set forth below:

THREE (3) NEW CASE BACKHOE LOADER'S MODEL 580SN 2-WHEEL DRIVE RE: CONTRACT # 345-10

Equipped with fully enclosed Operator's cab; Heat/Air conditioning.
11Lx 16 1OPR lug tires, 17.5L24 1Opr rear tires, Extendahoe, one 18" Backhoe Bucket; Flip over pads, 82" wide long lip 1 cubic yard loader bucket, Deluxe Cab w ith R adio, Dual L e v e r C o n t r o l; Deluxe suspension cloth seat, RH tool box, Cold Start Batteries, Auxiliary Hydraulics mounted to rear of machine; and all other standard equipment.

LIST PRICE F.O.B. LUBBOCK, TEXAS $ 119,878.00 EACH.

Texas Buy Board price per contract #345-10 F.O.B. LU BBOCK TEXAS $96,578.00 EACH.

ASCO "SPECIAL INVENTORY" CASH PRICE F.O.B. LUBBOCK, TEXAS $76,800.00 EACH.

TOTAL "SPECIAL INVENTOR Y" PACKAGE PRICE FOR THREE (3) $230,400.00

DELIVERY 60 TO 90 DAYS

PLUS ALL APPLICABLE TAXES

TERMS NET DU E ON DELIVERY OR APPROVED FINANCING arranged through CNH Capital

A cancellation charge of 20 per cent of the total purchase price will be assessed and is hereby agreed to by customer on all cancelled orders.

Quoted FOB LUBBOCK Quotation expires 90 days unless otherwise noted.
All used equipment quoted subject to prior sale and is not guaranteed.
All prices, terms, and delivery date are subject to approval by the management of the company.

Accepted

Quoted By Richard Thomack

Approved, Associated Supply Co.

By

CASE
580
Super M
CASE

Regular City Council Meeting **6. 10.**

Meeting Date: 02/27/2014

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11644 with Archer Western Construction, LLC for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Improvements Project, RFP 14-11644-TF.

Item Summary

The purpose of the Southeast Water Reclamation Plant (SEWRP) Solids Handling Capital Improvements Project is to complete planned improvements to the plant to address stream quality effluent and ongoing safety concerns, improve operational efficiency, reduce odors, and reduce the volume of bio-solids for disposal.

The Work of the proposed construction project will include the following major components:

1. Replacement of the existing gravity belt sludge thickeners with rotary drum thickeners.
2. Replacement of the existing sludge dewatering belt filter presses with centrifuges.
3. Rehabilitation of the sludge cake loading facilities.
4. Improvements to the solids handling building ventilation and odor control systems.
5. Roof replacement of the solids handling building.
6. Polymer systems improvements for sludge thickening and dewatering.
7. Plant 4 secondary scum pumping improvements.
8. Plant 3 waste activated sludge pumping improvements.
9. Headworks odor control system replacement by add alternate to bid.
10. Replacement of the steel domes on sludge holding tanks 6 and 7 by add alternate to bid.

On January 8, 2014, four proposals were received from the following contractors. The bids, including the recommended bid alternates, were as follows:

Company	Amount
Archer Western Construction, LLC of Irving, TX	$33,556,000
Eagle Contracting, L.P. of Fort Worth, TX	36,900,000
PCL Construction, Inc. of Irving, TX	37,568,950
Western Summit Constructors, Inc. of Englewood, CO	45,291,256

A proposal evaluation committee appointed by the City Engineer consisting of City Engineering staff, Water Reclamation staff, and staff from Carollo Engineering, independently evaluated each proposal based on the following criteria: Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (5%) and Attendance of Pre-Proposal Conference and Project Site Tour (5%). The proposals were ranked as follows:

Company	Points
Archer Western Construction, LLC of Irving, TX	97
PCL Construction, Inc. of Irving, TX	88
Eagle Contracting, L.P. of Fort Worth, TX	84
Western Summit Constructors, Inc. of Englewood, CO	80

The evaluation committee recommends the contract with bid alternates be awarded to the highest ranked proposal, Archer Western Construction, LLC of Irving, TX, for the amount of $33,556,000. The total time for completion is 1,186 consecutive calendar days. Liquidated damages of $4,000 for each consecutive calendar day in excess of the time to substantial completion for Milestone 1 and/or Milestone 2 work as defined. Additionally, liquidated damages include $1,500 for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth for the completion of this project.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change.

On January 15, 2014, the Lubbock Water Advisory Committee voted to agree with staff's recommendation to council to award the contract to Archer Western Construction, LLC of Irving, TX.

Fiscal Impact

$45,000,000 is appropriated in Capital Improvement Project 92249, SEWRP Solids Handling Facility Improvements with $33,556,000 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works and City of Lubbock Water Advisory Committee

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Attachments

Resolution & Contract - Archer Western

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. 11644 for SEWRP Solids Handling Improvements Projects, by and between the City of Lubbock and Archer Western Construction, LLC, of Irving, 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:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract- Archer Western Construction, LLC
2.6.2014

PROPOSAL SUBMITTAL FORM
PRICE PROPOSAL CONTRACT

DATE: January 8, 2014

PROJECT NUMBER: **RFP 14-11644-TF – SEWRP Solids Handling Improvements Project**

Proposal of Archer Western Construction, LLC (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	All Work as defined in the Contract Documents for Construction except those items listed separately below	LS	1	N/A	$ 2,430,000.00
2	Mobilization, Demobilization, and Stormwater Pollution Prevention Plan	LS	1	N/A	$ 25,000.00
3	All Work as defined in the Contract Documents for Sludge Holding Tank ~~Structural Repair (03926)~~ **Crack Injection with Epoxy as defined in Section 03931**	LF	3,000	$ 25.00	$ 75,000.00 Addendum No. 2
4	All Work as defined in the Contract Documents for Sludge Removal, Dewatering and Disposal, and Sludge Holding Tank Cleaning as defined in Section 13218	1,000s of gal	970	$ 300.00	$ 291,000.00
5	Bid for the development, design, and implementation of a trench safety system as required by OSHA and for the assumption of responsibility by such said system	LS	1	N/A	$ 14,744.00
6	Price for providing dewatering polymer at cost without markup	gal	Based on price at time of purchase	N/A	$ 150,000
7	Price for providing thickening polymer at cost without markup	gal	Based on price at time of purchase	N/A	$ 50,000
8	Assistance with repairs to the existing belt filter presses and/or gravity belt thickeners during construction. Payment shall be determined in accordance with General Conditions, Item 24 – Extra Work. Services shall be provided only if and as directed by the Owner. Unused amount will not be paid to Contractor.	N/A	1	N/A	$ 50,000
9	Pre-negotiated Bid Price for Chemical Metering Pump equipment as defined in Section 11242	LS	1	N/A	$ 41,500
10	Pre-negotiated Bid Price for Screw Centrifugal Pump equipment as defined in Section 11312E	LS	1	N/A	$ 113,228
11	Pre-negotiated Bid Price for Progressive Cavity Pump equipment as defined in Section 11312I	LS	1	N/A	$ 172,125
12	Pre-negotiated Bid Price for Rotary Lobe Pump equipment as defined in Section 11312R	LS	1	N/A	$ 326,303
13	Pre-negotiated Bid Price for Dewatering Centrifuge equipment as defined in Section 11358	LS	1	N/A	$ 1,625,000
14	Pre-negotiated Bid Price for motor control centers MCC-1200a and MCC-1200b as defined in Section 16444	LS	1	N/A	$ 230,950

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
15	Pre-negotiated Bid Price for switchboard Swbd-1200 as defined in Section 16441	LS	1	N/A	$ 129,150
16	Total Price for remainder of the Work for Pre-negotiated Items 9 through 15, as defined in Section 01000, Item 40.04	LS	1	N/A	$ 5000.00
17	Add/Deduct – Final Adjustment to Bid, but not including previous Bid Items 1 through 16	LS	1	N/A	$ No Bid

TOTAL BASE BID (sum of Bid Items 1 through 17):

Twenty-Eight Million, Ninety-Nine Thousand +00/100
(Price in Words)

$ 28,099,000.00
(Price in Figures)

DPW Offeror's Initials

Bid Alternates: The Offeror will accept as adjustment to the Bid for quantities of work different than indicated in the Bidding Documents the amount resulting from applying to the difference the following alternate bids. The acceptance or rejection of any or all Bid alternates is at the option of the OWNER and will not necessarily be made on the basis of price alone. The contract price shall be the net amount determined by applying the net addition specified to the Bid. Bidder will complete the Work in accordance with the Contract Documents and accept in full payment for the Work items listed in the Bid Schedule below, using the following Bid Prices, as applicable if the OWNER accepts Bid Alternates as part of the Project.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
18	Bid Alternate 1 – Removal and replacement of floating covers on Sludge Holding Tanks 6 and 7 with new fixed steel covers	LS	1	N/A	$

TOTAL BID ALTERNATE 1 PRICE (Item 18):

Two Million, One Hundred Fifty Seven Thousand +00/100
(Price in Words)

$ 2,157,000.00
(Price in Figures)

DPW Offeror's Initials

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
19	Bid Alternate 2 – Headworks Odor Control System Modifications	LS	1	N/A	$

TOTAL BID ALTERNATE 2 PRICE (Item 19):

Three Million, Three Hundred Thousand +00/100
(Price in Words)

$ 3,300,000.00
(Price in Figures)

DPW Offeror's Initials

Add or Deduct Unit Prices: The Offeror will accept as adjustment to the Bid Price for quantities of work different than indicated in Items No. 3 and No. 4 above the amount resulting from applying to the differences the following unit prices.

Total: $ 33,556,000

It is understood that all add or deduct unit prices must be filled in and that the prices must be reasonable and are subject to City's approval prior to award of the Contract. Deductive prices must equal additive prices.

Addendum No. 2

Item No. 20: Add or deduct price for quantities of Sludge Holding Tank ~~structural repair~~ **crack injection with epoxy** more or less than indicated in Item No. 3 above, per linear foot, the unit price of

Twenty - Five + 00/100 Dollars — $ 25.00 /linear foot

Item No. 21: Add or deduct price for quantities of sludge removal, dewatering, and disposal more or less than indicated in Item No. 4 above, per gallon, the unit price of

0 Dollars + 30 cents Dollars — $ 0.30 /gallon

Offeror hereby agrees to commence the work on the above project on a date to be specified in a "written Notice to Proceed (NTP)" of the Owner, to substantially complete the Milestone No. 1 work within 730 **Consecutive Calendar Days** following NTP, to substantially complete Milestone No. 2 work within 1,004 **Consecutive Calendar Days** following NTP, and to finally complete the project within a total contract time of 1,186 **Consecutive Calendar Days**.

Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$4,000** for each consecutive calendar day in excess of the time to substantial completion for Milestone 1 and/or Milestone 2 work as defined in Specification Section 01140, and the sum of **$1,500** for each consecutive calendar day after substantial completion and in excess of the time to final completion 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 **90** 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 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 10 days after notice of award of the contract to him.

_____ Offeror's Initials

Total: $ 33,556,000

Addt 3

Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of FIVE PERCENT OF TOTAL BID Dollars ($ 5%), 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 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(a), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 11-25-13
Addenda No. 2 Date 12-10-13
Addenda No. 3 Date 12-27-13
Addenda No. _____ Date _____

Date: JANUARY 8, 2014

Authorized Signature

DANIEL P. WALSH
(Printed or Typed Name)

ARCHER WESTERN CONSTRUCTION, LLC
Company

1411 GREENWAY DR
Address

IRVING, DALLAS
City, County

TX, 75038
State Zip Code

Telephone: 972-457-8500
Fax: 972-457-8501
Email: rlunkwitz@walshgroup.com

FEDERAL TAX ID or SOCIAL SECURITY No.

27-0887868

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

Total: $ 33,556,000

City of Lubbock, TX
Capital Project
Project Cost Detail
February 27, 2014

Capital Project Number:	92249
Capital Project Name:	SEWRP Solids Handling Facility Improvements

	Budget
Encumbered/Expended	
Bid Cost	$ 332
City of Lubbock Staff Time	32,749
Professional Services	1,554
Carollo Engineers PC Contract 10544 - Design	3,199,860
Cleanserve, Inc.	2,925
Carillo Engineers PC Amendment 1 to Contract 10544	99,994
Agenda Item February 27, 2014	
Archer Western, LLC. Construction Contract	33,556,000
Encumbered/Expended To Date	36,893,414
Estimated Costs for Remaining Appropriation	
RTU and SCADA Programming with Wunderlich Malec	461,448
SEWRP Improvements	7,645,138
Remaining Appropriation	8,106,586
Total Appropriation	$ 45,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

Water Planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to utilize the City's effluent as a valuable water resource asset. The project improves the wastewater treatment facilities so that the plant can produce a consistent supply of stream quality discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project Justification

The project includes design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in four phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent which will be discharged into the North Fork of the Double Mountain fork of the Brazos River for potential reuse.

The project is associated with Phase III for the improvements to the Solids Handling portion of the plant improvements.

Project History

$2.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$40.0 miliion was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,500,000	40,000,000	5,000,000	0	0	0	0	46,500,000
Design and Engineering	3,500,000	0	0	0	0	0	0	3,500,000
Total Project Appropriation	5,000,000	40,000,000	5,000,000	0	0	0	0	50,000,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2011 Wastewater Revenue CO's	2,500,000	0	0	0	0	0	0	2,500,000
FY 2012 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2014 Wastewater Revenue CO's	0	40,000,000	0	0	0	0	0	40,000,000
FY 2015 Wastewater Revenue CO's	0	0	5,000,000	0	0	0	0	5,000,000
Total Funding Sources	5,000,000	40,000,000	5,000,000	0	0	0	0	50,000,000

Regular City Council Meeting **6. 11.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Consider and take action on a Memorandum of Understanding with Mitchell Satterwhite in connection with the position of Interim City Attorney.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution & Memorandum of Understanding - Interim City Attorney

RESOLUTION

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

THAT Mitchell Satterwhite ("Satterwhite") shall continue to serve as the City Attorney of the City of Lubbock, on an interim basis, on terms consistent with a Memorandum of Understanding attached hereto as Exhibit "A"; and

THAT the City Manager shall make such changes to the municipal budget and such other matters necessary as a result hereof; and

THAT the Mayor of the City of Lubbock shall be authorized to execute any related documents in connection with the assumption of the additional duties assumed by Satterwhite as Interim City Attorney.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Reso.Interim CA 2.19.14

EXHIBIT
A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this, the 27th day of February, 2014 between the City of Lubbock, Texas, by and through its Mayor, and Mitchell Satterwhite ("Satterwhite"), an individual and employee of the City of Lubbock, Texas.

This MOU shall memorialize the terms and conditions of the appointment of Satterwhite to the position of City Attorney, on an interim basis, and shall include the following exclusive provisions:

1. This MOU shall expire automatically on August 13, 2014, or upon one of the following occurrences, whichever shall be the earliest to occur: i) at such time that Sam Medina resumes full-time his duties as the City Attorney for the City of Lubbock; or ii) at such time that Satterwhite either relinquishes, or is relieved by the Lubbock City Council of, the title and responsibilities of interim City Attorney.

2. For the term of this MOU prospectively, and retroactively to January 10, 2014, Satterwhite shall assume the duties and responsibilities attendant to the City Attorney's position, on an interim basis, for an amount equal to THREE THOUSAND FIVE HUNDRED NINETY-SEVEN AND 33/100 DOLLARS ($3,597.33) per month, to be paid in addition to that monthly salary presently paid to Satterwhite by the City of Lubbock.

3. At such time that Satterwhite shall cease to serve as interim City Attorney, absent another agreement in writing between the parties hereto, Satterwhite shall assume a full-time position within the City of Lubbock City Attorney's office at a Salary Band "B" level, and at an annual salary of ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED THIRTY-SIX AND NO/100 DOLLARS ($162,136.00). This provision shall survive the expiration of the MOU.

4. The parties hereto further acknowledge and agree that Satterwhite is presently an employee of the City of Lubbock, that the terms of this MOU are merely to provide additional compensation in consideration of the performance of additional duties and responsibilities, and that nothing herein shall be construed to be in conflict with Chapter 1, Article IX, Section 21 of the City of Lubbock Charter.

No other terms or conditions shall comprise this MOU.

Signed:

GLEN C. ROBERTSON, Mayor

Mitchell Satterwhite

Regular City Council Meeting **6. 12.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Consider a resolution adjusting the compensation of the City Secretary.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - City Secretary

RESOLUTION

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

THAT the annual compensation of Rebecca Garza, City Secretary, be set, retroactively to October 1, 2013, at an amount equal to One Hundred Thirty-Nine Thousand Two Hundred Thirty-Six and 15/100 Dollars ($139,236.15); and

THAT the City Manager shall make such changes to the municipal budget and such other matters necessary as a result hereof; and

THAT the Mayor or his designee may execute any routine documents and forms associated herewith.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Interim City Attorney

Reso.Garza 2.19.14

Regular City Council Meeting **6. 13.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Consider a resolution adjusting the compensation of the City Manager.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - City Manager

RESOLUTION

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

THAT the annual compensation of James Loomis, City Manager, be set, retroactively to October 1, 2013, at an amount equal to Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), and, further, THAT among the terminal benefits to which James Loomis shall be entitled upon termination, in good standing, from employment by the City of Lubbock, shall include payment for all sick leave accrued by him to that date; and

THAT the City Manager shall make such changes to the municipal budget and such other matters necessary as a result hereof; and

THAT the Mayor or his designee may execute any routine documents and forms associated herewith.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Interim City Attorney

Reso.Loomis 2.19.14

Regular City Council Meeting **6. 14.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Mayor: Consider a resolution directing the City Manager to establish a Power Plan Committee to evaluate and analyze all feasible and potential sources of electrical power generation for the next 100 years, including alternative and renewable sources.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Resolution - Electric Energy

RESOLUTION

WHEREAS, the provision of an efficient, cost-effective and dependable electrical energy source is vital to the citizens of the City of Lubbock; and

WHEREAS, the City of Lubbock is in a position to evaluate all potential sources for electrical energy, such as solar, wind, biomass, natural gas and others, including alternative and renewable sources of energy, and to study technological advances in the provision of electrical power; and

WHEREAS, the City Council finds that it is in the public interest to formulate a 100 year plan for power, much like the City's 100 year water plan, and that it is proper to develop a comprehensive, strategic plan in regard to future electrical energy sources; NOW THEREFORE:

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

1) THAT the City Manager is herein directed to establish the "Power Plan Committee" ("Committee") to evaluate and analyze, in consultation with Black & Veatch and other consultants currently under contract with the City, all feasible and potential sources of electrical power generation for the City of Lubbock for the next 100 years, including alternative and renewable sources.

2) THAT the City Manager, in his discretion, shall appoint the members of the City staff who will serve on the Committee, such Committee to be compromised of at least one representative from the following departments:

a) Lubbock Power & Light
b) Solid Waste
c) Water
d) Airport
e) Waste Water Operations
f) A City Engineer

3) THAT the City Manager, in his discretion, shall appoint any additional staff members to serve on the Committee and shall appoint the Chairman of the Committee.

4) THAT the Committee shall report back to the City Council, in writing, its findings and recommendations no later than ninety (90) days from the date of this resolution.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Glen C. Robertson, Mayor

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Power Plan Committee
February 19, 2014

Regular City Council Meeting **6. 15.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Councilman Todd Klein: Consider a resolution creating a Veterans Advisory Committee to study and make recommendations regarding benefits, services and assistance for veterans in the City of Lubbock.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Todd Klein, Councilman, District 3

RESOLUTION

WHEREAS, the City of Lubbock, Texas is home to many United States armed forces veterans and their families; and

WHEREAS, veterans and their families are often eligible for public and private assistance, but there must be a more meaningful and effective mechanism to ensure that they have knowledge of, and access to, that assistance, so that veterans will not unnecessarily endure difficulties that could otherwise be mitigated by available veteran assistance programs and services; and

WHEREAS, in the interest of recognizing the contributions of one of the most honorable segments of our local citizenry, the City Council of the City of Lubbock desires to establish a permanent veteran's advisory commission to deliberate, identify, and communicate to the City Council and local veterans the various benefits and assistance available to veterans, and to recommend methods for coordinating and otherwise improving the delivery of services to the women and men who have served our country in the armed services, and further to offer recommendations on a continuing basis as to any unfulfilled needs of those veterans; NOW, THEREFORE:

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

1. THAT the City Council of the City of Lubbock hereby creates a Veterans Advisory Committee (the "Commission") that shall be comprised of eleven (11) members, with each member and the chairperson of the committee being appointed by the City Council as a whole. Appointments to the Commission shall be made within thirty (30) days of the adoption hereof.

2. THAT regular meetings will be held at times and locations established by a majority of the Commission members, at least once every three (3) months, unless otherwise determined by the Commission. A simple majority shall constitute a quorum, and a majority vote of the quorum shall be required for any action to be taken by the Commission. All meetings and procedures shall be consistent with the policies of the City of Lubbock concerning advisory Commissions and Boards.

3. THAT the Commission members shall serve as follows: Five (5) Commission members shall serve for a term of one (1) year and six (6) Commission members shall serve for a term of two (2) years, said terms to be determined by the Commission by a drawing of straws. At the expiration of the terms of the initial Commission members, all terms shall be for two (2) years, or under such time as their successors are appointed.

4. THAT all Commission members shall serve at the pleasure of, and may be removed by, the City Council of the City of Lubbock. There shall be no limit upon the number of terms, including successive terms, that a Commission member may serve.

5. THAT the Commission shall study and report back, on a continuing basis, to the City Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the City of Lubbock, including but not limited to housing, job training, career placement, hospitalization, rehabilitation, and promotion of veteran networking opportunities.

6. THAT the Commission shall also make recommendations to the City Council for potential partnerships and improved points of contact and outreach efforts to coordinate, enhance, and improve the delivery of existing and available benefits, services, and assistance to eligible veterans.

7. THAT to the extent the Commission identifies unfulfilled needs of the City of Lubbock veteran population, it shall communicate those needs to the City Council, and make recommendations for the meeting of those needs. Particular attention should be given to the practicability and advisability of a "veteran's specialty court" that would recognize veterans' unique status at initial intake to the criminal justice system, and the expansion by public and private employers of preferential hiring practices, and other best employment practices, for eligible veterans.

8. Of exceptional importance to the charge of the Commission shall be a study, report, and recommendation regarding medical services available to local veterans, including but not limited to the services of out-patient and in-patient veteran medical care facilities.

9. THAT upon receiving recommendations, if any, from the Commission, the City Council shall reduce said recommendations to writing, and forward them to each member of the South Plains delegation in the United States Congress and the Texas Legislature.

10. THAT there is no financial commitment required, requested, or provided by, or of, the City of Lubbock, Texas by virtue of this Resolution.

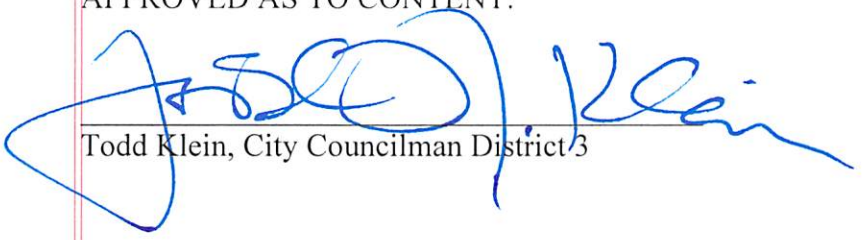
Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Todd Klein, City Councilman District 3

Reso.Veteran Assistance 2.20.14

Regular City Council Meeting **6. 16.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution accepting the City of Lubbock Comprehensive Annual Financial Report for fiscal year ended September 30, 2013.

Item Summary

Each fiscal year the City of Lubbock has an independent audit of the City's Comprehensive Annual Financial Report (CAFR), which is prepared by the Finance Department. The CAFR is designed to provide the City Council, citizens, representatives of financial institutions, and others with detailed information concerning the financial condition and performance of the City.

The CAFR includes audit opinions on the City's CAFR and the City's compliance with federal and state grants. The independent auditors have concluded that the City's financial statements are in conformity with generally accepted accounting principles, are fairly presented, and there is reasonable basis for providing an unmodified opinion. There were no findings in the federal and state compliance audits. The management letter, which is auditor required communication, had no material weaknesses or significant deficiencies. The Audit Committee accepted the CAFR at their meeting on February 11, 2014.

Fiscal Impact

None.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance
Audit and Investment Committee

Attachments

Resolution - CAFR

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby accepts the Comprehensive Annual Financial Report for the Fiscal year that ended September 30, 2013.

Passed by the City Council on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon
_____
Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

ccdocs/Comp Fin Rpt-13.res
02.13.14

Regular City Council Meeting **6. 17.**

Meeting Date: 02/27/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing publication of Notices of Intention to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation and Electric Light and Power System Revenue Bonds.

Item Summary

The Tax and Waterworks System Surplus Revenue (T&WSSR) Certificates of Obligation, Series 2014, and the Electric Light and Power System (EL&PS) Revenue Bonds, Series 2014, are being issued to fund projects listed in Exhibit C.

The total amount of project costs financed with T&WSSR Certificates of Obligation will not exceed $80,000,000 and the total amount financed with the EL&PS Revenue Bonds will not exceed $23,000,000. The difference between amount of the listed projects and the total bonds issued is related to costs of issuance, potential premium on the bonds, and accrued interest.

In the event that debt service savings can be realized, the City may also consider the issuance of general obligation refunding bonds to refinance a portion of the City's currently outstanding general obligation debt and/or electric light and power system refunding bonds to refinance a portion of the City's currently outstanding electric light and power system debt.

Fiscal Impact

The annual debt service payments for the T&WSSR Certificates of Obligation are budgeted through the annual operating budget process and are included in long-term financial planning and rate models. The annual payments are made from the annual revenues of the respective enterprise and governmental funds where the projects are incurred.

The annual debt service payments for the EL&PS Revenue Bonds are paid from the revenues of the Lubbock Power & Light Fund.

The first debt service payment on any new monies will not be due until FY 2015.

Staff/Board Recommending

Pamela Moon, CPA, Executive Director of Finance

Attachments

Resolution Notice Of Intention

Project List

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICES OF INTENTION TO ISSUE TAX AND WATERWORKS SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION AND ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation (the "Certificates") for the purpose of paying contractual obligations to be incurred for the purposes set forth in Exhibit A hereto;

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

WHEREAS, the City also intends to issue electric light and power system revenue bonds (the "Revenue Bonds") to fund acquisition, construction, improvement, renovation, enlarging and/or equipping of property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light and, if determined to be in the best interests of the City, to refund outstanding electric light and power system revenue bonds; and

WHEREAS, the City Council has found and determined that a notice of intention to issue revenue bonds should be published in accordance with the provisions of the City Charter;

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized and directed to issue a notice of intention to issue the Certificates in substantially the form set forth in Exhibit A hereto incorporated herein by reference for all purposes. The notice as set forth in Exhibit A shall be published once a week for two consecutive weeks, the date of the first publication being not less than the day before the thirtieth (30th) day prior to the date set forth in the notice for passage of the ordinance authorizing the Certificates. Such notice shall be published in a newspaper of general circulation in the area of the City of Lubbock, Texas.

Section 3. The City Secretary of the City is hereby authorized and directed to issue a notice of intention to sell Revenue Bonds in substantially the form set forth in Exhibit B hereto incorporated herein by reference for all purposes. The notice as set forth in Exhibit B shall be published once a week for a period of thirty (30) days prior to the date set forth in the notice for passage of the ordinance authorizing the Revenue Bonds. Such notice shall be published in a newspaper of general circulation in the area of the City of Lubbock, Texas.

Section 4. This resolution shall take effect from and after the date of its passage.

[Signature page follows]

Resolution No. 2014-_____
February 27, 2014
Item No. _____

ADOPTED THIS 27th day of February, 2014, by the City Council of the City of Lubbock, Texas.

CITY OF LUBBOCK, TEXAS

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon
Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:

Jerry V. Kyle, Jr., Bond Counsel

Signature Page for Notice of Intent Resolution

HOU:3403165.2

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
TAX AND WATERWORKS SYSTEM SURPLUS REVENUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that on April 10, 2014, the City Council of the City of Lubbock, Texas, at 3:00 p.m. at a regular meeting of the City Council to be held in the City Council Chambers at the Municipal Complex, 1625 13th Street, Lubbock, Texas, the regular meeting place of the City Council, intends to pass one or more ordinances authorizing the issuance of not to exceed $80,000,000 total principal amount of one or more series of certificates of obligation (the "Certificates") for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) improvements and extensions to City streets, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith; (ii) relocation and upgrading of public utility infrastructure in the Central Business District; (iii) park and recreation system improvements; (iv) upgrading of public safety radio communication systems; (v) renovations and improvements to the Lubbock Preston Smith International Airport facilities, including runway improvements; (vi) construction, improvement and equipment of fire department facilities; (vii) animal shelter expansion; (viii) renovation, improvement and expansion of Solid Waste Department facilities; (ix) improvements, renovations, replacements, relocations and extensions to the City's Wastewater System, including Southeast Water Reclamation Plant and office/warehouse replacement facility; (x) improvements, renovations, replacements, relocations and extensions to the City's Waterworks System (collectively, with items (i)-(ix), the "Project") and (xi) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum and shall have a maximum maturity date of not later than 21 (twenty-one) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax, levied within the limits prescribed by law, against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus net revenues of the City's Waterworks System, such pledge of surplus net revenues being limited to $1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on February 27, 2014.

Exhibit B

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS

On the 10th day of April, 2014, during its regular meeting scheduled to begin at 3:00 p.m. in the City Council Chambers at the Municipal Complex, 1625 13th Street, Lubbock, Texas, the City Council of the City of Lubbock, Texas, plans to pass one or more ordinances authorizing the issuance and sale of (i) electric light and power system revenue bonds in the maximum amount not to exceed $23,000,000 to acquire, purchase, construct, improve, renovate, enlarge, and/or equip property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light and (ii) electric light and power system revenue bonds in a maximum amount to be determined by the City Council on such date to refund outstanding electric light and power system revenue bonds. A complete description of the bonds being authorized may be obtained from the Finance Department, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457; or from RBC Capital Markets, 200 Crescent Court, Suite 1500, Dallas, Texas 75201, Financial Advisors to the City.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on February 27, 2014.

Exhibit C
City of Lubbock, TX
Finance Department
FY 2013-14 Capital Improvement Project Bond Funding

Certificates of Obligation

Airport			
Runway 17R/35L Construction Phase II	$	2,638,446	
Central Business District TIF			
Underground Utilities		2,472,148	
Parks and Recreation			
Park Playground Replacement		793,163	
Mose Hood Park Restroom		300,000	
Gateway Streets			
98th Street - University Avenue to US 87		1,560,348	
Internal Services			
Upgrade 800 MHZ Radio System to P25 Compliance		3,490,000	10-Year
Public Safety			
Multi-Company Fire Station No. 19		1,000,000	
Animal Shelter Expansion		400,000	
Public Works			
Sign Upgrades and Replacement		150,000	
Traffic Signals/Controllers		300,000	10-Year
Street Maintenance Program		9,622,300	10-Year
Communication System Expansion		350,000	
Solid Waste			
Southside Office Building Expansion		275,380	
Wastewater			
Sewer Line Replacement		390,000	
Sewer Lines Ahead of Street Paving		250,000	
Water Reclamation Plant Replacements		300,000	10-Year
SEWRP Solids Handling Facility Replacements		38,033,565	
South Lubbock Sanitary Sewer Expansion Phase II		1,000,000	
SEWRP Emergency Generator and Switch Gear		926,517	10-Year
Office/Warehouse Replacement Facility		1,250,000	

Exhibit C
City of Lubbock, TX
Finance Department
FY 2013-14 Capital Improvement Project Bond Funding

Water		
Water Line Replacement	500,000	
Water Lines Ahead of Street Pavings	800,000	
Water Meter Replacements	450,000	10-Year
Locate and Replace Water Valves	700,000	10-Year
Pump Station Emergency Electric Generators	1,387,128	
South Lubbock Water Treatment Plant Expansion	1,000,000	
Electrical Distribution Oil Contact Recloser Units	250,000	
Office/Warehouse Facility Replacement	1,250,000	
Total Certificates of Obligation	$ 71,838,995	

Revenue Bonds

Lubbock Power and Light	
Substation Land Acquisition	2,000,000
230 kV Transmission Loop	6,300,000
69kV Transmission Line Reconductoring	1,500,000
Cooke Station Outage	4,850,000
Massengale Outage	1,500,000
Brandon Outage	3,500,000
General Plant Outage	1,100,000
Total Revenue Bonds	$ 20,750,000

Regular City Council Meeting **6. 18.**

Meeting Date: 02/27/2014

Information

Agenda Item

Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Regular City Council Meeting **6. 19.**

Meeting Date: 02/27/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Museum & Arts Standing Sub-Committee, one appointment to the Urban Design & Historic Preservation Commission, two appointments to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

RS Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, FEBRUARY 27, 2014

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	MUSEUM & ARTS STANDING SUB COMMITTEE	PRATHER, SAMMIE	11.01.14	N/A		REPLACE	N/A

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

MUSEUM & ARTS STANDING SUB-COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	100.0% (3)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	0.0% (0)
Female	51.5%	53.0%	24.7%	100.0% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	33.3% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	0.0% (0)
District 6	17.2%	19.9%	19.3%	66.7% (2)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Composed of four Civic Lubbock Directors and three representatives of the art community appointed by the City Council. Responsibilities include serving as an advisory board for the Silent Wings Museum and serving as an advisory board for the Buddy Holly Center. The President of Civic Lubbock, Inc. Board of Directors or his designee shall serve as an ex-officio member of this committee.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Prather, Sammie (F,A,6)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Sammie Prather:

John Chinn (Application Pending)
Kay Davis (Application Pending)
Pat Maines (F,A,4) Pat Maines Graphic Art
Ashton Thornhill (M,A,4) Retired

STAFF/BOARD RECOMMENDATIONS:

To replace Sammie Prather:

John Chinn (Application Pending)
Kay Davis (Application Pending)
Pat Maines (F,A,4) Pat Maines Graphic Art
Ashton Thornhill (M,A,4) Retired

City of Lubbock
Board and Commision Recruiting Database

Updated: **2/17/2014**

Museum & Art Standing Sub-Committee

Date Updated	*Last Name*	*First Name*	*Gender M/F*	*Ethnicity A,H,AA,O*	*Age*	*Occupation*	*Business*	*District*
First Preference								
02/17/2014	Edwards	Carries	F	A	18-29	Assistant Professor	TTUHSC School of Nursing	7
02/11/2014	Thornhill	Ashton	M	A	60+	Retired TTU Professor		4
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee #	*47*	*Museum & Art Standing Sub-Committee*	*Perm/Temp Board:*	**P**

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member			*The CH Foundation*	*Curr:*	**07/23/2013-11/01/2014**	***Y***
Community members	N	***4804 16th Street***	***PO Box 94038***	*2nd:*		
Hocker		***Lubbock, TX 79416***	***Lubbock, TX 79493***	*1st:*		
Mrs. Heather						
Email:	N	***8067880868***	***8067920448***	*Fax:*	***8067927824***	
hhocker@suddenlink.net	Y	***8067870948***	***hhocker@chfoundation.com***			
Member				*Curr:*	**11/01/2011-11/01/2014**	***Y***
Community members	Y	***4611 18th St***		*2nd:*	**07/01/2010-11/01/2011**	
Prather		***Lubbock, TX 79416***		*1st:*	**11/01/2008-07/01/2010**	
Ms. Sammie						
Email:	Y	***8067954563***		*Fax:*		
scpeep@gmail.com						
Member			***Mad Beagle***	*Curr:*	**11/01/2011-11/01/2014**	***Y***
Community members	N		***1824 Buddy Holly***	*2nd:*		
Simmons			***Lubbock, TX 79401***	*1st:*		
Mr. Larry						
Email:				*Fax:*		
	N	***8064418564***				