

The Parties agree that the County is required to pay just compensation for the Property and agree that such compensation shall equal Grantor's actual costs for the design and construction of all required relocations not to exceed One Million, Six Hundred Thousand and No/100 Dollars (\$1,600,000.00). After Grantor has completed the work to relocate the utilities and provides the County with copies of invoices paid and photographs documenting the relocation, the County shall pay to Grantor the actual costs for the relocation of these utilities over the Initial Payment within forty-five (45) days.

3. The effective date of this Agreement will be the date on which payment of the Initial Payment pursuant to Paragraph 2 above was tendered to the Grantor by the County (the "Effective Date").
4. The Grantor warrants and represents that its interest in the Property is free and clear of all liens and encumbrances created by, through or under Grantor, but not otherwise, or that Grantor shall provide to the County proper, executed release(s) from any such lien holder having an interest in the Property (as reasonably required by the County) prior to funds being disbursed under this Agreement and further agrees, so far as the laws of the State of Texas allow, to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property created by, through or under Grantor, but not otherwise provided, however, this conveyance is made and accepted subject to all easements, rights of way, leases, reservations, mineral severances, covenants, conditions, restrictions and other title exceptions which are filed of record or are visible or apparent on the ground. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property.
5. The Parties agree that the valuation date for determining the amount of just compensation for the property to be acquired by the County for negotiation purposes, will be the Effective Date of this Agreement; provided, however, that the compensation for Grantor to relocate all necessary private utilities shall not exceed One Million, Six Hundred Thousand and No/100 Dollars (\$1,600,000.00)
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in any eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use.

- 8. The Grantor reserves all of the oil, gas and other minerals in, on, under and that may be produced from the Property but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Any extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all surface minerals and materials on and under the Property including, without limitation, water, sand, gravel, limestone, building stone, caliche, surface shale, near surface lignite, and iron.
- 9. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the Parties.
- 10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
- 11. It is agreed the County will record this document.

EXECUTED as of ~~January~~ April 8, 2022

GRANTOR:

By: Keith Bryant

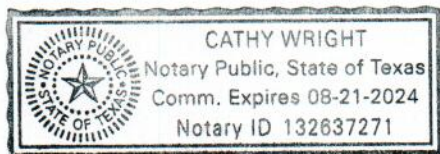
Printed Name: Keith Bryant

Title: Superintendent

Acknowledgment

State of Texas
County of Lubbock

This instrument was acknowledged before me on the 8th day of April, 2022, by _____, _____ of Lubbock Cooper Independent School District, a government entity, on behalf of said entity.



Cathy Wright
NOTARY PUBLIC, STATE OF TEXAS

COUNTY OF LUBBOCK, TEXAS

Executed by and approved for the County

By: _____
County Judge

Date: _____

Acknowledgment

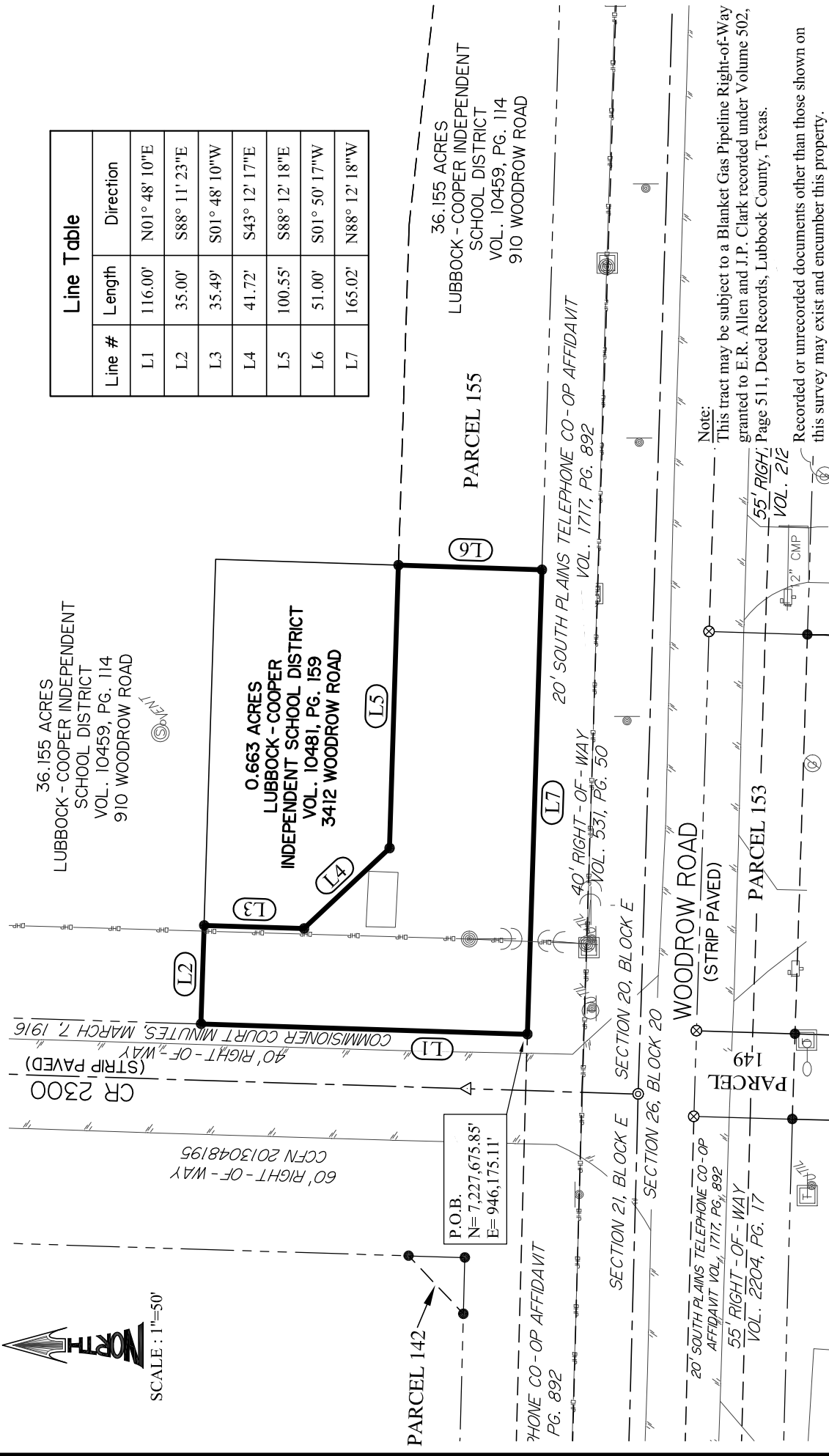
State of Texas
County of Lubbock

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, County Judge of Lubbock County, Texas, a government entity, on behalf of said entity.

NOTARY PUBLIC, STATE OF TEXAS



SCALE: 1"=50'



Line Table	
Line #	Direction
L1	N01° 48' 10"E
L2	S88° 11' 23"E
L3	S01° 48' 10"W
L4	S43° 12' 17"E
L5	S88° 12' 18"E
L6	S01° 50' 17"W
L7	N88° 12' 18"W

36.155 ACRES
LUBBOCK - COOPER INDEPENDENT SCHOOL DISTRICT
VOL. 10459, PG. 114
910 WOODROW ROAD

PARCEL 155

0.663 ACRES
LUBBOCK - COOPER INDEPENDENT SCHOOL DISTRICT
VOL. 10481, PG. 159
3412 WOODROW ROAD

36.155 ACRES
LUBBOCK - COOPER INDEPENDENT SCHOOL DISTRICT
VOL. 10459, PG. 114
910 WOODROW ROAD

Note:
This tract may be subject to a Blanket Gas Pipeline Right-of-Way granted to E.R. Allen and J.P. Clark recorded under Volume 502, VOL. 10459, PG. 114, Deed Records, Lubbock County, Texas.

Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - SET 1/2" ROD w/CAP
- ⊗ - SET MAG NAIL WITH SHINER
- △ - FD. RAILROAD SPIKE
- ⊙ - FD. SURVEY NAIL WITH SHINER

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-5642
FAX: 806/763-3891

TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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: 1.0002539

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STATE OF TEXAS
REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN E. ALLEN
5895

John E. Allen

Surveyed on the ground.
April 27, 2021

**WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD**

Parcel 150 - Permanent Easement
PERIMETER SURVEY OF A
0.255 ACRE PARCEL LOCATED IN
SECTION 20, BLOCK E
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
State of Texas

DESCRIPTION FOR PARCEL 150

METES AND BOUNDS DESCRIPTION of a 0.255 acre parcel located in Section 20, Block E, Lubbock County, Texas, being a portion of 0.663 acres described in Volume 10481, Page 159, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" (N=7,227,675.85', E=946,175.11') set in the North line of a 40.00 foot Right-of-Way described in Volume 531, Page 50, Deed Records, Lubbock County, Texas, and in the East line of a 40.00 foot Right-of-Way described in Commissioner Court Minutes, March 7, 1916, which bears N. 88° 12' 18" W. a distance of 20.00 feet and N. 01° 48' 10" E. a distance of 40.00 feet from a survey nail and shiner found at the Southwest corner of Section 20, Block E, and at the Southeast corner of Section 21, Block E, and in the North line of Section 26, Block 20, for the Southwest corner of this parcel;

THENCE N. 01° 48' 10" E. along the East line of said 40.00 foot Right-of-Way described in Commissioner Court Minutes, March 7, 1916, a distance of 116.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the North line of said 0.663 acre tract and in a South line of a 36.155 acre tract described in Volume 10459, Page 114, OPRLCT, for the Northeast corner of this parcel;

THENCE S. 88° 11' 23" E. along the common line of said 0.663 acre tract and said 36.155 acre tract a distance of 35.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, for the most Northerly Northeast corner of this parcel;

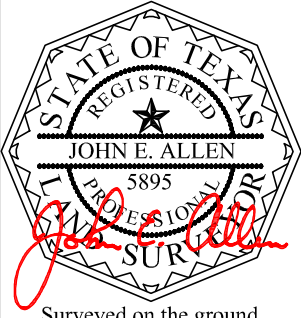
THENCE S. 01° 48' 10" W. parallel with and 55.00 feet from the the West line of said Section 20, Block E, a distance of 35.49 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, for a point of intersection of this parcel;

THENCE S. 43° 12' 17" E. a distance of 41.72 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, for a point of intersection of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 91.00 feet from the South line of said Section 20, Block E, a distance of 100.55 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the East line of said 0.663 acre tract and in a West line of said 36.155 acre tract, for the most Easterly Northeast corner of this parcel;

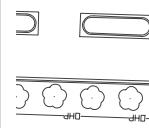
THENCE S. 01° 50' 17" W. along the common line of said 0.663 acre tract and said 36.155 acre tract a distance of 51.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in said North line of said 40.00 foot Right-of-Way described in Volume 531, Page 50, for the Southeast corner of this parcel;

THENCE N. 88° 12' 18" W. parallel with and 40.00 feet from the South line of said Section 20, Block E, a distance of 165.02 feet to the Point of Beginning. Containing 0.255 acre (11,127 sq. ft.) of land, more or less.

<p>WOODROW ROAD DESIGN PROJECT STATE LOOP 493 TO SLIDE ROAD</p>	 <p>Surveyed on the ground. April 27, 2021</p>	<p>HR HUGO REED AND ASSOCIATES, INC.</p>
<p>Parcel 150 - Permanent Easement PERIMETER SURVEY OF A 0.255 ACRE PARCEL LOCATED IN SECTION 20, BLOCK E LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS CIVIL ENGINEERS TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</p> <p>1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891</p> <p>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: 1.0002539</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>	<p>Copyright 2021, Hugo Reed and Associates, Inc. Page 2 of 2</p>	



SCALE: 1"=100'



Note:
This tract may be subject to a Blanket Gas Pipeline Right-of-Way granted to E.R. Allen and J.P. Clark recorded under Volume 502, Page 511, Deed Records, Lubbock County, Texas.

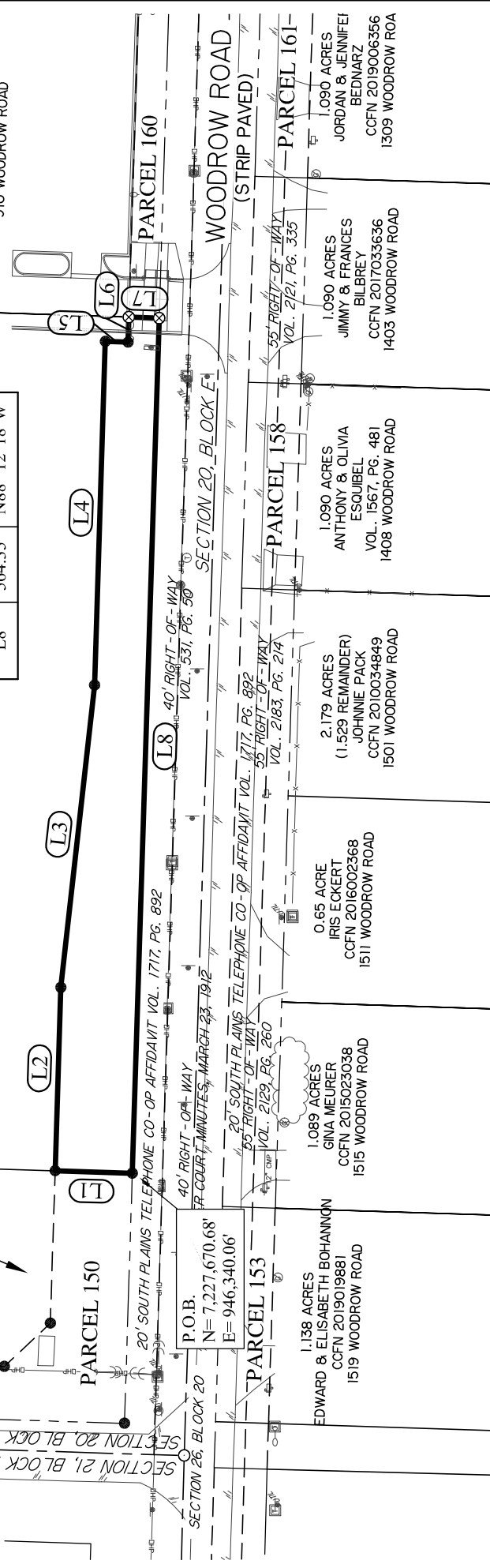
Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

0.663 ACRES
LUBBOCK - COOPER INDEPENDENT SCHOOL DISTRICT
VOL. 10481, PG. 159
3412 WOODROW ROAD

36.155 ACRES
LUBBOCK - COOPER INDEPENDENT SCHOOL DISTRICT
VOL. 10459, PG. 114
910 WOODROW ROAD

20 ACRES
LUBBOCK - COOPER INDEPENDENT SCHOOL DISTRICT
VOL. 5501, PG. 49
910 WOODROW ROAD

Line Table		
Line #	Length	Direction
L1	51.00'	N01° 50' 17"E
L2	121.00'	S88° 12' 18"E
L3	200.64'	S83° 37' 52"E
L4	226.86'	S88° 12' 18"E
L5	15.00'	S01° 52' 38"W
L6	16.50'	S88° 12' 18"E
L7	20.00'	S01° 52' 38"W
L8	564.35'	N88° 12' 18"W



**WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD**

Parcel 155 - Permanent Easement
PERIMETER SURVEY OF A
0.529 ACRE PARCEL LOCATED IN
SECTION 20, BLOCK E
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
State of Texas



Surveyed on the ground.
August 4, 2021

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-5642
FAX: 806/763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002539

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - SET 1/2" ROD w/CAP
- ⊗ - SET "X" IN CONCRETE
- - FD. SURVEY NAIL WITH SHINER

DESCRIPTION FOR PARCEL 155

METES AND BOUNDS DESCRIPTION of a 0.529 acre parcel located in Section 20, Block E, Lubbock County, Texas, being a portion of 36.155 acres described in Volume 10459, Page 114, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." (N=7,227,670.68', E=946,340.06') set in a West line of said 36.155 acre tract and in the East line line of a 0.663 acre tract described in Volume 10481, Page 159, OPRLCT, and in the North line of 40.00 foot Right-of-Way described in Volume 531, Page 50, Deed Records, Lubbock County, Texas, which bears S. 88° 12' 18" E. a distance of 185.00 feet and N. 01° 50' 17" E. a distance of 40.00 feet from an survey nail and shiner found at the Southwest corner of Section 20, Block E, for the Southwest corner of this parcel;

THENCE N. 01° 50' 17" E. along the common line of said 36.155 acre tract and said 0.663 acre tract a distance of 51.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for the Northwest corner of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 91.00 feet from the South line of said Section 20, Block E, a distance of 121.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for a point of intersection of this parcel;

THENCE S. 83° 37' 52" E. a distance of 200.64 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for a point of intersection of this parcel;

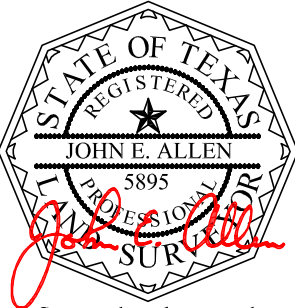
THENCE S. 88° 12' 18" E. parallel with and 75.00 feet from said South line of said Section 20, Block E, a distance of 226.86 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for the most Northerly Northeast corner of this parcel;

THENCE S. 01° 52' 38" W. a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for an 'ell' corner of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 60.00 feet from said South line of said Section 20, Block E, a distance of 16.50 feet to an "X" chiseled in concrete in the East line of said 36.155 acre tract and in the West line of a 20 acre tract described in Volume 5501, Page 49, Real Property Records, Lubbock County, Texas, for the most Easterly Northeast corner of this parcel;

THENCE S. 01° 52' 38" W. along the common line of said 36.155 acre tract and said 20 acre tract a distance of 20.00 feet to an "X" chiseled in concrete in said North line of said 40.00 foot Right-of-Way, for the Southeast corner of this parcel;

THENCE N. 88° 12' 18" W. along said North line of said 40.00 foot Right-of-Way a distance of 564.35 feet to the Point of Beginning. Containing 0.529 acre (23,041 sq. ft.) of land, more or less.

<p>WOODROW ROAD DESIGN PROJECT STATE LOOP 493 TO SLIDE ROAD</p>	 <p>Surveyed on the ground. August 4, 2021</p>	<p>HR HUGO REED AND ASSOCIATES, INC.</p>
<p>Parcel 155 - Permanent Easement PERIMETER SURVEY OF A 0.529 ACRE PARCEL LOCATED IN SECTION 20, BLOCK E LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS CIVIL ENGINEERS TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</p> <p>1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>	<p>Copyright 2021, Hugo Reed and Associates, Inc. Page 2 of 2</p>	



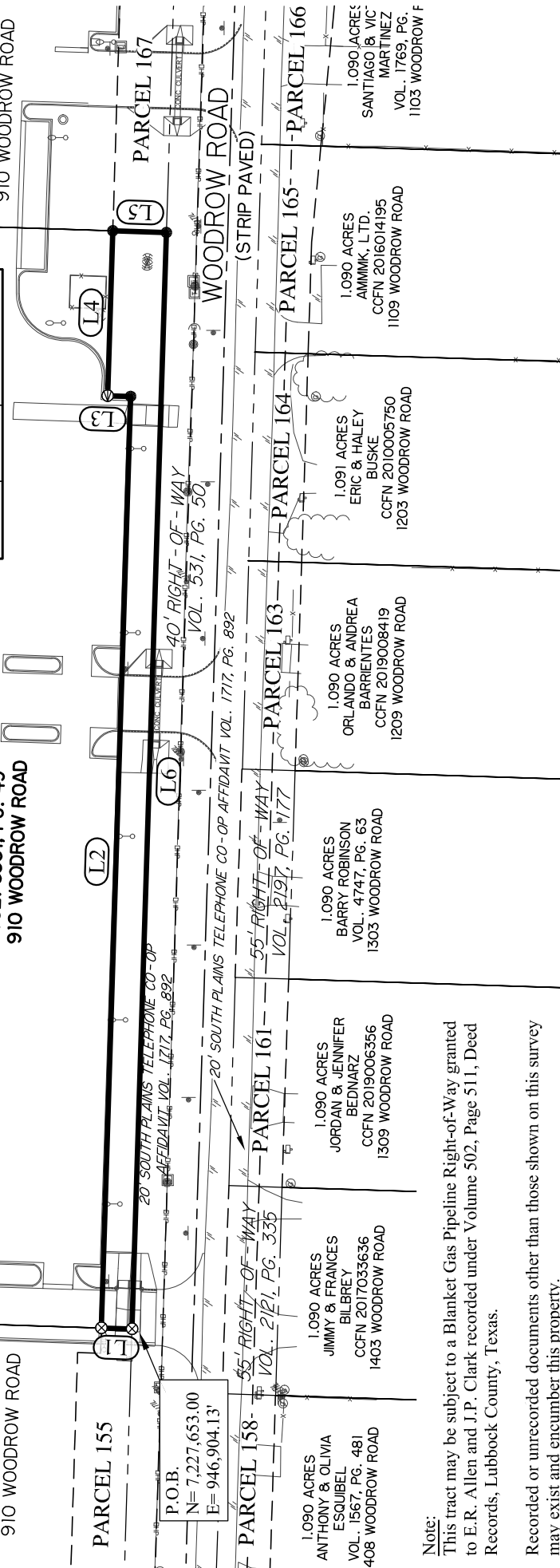
SCALE : 1"=100'

36.155 ACRES
LUBBOCK - COOPER
INDEPENDENT
SCHOOL DISTRICT
VOL. 10459, PG. 114
910 WOODROW ROAD

20 ACRES
LUBBOCK - COOPER INDEPENDENT
SCHOOL DISTRICT
VOL. 5501, PG. 49
910 WOODROW ROAD

10.000 ACRES
LUBBOCK - COOPER
INDEPENDENT
SCHOOL DISTRICT
VOL. 5569, PG. 87
910 WOODROW ROAD

Line Table		
Line #	Length	Direction
L1	20.00'	N01° 52' 38"E
L2	608.25'	S88° 12' 18"E
L3	15.00'	N01° 52' 38"E
L4	107.65'	S88° 12' 18"E
L5	35.00'	S01° 52' 38"W
L6	715.90'	N88° 12' 18"W



P.O.B.
N = 7,227,653.00
E = 946,904.13'

1.090 ACRES
ANTHONY & OLIVIA
ESQUIBEL
VOL. 1567, PG. 481
408 WOODROW ROAD

1.090 ACRES
JIMMY & FRANCES
BILBREY
CCFN 2017033636
1403 WOODROW ROAD

1.090 ACRES
JORDAN & JENNIFER
BEDNARZ
CCFN 2019006356
1309 WOODROW ROAD

1.090 ACRES
BARRY ROBINSON
VOL. 4747, PG. 63
1303 WOODROW ROAD

1.090 ACRES
ORLANDO & ANDREA
BARRIENTES
CCFN 2019008419
1209 WOODROW ROAD

1.091 ACRES
ERIC & HALEY
BUSKE
CCFN 2010005750
1203 WOODROW ROAD

1.090 ACRES
ANMMK, L.T.D.
CCFN 2016014195
1109 WOODROW ROAD

1.090 ACRES
SANTIAGO B. VIC
MARTINEZ
VOL. 1769, PG. 8
1103 WOODROW F

Note:
This tract may be subject to a Blanket Gas Pipeline Right-of-Way granted to E.R. Allen and J.P. Clark recorded under Volume 502, Page 511, Deed Records, Lubbock County, Texas.

Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

**WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD**

Parcel 160 - Permanent Easement
PERIMETER SURVEY OF A
0.366 ACRE PARCEL LOCATED IN
SECTION 20, BLOCK E
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
State of Texas

**HR HUGO REED
AND ASSOCIATES, INC.**

LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-5642
FAX: 806/763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002539

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - SET 1/2" ROD w/CAP
- ⊗ - SET "X" IN CONCRETE
- ⊙ - SET CROW'S FOOT IN CONCRETE

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 160

METES AND BOUNDS DESCRIPTION of a 0.366 acre parcel located in Section 20, Block E, Lubbock County, Texas, being a portion of 20 acres described in Volume 5501, Page 49, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at a an "X" chiseled in concrete (N=7,227,653.00', E=946,904.13') in the West line of said 20 acre tract and in the East line of a 36.155 acre tract described in Volume 10459, Page 114, Official Public Records, Lubbock County, Texas, and in the North line of 40.00 foot Right-of-Way described in Volume 531, Page 50, Deed Records, Lubbock County, Texas, which bears S. 88° 12' 18" E. a distance of 749.32 feet and N. 01° 52' 38" E. a distance of 40.00 feet from an survey nail and shiner found at the Southwest corner of Section 20, Block E, for the Southwest corner of this parcel;

THENCE N. 01° 52' 38" E. along the common line of said 20 acre tract and said 36.155 acre tract a distance of 20.00 feet to an "X" chiseled in concrete, for the Northwest corner of this parcel;

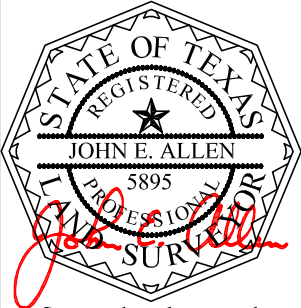
THENCE S. 88° 12' 18" E. parallel with and 60.00 feet from the South line of said Section 20, Block E, a distance of 608.25 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for an 'ell' corner of this parcel;

THENCE N. 01° 52' 38" E. a distance of 15.00 feet to a crow's foot chiseled in concrete, set for a point of intersection of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 75.00 feet from said South line of said Section 20, Block E, a distance of 107.65 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, in the East line of said 20 acre tract and in the West line of a 10.000 acre tract described in Volume 5569, Page 87, RPRLCT, for the Northeast corner of this parcel;

THENCE S. 01° 52' 38" W. along the common line of said 20 acres and said 10.000 acres a distance of 35.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in said North line of said 40.00 foot Right-of-Way, for the Southeast corner of this parcel;

THENCE N. 88° 12' 18" W. along said North line of said 40.00 foot Right-of-Way a distance of 715.90 feet to the Point of Beginning. Containing 0.366 acre (15,933 sq. ft.) of land, more or less.

<p>WOODROW ROAD DESIGN PROJECT STATE LOOP 493 TO SLIDE ROAD</p>	 <p>Surveyed on the ground. August 4, 2021</p>	<p>HR HUGO REED AND ASSOCIATES, INC.</p>
<p>Parcel 160 - Permanent Easement PERIMETER SURVEY OF A 0.366 ACRE PARCEL LOCATED IN SECTION 20, BLOCK E LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS CIVIL ENGINEERS TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</p> <p>1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891</p> <p>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: 1.0002539</p> <p>Copyright 2021, Hugo Reed and Associates, Inc. Page 2 of 2</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>		



SCALE: 1"=50'

20 ACRES
LUBBOCK - COOPER
INDEPENDENT
SCHOOL DISTRICT
VOL. 5501, PG. 49
910 WOODROW ROAD

10.000 ACRES
LUBBOCK - COOPER
INDEPENDENT SCHOOL DISTRICT
VOL. 5569, PG. 87
910 WOODROW ROAD

22.00 ACRES
LUBBOCK - COOPER
INDEPENDENT
SCHOOL DISTRICT
VOL. 3168, PG. 320
910 WOODROW ROAD

Line #	Length	Direction
L1	35.00'	N01° 52' 38"W
L2	358.13'	S88° 12' 18"W
L3	35.00'	S01° 52' 38"W
L4	358.13'	N88° 12' 18"W

PARCEL 160

17

40' RIGHT-OF-WAY
VOL. 531, PG. 50

P.O.B.
N= 7,227,630.58'
E= 947,619.68'

SECTION 20, BLOCK E
SECTION 26, BLOCK 20

PARCEL 165

1.090 ACRES
AMMMK, L.T.D.
CCFN 2016014195
1109 WOODROW ROAD

PARCEL 166

1.090 ACRES
SANTIAGO & VICTORIA MARTINEZ
VOL. 1769, PG. 765
1103 WOODROW ROAD

PARCEL 168

1.230 ACRES
FLOYD McGRARY
VOL. 4988, PG. 262
1005 WOODROW ROAD

WOODROW ROAD
(STRIP PAVED)

Note:

This tract may be subject to a Blanket Gas Pipeline Right-of-Way granted to E.R. Allen and J.P. Clark recorded under Volume 502, Page 511, Deed Records, Lubbock County, Texas.

Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD

Parcel 167 - Permanent Easement
PERIMETER SURVEY OF A
0.288 ACRE PARCEL LOCATED IN
SECTION 20, BLOCK E
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
State of Texas



Surveyed on the ground.
August 4, 2021

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-5642
FAX: 806/763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002539

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LEGEND:

- SURVEYED PROPERTY
- - - ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- SET 1/2" ROD w/CAP
- ⊗ SET "X" IN CONCRETE

EXHIBIT A
Page 7 of 12

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 167

METES AND BOUNDS DESCRIPTION of a 0.288 acre parcel located in Section 20, Block E, Lubbock County, Texas, being a portion of 10.000 acres described in Volume 5569, Page 87, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." (N=7,227,630.58', E=947,619.68') set in the West line of said 10.000 acre tract and in the East line of a 20 acre tract described in Volume 5501, Page 49, RPRLCT, and in the North line of a 40.00 foot Right-of-Way described in Volume 531, Page 50, Deed Records, Lubbock County, Texas, which bears S. 88° 12' 18" E. a distance of 1465.22 feet and N. 01° 52' 38" E. a distance of 40.00 feet from an survey nail and shiner found at the Southwest corner of Section 20, Block E, for the Southwest corner of this parcel;

THENCE N. 01° 52' 38" E. along the common line of said 10.000 acre tract and said 20 acre tract a distance of 35.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for the Northwest corner of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 75.00 feet from the South line of said Section 20, Block E, a distance of 358.13 feet to an "X" chiseled in concrete in the East line of said 10.000 acre tract and in the West line of a 22.00 acre tract described in Volume 3168, Page 320, RPRLCT, for the Northeast corner of this parcel;

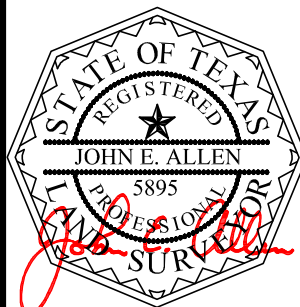
THENCE S. 01° 52' 38" W. along the common line of said 10.000 acre tract and said 22.00 acre tract a distance of 35.00 feet to an "X" chiseled in concrete in the North line of said 40.00 foot Right-of-Way, for the Southeast corner of this parcel;

THENCE N. 88° 12' 18" W. along said North line of said 40.00 foot Right-of-Way a distance of 358.13 feet to the Point of Beginning. Containing 0.288 acre (12,535 sq. ft.) of land, more or less.

WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD

Parcel 167 - Permanent Easement
PERIMETER SURVEY OF A
0.288 ACRE PARCEL LOCATED IN
SECTION 20, BLOCK E
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
August 4, 2021

HR HUGO REED
AND ASSOCIATES, INC.

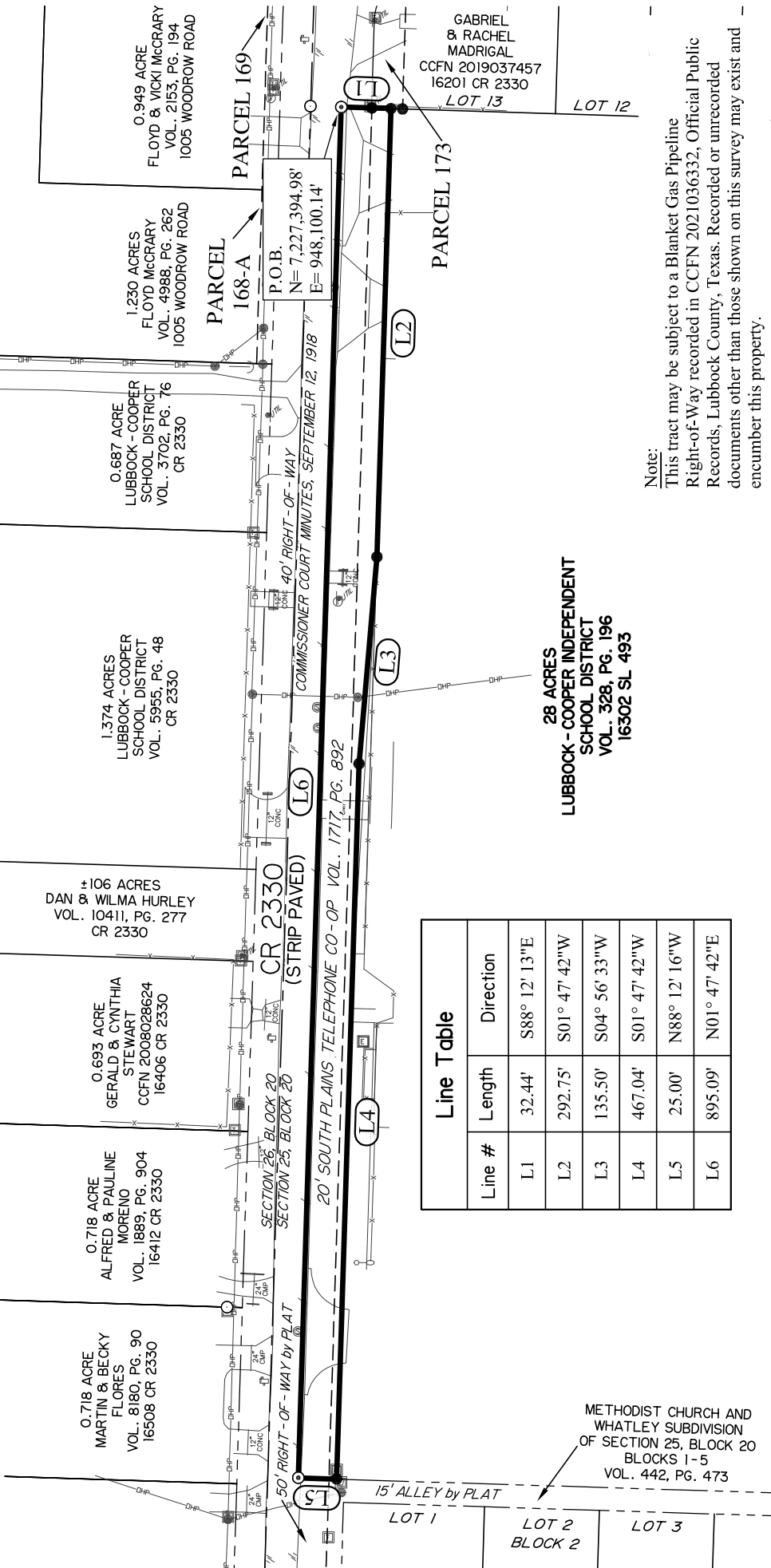
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002539



SCALE : 1"=100'



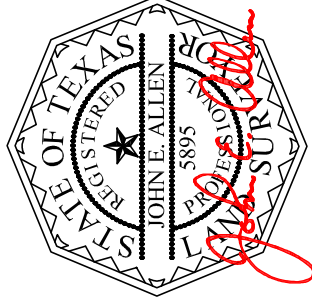
Note:
 This tract may be subject to a Blanket Gas Pipeline Right-of-Way recorded in CCFN 2021036332, Official Public Records, Lubbock County, Texas. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Line Table		
Line #	Length	Direction
L1	32.44'	S88° 12' 13"E
L2	292.75'	S01° 47' 42"W
L3	135.50'	S04° 56' 33"W
L4	467.04'	S01° 47' 42"W
L5	25.00'	N88° 12' 16"W
L6	895.09'	N01° 47' 42"E

**WOODROW ROAD DESIGN PROJECT
 STATE LOOP 493 TO SLIDE ROAD**

Parcel 172 - Permanent Easement
 PERIMETER SURVEY OF A
 0.575 ACRE PARCEL LOCATED IN
 SECTION 25, BLOCK 20
 LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
 State of Texas



Surveyed on the ground.
 April 27, 2021

**HR HUGO REED
 AND ASSOCIATES, INC.**

LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100876-00
 TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806/763-5642
 FAX: 806/763-3891

Bearings are relative to the Texas Coordinate System of 1983,
 North Central Zone, NAD 83 (2011), Epoch 2010.0
 Distances and coordinates are surface, U.S. Survey feet.
 Combined Scale Factor: 1.0002539

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - SET 1/2" ROD w/CAP
- ⊙ - SET MAG NAIL w/SHINER
- - FD. 1/2" IRON ROD

P.O.B. - POINT OF BEGINNING
 CCFN - COUNTY CLERK FILE NUMBER,
 LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 172

METES AND BOUNDS DESCRIPTION of a 0.575 acre parcel located in Section 25, Block 20, Lubbock County, Texas, being a portion of 28 acres described in Volume 328, Page 196, Deed Records, Lubbock County, Texas (DRLCT), being further described as follows:

BEGINNING at a MAG nail with shiner (N=7,227,394.98', E=948,100.14') set in the East line of a 40.00 foot Right-of-Way described in Commissioner Court Minutes, September 12th, 1918, Lubbock County, Texas, and in the South line of a Right-of-Way dedicated with Lots 1-13, Block 1, Woodrow, a Subdivision located in said Section 25, Block 20, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 220, Page 164, DRLCT, which bears S. 88° 12' 13" E. a distance of 20.00 feet from a 1/2" iron rod found in the West line of said Section 25, Block 20, and at the Southwest corner of said Woodrow subdivision, for the Northwest corner of this parcel;

THENCE S. 88° 12' 13" E. along the common line of said 28 acre tract and said Right-of-Way dedicated with said Lots 1-13, Block 1, Woodrow, at 19.73 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found at the Southeast corner of said Right-of-Way and at the Southwest corner of Lot 13, Block 1, Woodrow, continuing along the South line of said Lot 13, Block 1, Woodrow, for a total distance of 32.44 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for the Northeast corner of this parcel;

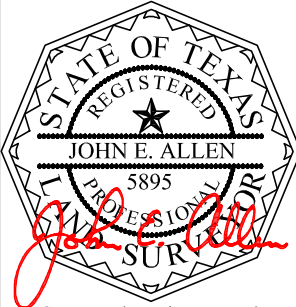
THENCE S. 01° 47' 42" W. parallel with and 52.44 feet from said West line of said Section 25, Block 20, a distance of 292.75 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for point of intersection of this parcel;

THENCE S. 04° 56' 33" W. a distance of 135.50 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for point of intersection of this parcel;

THENCE S. 01° 47' 42" W. parallel with and 45.00 feet from said West line of said Section 25, Block 20, a distance of 467.04 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the North line of a 50.00 foot Right-of-Way dedicated with Blocks 1-5, Methodist Church and Whatley Subdivision, out of Section 25, Block 20, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 442, Page 473, Deed Records, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88° 12' 16" W. along the North line of said 50.00 foot Right-of-Way a distance of 25.00 feet to a mag nail with shiner set in said East line of said 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01° 47' 42" E. along said East line of said 40.00 foot Right-of-Way a distance of 895.09 feet to the Point of Beginning. Containing 0.575 acre (25,059 sq. ft.) of land, more or less.

<p>WOODROW ROAD DESIGN PROJECT STATE LOOP 493 TO SLIDE ROAD</p>	 <p>Surveyed on the ground. April 27, 2021</p>	<p>HR HUGO REED AND ASSOCIATES, INC.</p>
<p>Parcel 172 - Permanent Easement PERIMETER SURVEY OF A 0.575 ACRE PARCEL LOCATED IN SECTION 25, BLOCK 20 LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS CIVIL ENGINEERS TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</p> <p>1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>		<p>Copyright 2021, Hugo Reed and Associates, Inc. Page 2 of 2</p>



SCALE: 1"=100'

10.000 ACRES
LUBBOCK - COOPER
INDEPENDENT SCHOOL
DISTRICT
VOL. 5569, PG. 87
3412 WOODROW ROAD

22.00 ACRES
LUBBOCK - COOPER
INDEPENDENT SCHOOL DISTRICT
VOL. 3168, PG. 320
3412 WOODROW ROAD

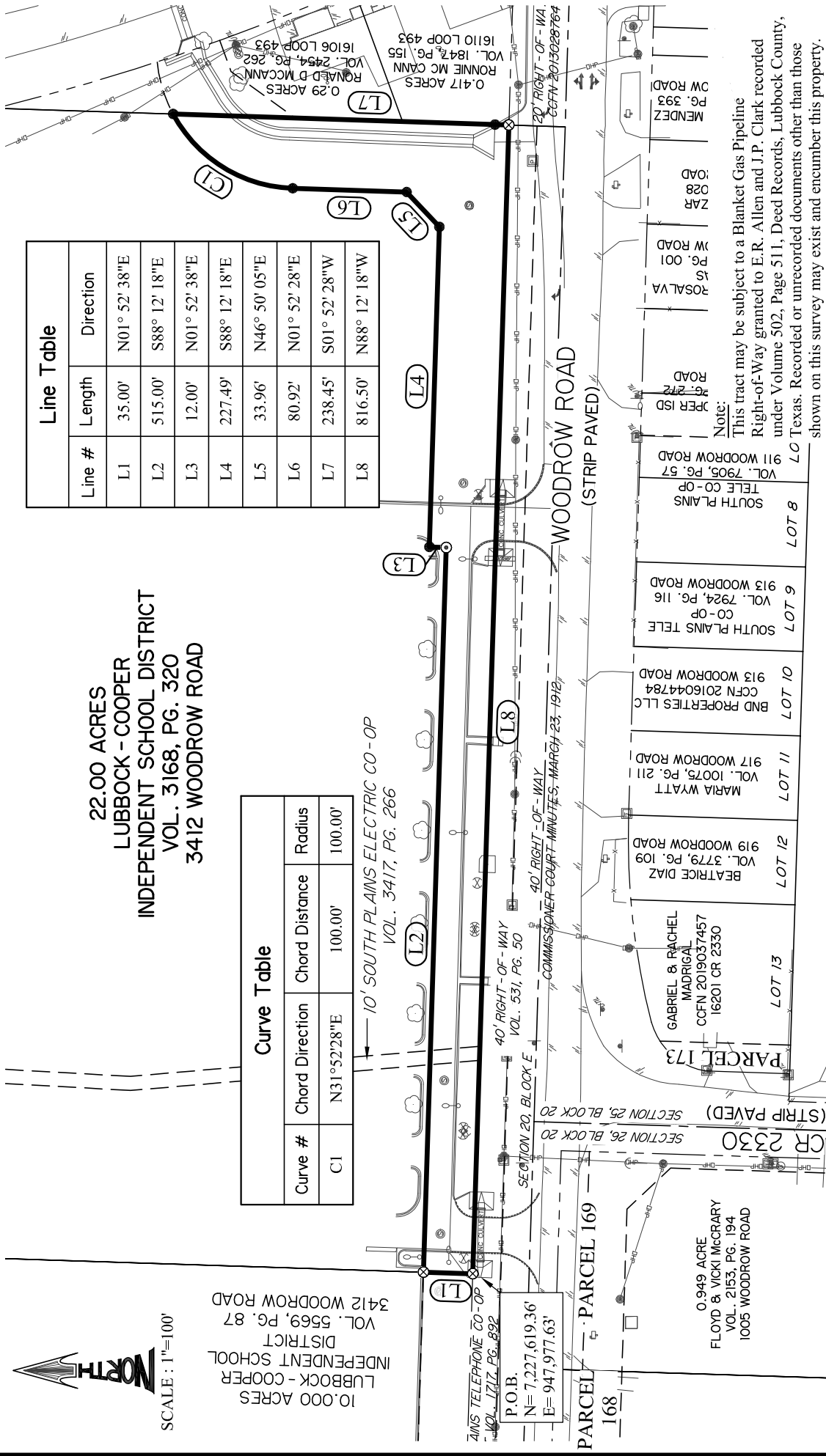
Curve #	Chord Direction	Chord Distance	Radius
C1	N31°52'28"E	100.00'	100.00'

10' SOUTH PLAINS ELECTRIC CO - OP
VOL. 3417, PG. 266

P.O.B.
N= 7,227,619.36'
E= 947,977.63'

0.949 ACRE
FLOYD & VICKI McGRARY
VOL. 2153, PG. 194
1005 WOODROW ROAD

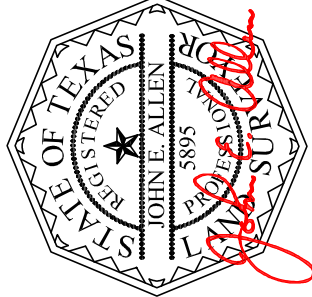
Line #	Length	Direction
L1	35.00'	N01° 52' 38"E
L2	515.00'	S88° 12' 18"E
L3	12.00'	N01° 52' 38"E
L4	227.49'	S88° 12' 18"E
L5	33.96'	N46° 50' 05"E
L6	80.92'	N01° 52' 28"E
L7	238.45'	S01° 52' 28"W
L8	816.50'	N88° 12' 18"W



WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD

Parcel 176 - Permanent Easement
PERIMETER SURVEY OF A
0.937 ACRE PARCEL LOCATED IN
SECTION 20, BLOCK E
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No. 5895
State of Texas



Surveyed on the ground.
August 4, 2021

HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-5642
FAX: 806/763-3891

**LAND SURVEYORS
CIVIL ENGINEERS**
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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: 1.0002539

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - SET 1/2" ROD w/CAP
- ⊙ - SET MAG NAIL AND SHINER
- ⊗ - SET "X" IN CONCRETE

P.O.B. - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS

Note:
This tract may be subject to a Blanket Gas Pipeline Right-of-Way granted to E.R. Allen and J.P. Clark recorded under Volume 502, Page 511, Deed Records, Lubbock County, Texas. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

DESCRIPTION FOR PARCEL 176

METES AND BOUNDS DESCRIPTION of a 0.937 acre parcel located in Section 20, Block E, Lubbock County, Texas, being a portion of 22.00 acres described in Volume 3168, Page 320, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at an "X" chiseled in concrete (N=7,227,619.36', E=947,977.63') in the West line of said 22.00 acre tract and in the East line of a 10.000 acre tract described in Volume 5569, Page 87, RPRLCT, and in the North line of a 40.00 foot Right-of-Way described in Volume 531, Page 50, Deed Records, Lubbock County, Texas, which bears S. 88° 12' 18" E. a distance of 1823.35 feet and N. 01° 52' 38" E. a distance of 40.00 feet from a survey nail and shiner found at the Southwest corner of Section 20, Block E, for the Southwest corner of this parcel;

THENCE N. 01° 52' 38" E. along the common line of said 22.00 acre tract and said 10.000 acre tract a distance of 35.00 feet to an "X" chiseled in concrete, for the Northwest corner of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 75.00 feet from the South line of said Section 20, Block E, a distance of 515.00 feet to a mag nail with shiner set, for an 'ell' corner of this parcel;

THENCE N. 01° 52' 38" E. a distance of 12.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for a point of intersection of this parcel;

THENCE S. 88° 12' 18" E. parallel with and 87.00 feet from the South line of said Section 20, Block E, a distance of 227.49 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for a point of intersection of this parcel;

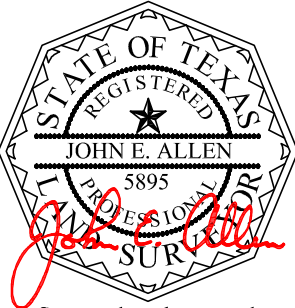
THENCE N. 46° 50' 05" E. a distance of 33.96 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for a point of intersection of this parcel;

THENCE N. 01° 52' 28" E. a distance of 80.92 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set, for a point of curvature of this parcel;

THENCE Northeasterly along a curve concave to the Southeast, having a radius of 100.00 feet, a chord bearing N. 31° 52' 28" E. and a chord distance of 100.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the East line of said 22.00 acre tract and in the West line of a 0.29 acre tract described in Volume 2454, Page 262, RPRLCT, for the Northeast corner of this parcel;

THENCE S. 01° 52' 28" W. along the common line of said 22.00 acre tract and said 0.29 acre tract, at 163.86 feet pass the Southwest corner of said 0.29 acre tract and the Northwest corner of a 0.417 acre tract described in Volume 1847, Page 155, Deed Records, Lubbock County, Texas, continuing along the common line of said 22.00 acre tract and said 0.417 acre tract for a total distance of 238.45 feet to a "X" chiseled in concrete at the Northeast corner of said 40.00 foot Right-of-Way and at the Northwest corner of a 20.00 foot Right-of-Way described in County Clerk File Number 2013028764, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88° 12' 18" W. along said North line of said 40.00 foot Right-of-Way a distance of 816.50 feet to the Point of Beginning. Containing 0.937 acre (40,798 sq. ft.) of land, more or less.

<p>WOODROW ROAD DESIGN PROJECT STATE LOOP 493 TO SLIDE ROAD</p>	 <p>Surveyed on the ground. August 4, 2021</p>	<p>HR HUGO REED AND ASSOCIATES, INC.</p>
<p>Parcel 176 - Permanent Easement PERIMETER SURVEY OF A 0.937 ACRE PARCEL LOCATED IN SECTION 20, BLOCK E LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS CIVIL ENGINEERS TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</p> <p>1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>	<p>Copyright 2021, Hugo Reed and Associates, Inc. Page 2 of 2</p>	

**PROPOSED SCOPE OF SERVICES
LUBBOCK COOPER ISD UTILITY RELOCATIONS
LUBBOCK, TEXAS**

PROJECT UNDERSTANDING

Kimley-Horn "ENGINEER" understands Lubbock Cooper Independent School District "OWNER" intends to relocate certain privately owned water, sewer, and force main lines in advance of the Woodrow Road widening project. The water line relocations will include the design of approximately 1,300 linear feet of 8-inch water main, necessary water main appurtenances, and necessary irrigation valve connections. The sanitary sewer relocation will consist of the design of approximately 1,200 linear feet of 10-inch sewer main, manholes, and necessary service connections. The force main relocation will include the design of approximately 500 linear feet of 6-inch force main and necessary appurtenances.

The ENGINEER will develop necessary construction details and specifications for the project.

The ENGINEER will provide design and construction phase services to the OWNER for the project.

Upon receipt of Notice to Proceed, the ENGINEER will perform the following tasks:

TASK 1 - Project Management

1. Project Kickoff
 - a. Schedule, prepare for, attend, and document meetings for the project.
 - i. Project Kickoff Meeting (in-person)
 - ii. Progress meetings with OWNER (assume 4 progress meetings)
2. Site Visits - Attend up to one (1) site visits to take photos, video, field measurements, and a plans-in-hand walk through.
3. Project Administration
 - a. Prepare project correspondence
 - b. Prepare invoicing documents
 - c. Prepare monthly progress reports

TASK 2 - Design Phase

1. Data Collection - the OWNER will make the following information available to the ENGINEER where available:
 - a. Existing Record Drawings
 - i. Existing Water Line, Sanitary Sewer Line, Force Main, and Irrigation Lines
 - b. In progress and planned projects in the project area including but not limited to:
 - i. School improvement plans (new parking lot, aquatic center, etc.)
 - ii. Water system improvements
 - iii. Sanitary sewer system improvements
 - iv. Irrigation system improvements
2. Prepare the preliminary Utility Relocation alignments for review and approval by the OWNER

- a. Prepare preliminary plan and profile (22"x34" Sheets, 1"=20'H and 1"=5' V scale). Items to be included:
 - i. Plan:
 - a) Control data
 - b) Existing / proposed right-of-way and easements
 - c) Existing topography
 - d) Existing pavement
 - e) Proposed centerline alignment
 - f) Proposed construction access locations
 - g) Existing trees
 - h) Existing driveway locations
 - i) Existing storm drain and culvert locations
 - j) Existing water lines
 - k) Existing sanitary sewer lines
 - l) Existing franchise utility locations (based upon SUE information)
 - m) Proposed Lubbock County Woodrow Road Improvements
 - ii. Profile:
 - a) Existing ground profile
 - b) Proposed vertical alignments for water line, sanitary sewer line, and force main
 - c) Existing utility crossings
3. Preliminary Design Submittal (60%)
 - a. Review Meeting

ENGINEER will prepare for and attend a review meeting with OWNER. Review comments will be recorded during this meeting and distributed to attendees. This review shall include the following:

 - i. Plan and profile of proposed preliminary alignment
 - ii. Preliminary opinion of probable construction cost (OPCC)

Meetings:

- Prepare for and attend one (1) review meeting with OWNER

Deliverables:

- Submit one (1) PDF copy of the 60% plans (22"x34" sheets) to the OWNER for review and comment.
- Submit (1) PDF preliminary OPCC to the OWNER for review and comment.

Services/Deliverables provided by OWNER:

- Attend review meeting
- Review and comment on submittal

4. Preparation of 95% 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"=20'H and 1"=5'V. The ENGINEER anticipates preparing approximately 20 plan sheets. The ENGINEER will provide the following information on the plan sheets:
 - i. Civil sheets
 - ii. Cover

- iii. General project notes
 - iv. Horizontal and vertical control
 - v. Plan view
 - vi. Profiles
 - vii. Erosion control plan
 - viii. Abandonment of existing utilities
 - ix. Construction details
5. Construction Details
 - a. City of Lubbock standard construction details will be used for this project.
 6. Construction Specifications
 - a. The City of Lubbock Engineering Minimum Design Standards and Specifications will govern all construction specifications.

Meetings:

- Prepare for and attend one (1) review meeting with OWNER

Deliverables:

- Submit one (1) PDF copy of the 95% plans (22"x34" sheets) to the OWNER for review and comment.
- Submit (1) PDF preliminary OPCC to the OWNER for review and comment.

7. Preparation of Final Plans

- a. Prepare the final 100% submittal by addressing comments on the 95% plans, specifications, contract documents, and OPCC by the OWNER.

Deliverables:

- Five (5) copies to OWNER of final plans, specifications, and contract documents

TASK 3 - CONSTRUCTION PHASE SERVICES

ENGINEER will provide professional construction phase services solely for construction of the utility improvements described in the Scope of Services above, for the purpose of providing assistance to OWNER during construction.

1. Construction Contract Execution
 - a. ENGINEER will prepare three (3) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the OWNER for review and execution
2. Conformance Plans
 - a. The ENGINEER will prepare five (5) sets of conformed plans for distribution to the OWNER and the Contractor
3. ENGINEER shall perform the following Construction Phase Services:
 - a. Pre-Construction Conference. ENGINEER will prepare for and attend a Pre-Construction Conference prior to commencement of Work at the Site

- b. Visits to Site and Observation of Construction. ENGINEER will provide the following services throughout construction. A construction period of 3 months is the basis of this proposal.
 - i. Engineer of Record
 - ii. Resident Project Representative (RPR)
 - iii. Construction Materials Testing
- c. ENGINEER. ENGINEER's role as ENGINEER will include providing on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by OWNER in order to observe the progress of the Work. It is anticipated that the ENGINEER will attend one progress meeting and visit the site for observation at that time, once a month for a period of 3 months. Additional site visits will be considered additional services. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep OWNER informed of the general progress of the Work
- d. Resident Project Representative. ENGINEER's role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist ENGINEER in observing progress and quality solely for the construction of the utility improvements described in the Scope of Services above
 - i. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 - a) General
 - RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions
 - RPR will be at the Site an estimated four (4) hours a day, five (5) days a week for three months (3) during construction.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary
 - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor
 - RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER
 - b) Schedules
 - Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by Contractor and consult with ENGINEER concerning acceptability
 - c) 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

- d) Liaison
 - Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents
 - Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations
 - Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work
- e) 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
- f) Shop Drawings and Submittals
 - Maintain Shop Drawing and Submittal Record log
 - Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by ENGINEER
 - OWNER'S e-Builder project management software will be utilized*
- g) Modifications
 - Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER
- h) Review of Work and Rejection of Defective Work
 - Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents
 - Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific 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 that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval
- i) Inspections, Tests, and System Start-ups
 - Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof
 - Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to ENGINEER

- j) Records
 - Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to Contractor, and other Specific Project-related documents
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER
 - Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment
 - Maintain records for use in preparing project documentation
 - Upon completion of the Work, furnish original set of all RPR Specific Project documentation to ENGINEER
- k) Reports
 - 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 Drawing and submittals
 - Draft and recommend to ENGINEER proposed Change Orders and Field Orders. Obtain backup material from Contractor
 - Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports
 - Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern
- l) Payment Request
 - Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work
- m) Certificates, Operation and Maintenance Manuals
 - During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work
- n) Completion
 - Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied

- Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work
- o) Resident Project Representative shall not:
- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)
 - Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents
 - Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents
 - Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of OWNER or Contractor
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER
 - Accept Shop Drawings or submittals from anyone other than Contractor
 - Authorize OWNER to occupy a Specific Project in whole or in part
 - Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, ENGINEER shall endeavor to provide OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents
- e. Recommendations with Respect to Defective Work. ENGINEER will recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents
- f. Clarifications and Interpretations. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to OWNER as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by OWNER
- g. Change Orders. ENGINEER may recommend Change Orders to OWNER, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor

- h. Shop Drawings and Submittals. ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs
- i. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities
- j. Inspections and Tests. ENGINEER, through its subconsultant, will perform the following laboratory tests of Contractor's work as ENGINEER deems appropriate; soils, flex base, hot mix, and field testing. ENGINEER, or its subconsultant, may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified
- k. Disagreements between OWNER and Contractor. ENGINEER will, if requested by OWNER, render written decision on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity
- l. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- m. Final Completion. ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of OWNER, ENGINEER considers the Work finally complete; ENGINEER will notify OWNER and Contractor.
- n. Final Notice of Acceptability of the Work. ENGINEER will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.
- o. Quarterly Walkthrough After Final Completion. ENGINEER will conduct four (4) site visits, in company with OWNER after Final Completion, to identify deficiencies Contractor shall address during the Warranty period.
- p. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- q. Record Drawings. Prepare project "Record Drawings" based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. ENGINEER is not responsible for the accuracy of the information provided by others. ENGINEER will provide the following deliverables:
 - i. One (1) 22"x34" set of black line Record Drawings
 - ii. One (1) set of .PDF file Record Drawings

ADDITIONAL SERVICES, IF REQUIRED:

Requests for Additional Services shall be in writing from the OWNER to the ENGINEER. Prior to commencing with work on Additional Services, the scope of additional work and associated compensation shall be agreed upon by the OWNER and the ENGINEER.

- A. Additional permitting requirements beyond those specifically included in the Scope of Services
- B. Professional services associated with re-bidding the project
- C. Construction Staking
- D. Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- E. Any additional changes to the Contract Documents necessary to break the project into phases
- F. Additional copies of Construction Documents.
- G. Preparing for, conducting, or attending meetings during the construction phases of the project that are not provided as a part of the Scope of Services.
- H. Sampling, testing, or analysis beyond that specifically included in the Scope of Services
- I. Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- J. Providing any other professional services requested in writing by the OWNER and as a part of this project that are not listed in the Scope of Services.

Schedule

Upon receipt of the Notice to Proceed (NTP) Kimley-Horn will prepare a project schedule with specific delivery dates. The schedule will be reliant upon receiving review comments from the OWNER on each submittal in a timely manner.

Compensation

I. Engineering Services

For the tasks listed below, the OWNER agrees to pay the ENGINEER on a lump sum basis. Tasks below will be invoiced monthly based on the percent completion of the tasks. Engineer reserves the right reallocate the budget among tasks as necessary. The total amount of the contract will not be exceeded without a modification to this agreement approved by the OWNER and Lubbock County. The lump sum fee is shown below:

Task:	Task Fee:
1. Project Management	\$6,000
2. Design Phase	\$35,000
Total Engineering Services	\$41,000

II. Construction Phase Services

For the tasks listed below, Construction Phase Services, the OWNER agrees to pay the ENGINEER on an hourly rate basis.

Tasks below will be invoiced according to the attached hourly rate schedule. Amounts shown below are estimated for budget purposes only. Actual invoiced amount will be based on the effort expended. OWNER will be notified prior to reaching the estimated amount. The hourly rate fee estimate is shown below:

Task:	Task Fee:
3. Construction Phase Services	
• Kimley-Horn	\$20,800
• Walker RPR	\$33,200
Total Construction Phase Services	\$54,000

Total Estimated Fee (Hourly and Lump Sum) \$95,000

Regardless of fee type, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Any permitting, application, and similar project fees will be paid directly by the OWNER. Payment will be due within 25 days of your receipt of the invoice.

Kimley-Horn and Associates, Inc.
Standard Rate Schedule
(Hourly Rate)

Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Professional	\$180 - \$230
Senior Technical Support.....	\$145 - \$210
Technical Support	\$90 - \$135
Analyst	\$120 - \$200
Support Staff	\$90 - \$130

Effective through June 30, 2022

Subject to periodic adjustment thereafter

TEINERT COMMERCIAL BUILDING SERVICES
4009 Clovis Road
Lubbock, Texas 79415
(806) 744-2801 FAX (806) 744-2401

PROPOSED CHANGE ORDER
DATE: 3/8/2022

PROJECT: Cooper ISD HS Addition & Renovation

PROPOSAL REQUEST NO. **Utility Relocation CCR**

DESCRIPTION OF WORK TO BE PERFORMED: This CCR encompasses pricing to furnish and install all utilities per the Lubbock Cooper Utility Relocation 60% Plans

Item	Quantity	Unit	Unit Cost Labor	Labor	Unit Cost Material	Material	Unit Cost Sub	Sub	Total
Description									
Water/Sewer/Irrigation	1	EA					789,849.00	789,849.00	789,849
Temp Fencing Screen	1,500	LF	-		-		9.57	14,355.00	14,355
Temp Fencing Panels (3 Months)	1,500	LF					15.00	22,500.00	22,500
Concrete Demo	1,618	SF					4.00	6,472.00	6,472
Concrete Pavement	1,618	SF					15.00	24,270.00	24,270
Asphalt Demo	22,622	SF					4.00	90,488.00	90,488
Asphalt Pavement (2" CoL Type D)	22,622	SF					7.00	158,354.00	158,354
Parking Lot Striping	4,552	LF					0.50	2,276.00	2,276
Landscaping & Irrigation Remediation	9,480	SF					3.00	28,440.00	28,440
Steel Trench Plate Covers (1/2")	120	SF					25.00	3,000.00	3,000
Parking Lot Wayfinding	1	EA					3,000.00	3,000.00	3,000
SWPPP	1	EA					6,914.00	6,914.00	6,914
Contingency	1	EA					200,000.00	200,000.00	200,000
Bond	1	EA					9,215.00	9,215.00	9,215
Insurance	1	EA					9,905.00	9,905.00	9,905
General Conditions	1	EA					55,046.00	55,046.00	55,046
Subtotal				-		-		1,424,084	1,424,084
Payroll burden	38.00%								-
Subtotal									1,424,084
Overhead & Profit	4.00%								56,963
Sales Tax	0.00%								-
TOTAL									\$ 1,481,047

*To be funded from Owner Contingency.

APPROVED: _____

DATE: _____

Proposal



PO BOX 98005
LUBBOCK, TX 79499
(806)780-6652

ADDRESS
Teinert Construction 4009 Clovis Road Lubbock, TX 79415

PROPOSAL #	DATE	
1659	03/07/2022	

PROJECT

LCISD Utility Relocations

ACTIVITY	AMOUNT
<p>Sanitary Sewer Improvements as Per Sheets 6 thru 9 Dated Feb 2022. Includes-</p> <ul style="list-style-type: none"> - 1200' of 8" SDR 26 sewer lines with appurtenances - 8 - fiberglass sanitary sewer manholes - 4 - connections to existing sewer lines - 19 - cut and cap existing sewer lines - 4 - Remove and dispose of manholes - 14' - 16" steel casing by open cut - 1 - week of sewer bypass pumping - Remove and dispose of 162 SqYd of pavement between Sta 1+25 and 4+25 - Mechanically compact all excavations - Testing as per Engineer <p>Note</p> <ul style="list-style-type: none"> - Price excludes pavement restoration - Price includes removal and disposal of pavement materials required to install sewer lines 	359,549.00
<p>-----</p> <p>Domestic Water Line Improvements as Per Sheets 10 thru 12 Dated Feb 2022. Includes-</p> <ul style="list-style-type: none"> - 1400' of 8" C900 water lines with appurtenances - 4 - connections to existing water lines - 4 - cut & cap existing water lines - 290' of 16" steel casing installed by bore across Woodrow Rd - Remove & dispose of 146 SqYd of of pavement between Sta 0+00 and 2+75 - Mechanically compact all excavations - Testing as per Engineer <p>Note</p> <ul style="list-style-type: none"> - Price excludes pavement restoration - Price includes removal and disposal of pavement materials required to install sewer lines 	256,611.00

ACTIVITY	AMOUNT
<p>-----</p> <p>Irrigation Water Line Improvements as Per Sheets 13 thru 16 Dated Feb 2022. Includes-</p> <ul style="list-style-type: none"> - 2150' of 3" SCH 80 irrigation water lines with appurtenances - 9 - connections to existing irrigation lines - 9 - cut & cap existing water lines - 294' of 8" steel casing installed by bore across Woodrow Rd - 660' of 3" water line installed by slick bore between Sta 0+00 and 6+60 - Remove and dispose of 162 SqYd of pavement between Sta 8+60 and 11+40 - Mechanically compact all excavations - Testing as per Engineer <p>Note</p> <ul style="list-style-type: none"> - Price excludes pavement restoration - Price includes removal and disposal of pavement materials required to install sewer lines <p>-----</p>	<p>173,689.00</p>
<p>TOTAL</p>	<p>\$789,849.00</p>

Accepted By

Accepted Date