

ODESSA CITY COUNCIL WORK SESSION
April 7th, 2020
10:00 A.M.
CITY HALL
5th FLOOR CONFERENCE ROOM
411 WEST 8TH STREET
ODESSA, TEXAS. 79760

Invocation

- | | |
|---|----------------|
| 1. Consider approving the purchase of NIBIN Cartridge Acquisition & Triage Package (\$218,858) | Mike Gerke |
| 2. Consider an ordinance to establish signalized intersections, speed limits, school and parking zones | Hal Feldman |
| 3. Consider adoption of revised Master Thoroughfare Plan | Hal Feldman |
| 4. Consider a resolution to approve a PSA with KDC Associates | Steve Patton |
| 5. Consider purchase of 33 sets of personal protective equipment (\$78,001) | Saul Ortega |
| 6. Consider the purchase for remodel of Fire Station #2 (\$75,382) | Saul Ortega |
| 7. Consider the purchase of four Lucas Automatic CPR Devices (\$79,175) | Saul Ortega |
| 8. Consider resolution accepting JRAC Trauma Funding | Rodd Huber |
| 9. Consider resolution accepting and appropriating grant funding from Walmart Community Grants Team | John Alvarez |
| 10. Accept resignation of City Councilmember District One Malcolm Hamilton | Norma Grimaldo |
| 11. Discuss and authorized the Mayor to negotiate and execute on behalf of the City of Odessa, an agreement to approve the use of ODC funds for COVID-19 Supply Sourcing and Manufacturing, related infrastructure based projects, and to provide COVID-19 related assistance | Natasha Brooks |

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	

Finance Committee Review? Yes

CAPTION

Consider approving the purchase of NIBIN Cartridge Acquisition & Triage Package for the Odessa Police Department. (\$218,858)

SUMMARY OF ITEM

Approval of this agenda item will authorize the purchase of NIBIN Cartridge Acquisition & Triage Package for the Odessa Police Department. This purchase allows the department to partner with ATF and join the NIBIN system (National Integrated Ballistic Imaging Network). The system will assist in the investigation on gun crimes.

NIBIN Cartridge Cases Acquisition & Triage Package: \$139,547

- 1 BRASSTRAX Acquisition Station
- 1 PAG800 Stereo Zoom Microscope
- 1 color printer
- Installation and commissioning, on-site training for up to two trainees and 1 year SafeGuard Warranty
- Shipping and handling - \$1,051
- Travel & living expenses for installer & Instructor - \$4,255
- 5 year warranty - \$74,005

Total: \$218,858

JAG Grants will be used for the purchase:

2017 JAG - \$86,668 - 52110220-58200-41545

2018 JAG - \$82,924 - 52110220-58200-42665

2019 JAG - \$75,377 - 52110220-58200-42711

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Grant	Total Project/Account:	\$0	\$218,858	(\$218,858)
		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$0	\$218,858	(\$218,858)

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

No	Appropriation Amount:	\$218,858	Transfer Amount:
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Appropriation By:

Comments:

Supporting Documents: Other Departments, Boards, Commissions or Agencies:

 NIBIN System - Option 2.pdf  ULTRA Proposal for IBIS  Systems - NIBIN.pdf ULTRA Sole Source Letter - NIBIN System.pdf	
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2.2 Option 2

Item	Description	Total Price (USD)
8.	NIBIN Cartridge Cases Acquisition & Triage Package , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) PAG800 Stereo Zoom Microscope - One (1) color printer	\$139,547
9.	Services include installation and commissioning, on-site training for up to two (2) trainees, and one-year SafeGuard Warranty for item 8 above	Included
10.	Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded	\$1,051
11.	Travel and living expenses for Forensic Technology's Installer and Instructor	\$4,255
TOTAL PRICE (US Dollars)		\$144,853

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price
12.	One (1) additional year	\$17,093	(\$814)	\$16,279
13.	Three (3) additional years	\$52,834	(\$6,285)	\$46,549
14.	Five (5) additional years	\$90,751	(\$16,746)	\$74,005

NOTES:

- Prices for all optional SafeGuard Warranty items are based on purchase at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
- Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
- Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.
- The Customer confirmed exemption from sales tax and will provide Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.

ULTRA.

Proposal for IBIS® Systems

Submitted to the: Odessa Police Department

205 N Grant Ave
Odessa, Texas 79761

Attention:

Mr. Michael Gerke
Chief of Police

By: Forensic Technology, Inc., an associate company of Ultra Electronics Forensic Technology Inc.

7975 114th Ave. North, Suite 2500
Largo, FL 33773-5028

Date: February 6, 2020

Reference No.: S-07105, Rev. 02

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are exempt from disclosure under the Freedom of Information Act, that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

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- Sole Source Letter
- About Forensic Technology
- Ways to join NIBIN
- IBIS Training Programs
- Services covered by SafeGuard

1 Executive Summary

Forensic Technology, Inc., an associate company of Ultra Electronics Forensic Technology Inc. (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Odessa Police Department** (hereinafter referred to as the **Customer**) with this budgetary price quote for options of our latest generation of Integrated Ballistic Identification System (**IBIS®**) and Projectina PAG800 Stereo Zoom Microscope.

1.1 Solution Overview

Forensic Technology offers the world's leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

Each IBIS solution package features the latest generation of IBIS technology and includes exceptional 3D imaging, the best comparison algorithms for ballistic evidence in large databases, and a reliable and secure data management infrastructure.

Option	Description
1.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package , comprising: <ul style="list-style-type: none">- One (1) BRASSTRAX™ Acquisition Station- One (1) MATCHPOINT™ Analysis Station for Cartridge Cases- One (1) PAG800 Stereo Zoom Microscope
2.	NIBIN Cartridge Cases Acquisition & Triage Package , comprising: <ul style="list-style-type: none">- One (1) BRASSTRAX™ Acquisition Station- One (1) PAG800 Stereo Zoom Microscope

NOTE: Please see the attached brochure "Ways to join NIBIN" for detailed product features and functionality.

1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Brandon Huntley** in Phoenix, Arizona at telephone number +1 602 826 8802 or via e-mail at Brandon.Huntley@ultra-ft.com.

2 Pricing and Standard Terms

This section details our prices and standard terms.

2.1 Option 1

Item	Description	Total Price (USD)
1.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) MATCHPOINT Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope - One (1) color printer	\$200,994
2.	Services include installation and commissioning, on-site training for up to two (2) trainees, and one-year SafeGuard Warranty for item 1 above	Included
3.	Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded	\$1,093
4.	Travel and living expenses for Forensic Technology's Installer and Instructor	\$5,407
TOTAL PRICE (US Dollars)		\$207,494

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price
5.	One (1) additional year	\$24,774	(\$1,179)	\$23,595
6.	Three (3) additional years	\$76,575	(\$9,109)	\$67,466
7.	Five (5) additional years	\$131,530	(\$24,270)	\$107,260

2.2 Option 2

Item	Description	Total Price (USD)
8.	NIBIN Cartridge Cases Acquisition & Triage Package , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) PAG800 Stereo Zoom Microscope - One (1) color printer	\$139,547
9.	Services include installation and commissioning, on-site training for up to two (2) trainees, and one-year SafeGuard Warranty for item 8 above	Included
10.	Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded	\$1,051
11.	Travel and living expenses for Forensic Technology's Installer and Instructor	\$4,255
TOTAL PRICE (US Dollars)		\$144,853

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price
12.	One (1) additional year	\$17,093	(\$814)	\$16,279
13.	Three (3) additional years	\$52,834	(\$6,285)	\$46,549
14.	Five (5) additional years	\$90,751	(\$16,746)	\$74,005

NOTES:

- Prices for all optional SafeGuard Warranty items are based on purchase at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
- Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
- Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.
- The Customer confirmed exemption from sales tax and will provide Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.

Standard Terms

2.3 Proposal/Offer Validity Period

This is a budgetary proposal, designed to provide information on the prices of Forensic Technology's products and services. It reflects the best estimate of the true and necessary expenditures for the project. As such, all information in this proposal, including without limitation price, technical specifications and delivery timeline, is subject to confirmation prior to acceptance of a contract or purchase order by Forensic Technology. All information is current as of the date of issuance of this proposal and is expected to remain substantially the same until **May 31, 2020**.

2.4 Currency

All prices are quoted in **United States Dollars**.

2.5 Payment Terms

Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days from the date of our invoice.

2.6 Delivery

The delivery of the equipment will be within one hundred and twenty (120) days after receipt and acceptance of purchase order.

The installation date at the Customer site will depend on site readiness, including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

2.7 Shipping, Duties, Taxes and Fees

The equipment will be shipped **DDP Customer Premises (Incoterms® 2020), unloaded**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site, for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto, and for unloading the shipment on the Customer's loading dock. **The quoted price excludes any income, sales and/or withholding taxes, as well as storage fees, which will be for the Customer's account.**

2.8 Property Title and Risk of Loss

Title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

2.9 Warranties, Material and Workmanship

Forensic Technology warrants to the Customer that all products delivered shall be free from defects in material, workmanship, and title.

Initial delivery will consist of factory new parts. Replacement parts delivered during the warranty period may be refurbished products or parts.

Forensic Technology expressly warrants the products manufactured by it as meeting the applicable specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

2.10 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A Memorandum of Understanding (MOU) between the agencies must be in place.

NOTE: In order to remain on NIBIN, the Customer will need to maintain the following:

- A valid SafeGuard Warranty with Forensic Technology
- A valid Memorandum of Understanding (MOU) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

2.11 Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

2.12 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

2.13 Termination for Convenience

Upon written notice from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

2.14 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

2.15 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement prior to having access to the system. License fees for all software provided with the system are included in the initial purchase price, and are included in any subsequent SafeGuard charges.

2.16 Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

2.17 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice>.

2.18 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
 - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
 - to another person with the intention to reward a person for the improper performance of such a function or activity;
 - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
 - to a Public Official (or his representative), any political party or party official, any candidate for political office:
 - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
 - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
 - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
 - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

3 Scope of Services

This section details the services included in this proposal.

3.1 Site Survey

The purpose of a site survey is to verify that the site(s) selected by the Customer for the installation of the system complies with the facility requirements described in the IBIS Facilities Requirements Overview.

Ahead of equipment shipment, Forensic Technology requires that the Customer conduct a site survey and provide supporting documentation, including but not limited to:

- Photographs and floor plan with dimensions of the proposed location
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

Further guidance on the site survey and supporting documentation will be provided by Forensic Technology at contract award or shortly thereafter.

Upon completion of the site survey, Forensic Technology will either provide confirmation of site compliance, or will outline instructions and recommendations that the Customer needs to carry out to ensure the site is ready to receive the system.

NOTES:

- 1. If, at installation time, one or more sites do not fully meet our facility requirements, and our technician has to return on-site or extend his visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be charged to the Customer.**
- 2. In the event the Customer does not complete the site survey and Forensic Technology needs to send a field technician on-site to complete the review, a fee of US\$2,200 will be for the Customer's account.**

3.2 Equipment Transport and Delivery

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the delivery process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

3.3 Installation

The installation of the proposed system at the Customer-prepared site will be concluded as follows:

Option	Description	Duration
1.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	Within one (1) working day
2.	NIBIN Cartridge Cases Acquisition & Triage Package	Within one (1) working day

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

3.4 On-Site Acceptance

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer.

3.5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. **If the trainees are not already ATF-certified NIBIN users, they will have to meet ATF certification requirements in order to be granted access to NIBIN by ATF.**

3.5.1 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access two (2) introductory online courses: Firearms 101 and Cartridge Case Triage.

These courses are introductory level, designed for trainees who are not yet familiar with the design/function of firearms, distinguishing features of bullets and cartridge cases, screening of evidence collected at crime scenes, or evidence handling protocol when using an IBIS Acquisition Station.

Based on their prior knowledge levels, trainees may be asked to complete one (1) or both of these courses prior to the start of Basic User Training.

3.5.2 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees. Duration and content will vary based on the equipment purchased and will be confirmed at a later date.

NOTE: Please see the attached brochure for additional details on training programs.

3.5.3 Training – Manufacturer’s Recommendation

In order to maximize the Customer’s investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology or NIBIN certified instructor prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified instructor also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Services team.

3.6 SafeGuard Warranty

The proposed IBIS equipment includes a one-year SafeGuard Warranty covering parts, labor and software upgrades that commences upon the successful completion of the On-Site Acceptance, or three (3) months from the date of shipment, whichever occurs first.

NOTES:

- 1. If the on-site Test Procedure takes place more than three (3) months from the date of shipment due to delays in the installation of JUTNet communication lines, the start of the warranty will be postponed accordingly.**
- 2. Please see the attached brochure for additional details on SafeGuard.**
- 3. The Customer will need to maintain a valid SafeGuard Warranty with Forensic Technology in order to remain on NIBIN. Please see section 2.10.**

4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32 and 122 degrees Fahrenheit) with a relative humidity between 50% and 70%.

4.1.1 Crate Dimensions

The equipment is delivered in wooden crates and the dimensions are as follows:

Option	Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
		Crate 1	Crate 2
1.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb
2.	NIBIN Cartridge Cases Acquisition & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb

4.2 Environment

Air conditioning is mandatory. The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

Forensic Technology recommends that the system be installed in a relatively dust-free operating environment. Carpeting is not recommended.

4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
BRASSTRAX Acquisition Station	The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" x D97" x standard room height.
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.

Equipment	Footprint
Printer	The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" x D30" x standard room height.
PAG800 Stereo-Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo-Zoom Microscope	n/a	

NOTE: All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.

4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.

NOTE: Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.

4.6 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m (100'), Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN.
- If there is one or more system components to be installed in the same building but at different locations (i.e. not in the same room), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m (79") of the component.

ULTRA.

Ultra Electronics Forensic Technology Inc.

5757, boul. Cavendish Blvd

Bureau/Suite 200

Côte St-Luc, Québec

H4W 2W8

Canada

Tel +1 514 489 4247

Fax +1 514 485 9336

Sans Frais/TollFree +1 888 984 4247

www.ultra-forensictechnology.com

February 6, 2020

Odessa Police Department
205 N Grant Ave
Odessa, Texas 79761

Subject: Sole Source Letter

To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially-sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and associated companies (hereinafter collectively referred to as **Forensic Technology**), who have been duly authorized and trained to do so.

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS, can provide their proprietary products, IBIS BRASSTRAX™, IBIS BULLETRAX™, IBIS MATCHPOINT™, IBIS Data Concentrator, IBIS Correlation Engine, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto. Furthermore, IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone and passed the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely yours,



Stacy Stern, M.F.S.

Vice President Sales and Marketing

ABOUT ULTRA ELECTRONICS FORENSIC TECHNOLOGY



Forensic Technology is a leading provider of forensic investigation and analysis tools used by law enforcement agencies around the world to keep their societies safe.

We created **IBIS**® (the Integrated Ballistic Identification System) in 1991 and are pioneers in automated ballistics identification. IBIS helps forensic experts provide detectives with timely information about guns, crimes, and suspects. It does so by suggesting possible matches between pairs of fired bullets and cartridge cases. It finds the proverbial "needle in the haystack" and it does so at speeds well beyond human capabilities. In 2011 we added forensic document examination to our portfolio of solutions through our purchase of Swiss-based Projectina AG, a manufacturer of optical and opto-electronic systems.

Forensic Technology is a customer-driven organization that partners with hundreds of public safety agencies in over 130 countries. We provide cost-effective crime-fighting solutions a solid corporate infrastructure that governments can call upon for forensic investigation and analysis.

With vast experience in scalable, sustainable, networked solutions, our engineering, forensic, and law-enforcement professionals provide worldwide 24/7-customer support and dedicated training facilities. Our products are powerful tools that can be used for independent examination. But when networked, they become powerful systems that facilitate data analysis and intelligence sharing among agencies and across jurisdictional boundaries.

In 2014, we joined Ultra Electronics, a successful international defense, security, transport, and energy company. Ultra has a long and consistent record of innovating and engineering solutions that satisfy customer requirements (www.ultra-electronics.com).

Forensic Technology helps law-enforcement agencies around the world achieve higher levels of performance in the fight against crime. We continue to innovate so the world can be a safer place.

For more information, please visit www.ultra-forensictechnology.com.

Ultra
ELECTRONICS

FORENSIC
TECHNOLOGY

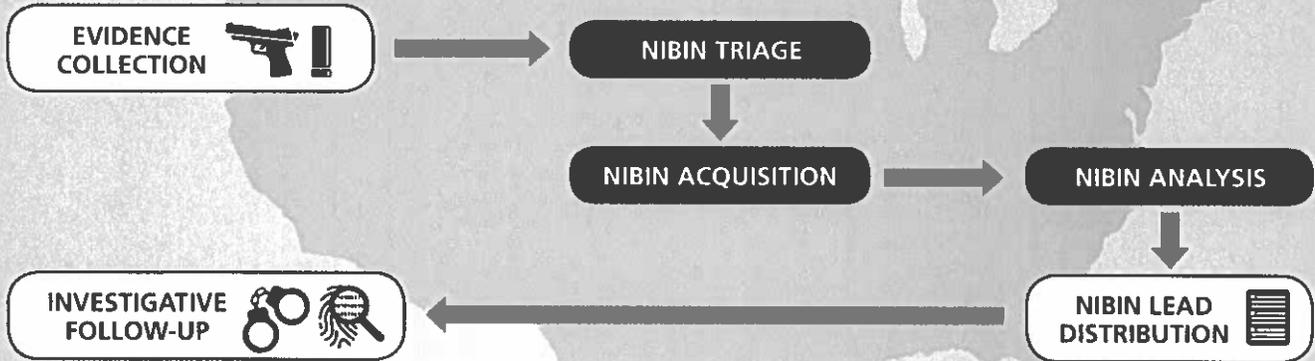
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WAYS TO JOIN NIBIN

Entering firearm evidence into the **National Integrated Ballistic Information Network** produces new investigative leads by linking firearm-related crimes.



Managed by ATF, the NIBIN program is a partnership with federal, state, county, local, and tribal law enforcement agencies.

Depending on an agency's needs and capabilities, there are various options for them to join NIBIN and benefit from broader crime gun intelligence.



	PAG 800	BRASSTRAX	MATCHPOINT
1 FULL CAPABILITY NIBIN Cartridge Case Triage, Acquisition, and Analysis	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
2 ANALYSIS BY PARTNER AGENCY OR NNCTC NIBIN Cartridge Case Triage and Acquisition	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3 SEND OR CARRY TO PARTNER Submit evidence to partner NIBIN site or take it there to enter yourself	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

NIBIN National Correlation and Training Center (NNCTC)

ATF provides dedicated resources for the turnaround of investigative leads within 24-48 hours.

NNCTC partnership is subject to ATF approval.

NIBIN TRAINING & E-LEARNING

Access to NIBIN requires formal training, offered on-site or at a training center.

Every NIBIN user has access to an e-learning service to deepen their knowledge and maximize their effectiveness, including multimedia training courses, user guides, how-to videos, and informative webinars.



PROJECTINA

PAG 800

NIBIN CARTRIDGE CASE TRIAGE

The stereo zoom microscope enables a NIBIN technician to triage cartridge cases collected from a crime scene, and those that are test-fired from a seized firearm, selecting the best candidates for entry into NIBIN.



NIBIN CARTRIDGE CASE ACQUISITION

Digitally captures the regions of interest on a cartridge case in 2D and 3D, revealing considerable impression detail and multiple viewing perspectives that are uploaded onto NIBIN to automatically search for matches.



NIBIN CARTRIDGE CASE ANALYSIS

Provides extensive 2D and 3D viewing tools to review the correlation results, significantly increasing identification success rates.

High-confidence matches can be quickly communicated as leads to investigators.



**FORENSIC
TECHNOLOGY**

Follow us



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IBIS TRAINING PROGRAMS

WHO BETTER TO TRAIN YOU ON IBIS THAN THE MAKERS OF IBIS?

IBIS TRAINING FOR A HIGHER SUCCESS RATE



The Integrated Ballistics Identification System (IBIS®) is backed by over 25 years of leading-edge innovation, helping law enforcement professionals in over 80 countries and territories reduce gun crime, apprehend criminals, and make society safer. **Our mission is to ensure that customers get the most from their investment by providing high-quality training.**

PROFESSIONALLY-DEVELOPED COURSES

To provide a balance of active participation and learning effectiveness, our training programs consist of a variety of modules including presentations, hands-on sessions, group discussions, and real-world scenarios to ensure a successful IBIS program. The courses that we offer are:

IBIS BRASSTRAX™ Acquisition and Triage

Introduces trainees to the basics of acquiring cartridge cases using the BRASSTRAX Acquisition Station. Trainees will learn the basics of triaging fired cartridge cases recovered from crime scenes, as well as testfired cartridge cases, in order to select suitable candidates for image capturing with the IBIS system.

IBIS BULLETRAX™ Acquisition

Introduces trainees to the basics of acquiring bullets using the BULLETRAX Acquisition Station.

IBIS MATCHPOINT™ Correlation

Introduces trainees to the essentials of analyzing bullet and/or cartridge case images using the MATCHPOINT Analysis Station.

IBIS HD3D™ Management

Provides law enforcement agency supervisors with the essential knowledge and strategies to create effective IBIS-use protocols and procedures within their organizations.

Train the Trainer for IBIS BRASSTRAX™

Ensures that in-house trainers are prepared to deliver relevant and useful material that will be used to train, coach, and support new and existing IBIS BRASSTRAX users.

BRINGING OUR EXPERTISE TO YOU

Our highly-experienced trainers work closely with our product development team to deliver relevant, applicable, and up-to-date training based on the latest technology. Depending on your specific needs, our instructors can conduct **one-on-one sessions, consult with small groups, or combine a mix of both**—all in the convenience of your own facility, no matter where you are located.

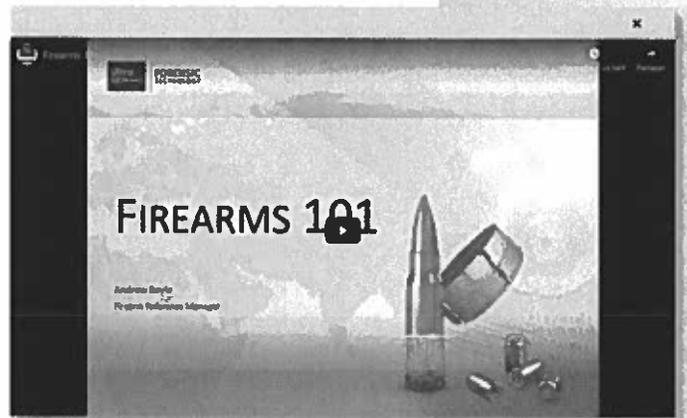
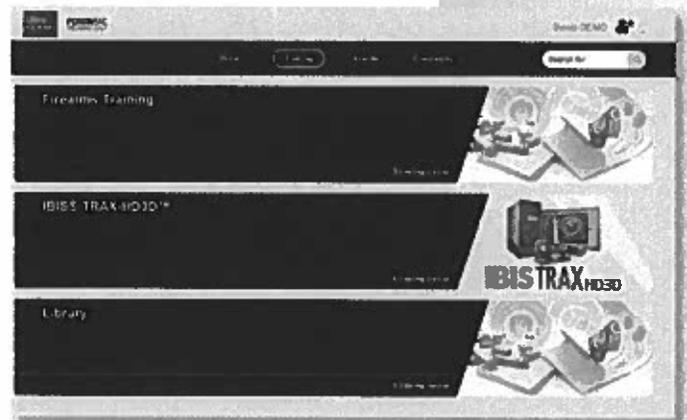
MULTILINGUAL LEARNING SUPPORT

Ultra Electronics Forensic Technology Inc. is a global organization with dynamic trainers from diverse linguistic backgrounds. Our in-depth training courses are currently offered in multiple languages.

E-LEARNING

An arsenal of information at your fingertips 

All IBIS users gain access to the **Forensic Technology e-learning system** designed to further enhance the IBIS user experience. Our growing resource library is available through a **secure web portal**, giving you **exclusive access to basic training courses, user guides, and other valuable documents**, as well as **webinars and how-to videos** designed to help you maximize your IBIS investment.



GETTING STARTED

The Forensic Technology training team can **deliver courses without disrupting your organization's workflow**. Contact your dedicated representative to book training sessions to help ensure that you get the most out of IBIS.

Ultra
ELECTRONICS

FORENSIC
TECHNOLOGY

Follow us    
www.ultra-forensictechnology.com

Services Covered by



Our goal is to provide customers with service that exceeds industry standards in quality, security, and customer satisfaction.



FOLLOW-THE-SUN SUPPORT

Our Support Center is always open for business no matter what day of the week or time of the day.

- > 24/7 hotline with callback within one hour
- > Toll-free customer support
- > E-mail and website services:
 - fti.support@ultra-ft.com
 - ultra-forensictechnology.com



EXPERT TECHNICAL SUPPORT

Our multi-tiered technical support ensures that system incidents are diagnosed and resolved efficiently and promptly.

- > Remote diagnosis and resolution by certified specialists
- > On-site service by certified field technicians, including travel expenses
- > On-site repair of defective components
- > Spare parts at our support office in Largo, FL



PROACTIVE SYSTEM CARE

Our multi-pronged approach to maintenance ensures maximum system uptime.

- > Remote verification of critical system components
- > Scheduled preventive maintenance visits
- > All maintenance and software upgrades are scheduled to minimize impact on customer operations



SOFTWARE UPGRADES

Your IBIS system will remain current with the latest software developments once approved by ATF.

- > Software upgrades to deliver new features and functionalities developed by our team of scientists
- > Hotfixes to correct software bugs
- > Service packs to distribute software enhancements and minor functionality upgrades
- > Minor hardware upgrades to ensure that your software continues to run optimally
- > Backward compatibility with your existing IBIS data
- > Automated software deployment to minimize system downtime



CONTINUOUS EDUCATION

We not only invest in the evolution of our products but also in the knowledge and skill level of system users.

- > E-learning portal to provide access to the latest user documentation, online courses, and videos that demonstrate tips and techniques
- > Available coaching sessions to help users master acquisition and analysis to stay up-to-date regarding latest features



ANNUAL STATUS REPORT

Provide an Annual Status Report detailing all support activities that took place during the contracting period.



ADVANCED SECURITY

IBIS Advanced Security services including OS patching, anti-virus updates, and vulnerability management are deployed on NIBIN. As such, customers connecting to NIBIN take advantage of these additional security features.



AVAILABILITY COMMITMENT

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Hal Feldman / Tom Kerr	Regular
Department:	Public Works / Traffic Engineering	Ordinance

Finance Committee Review? No

CAPTION

Consider an ordinance to establish signalized intersections, speed limits, reduced speed school zones and prohibited parking zones. (Ordinance - First Approval)

SUMMARY OF ITEM

Traffic Signals

Both Dawn Ave & 87th St and Evans Blvd & 87th St have satisfied the required warrants to justify the installation of a traffic signal. The Dawn signal will help during the peak school hours and the Evans will help with all the traffic from the North Park development.

Speed limits

Trunk Street was annexed in January 2019. As in the case of all the other annexed streets, this is being brought into the City's ordinances so that the speed limit is enforceable.

Arroyo Road was recently completed and opened to traffic. It has the potential to serve as a backage road to the SH 191 frontage road.

School Zones

Lamar Elementary warrants for a school zone on Lettie Lee Avenue. ECISD will purchase the equipment, City will install and maintain.

First Baptist Church warrants for a school zone on 7th Street. The Church will pay for the equipment & installation and City will maintain.

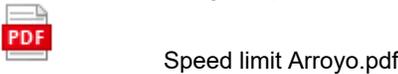
St. Mary's Church warrants for a school zone on 18th Street. The Church will pay for the equipment and the City will install and maintain.

Prohibited Parking Zones

The proposed changes to the prohibited parking on Muskingum Ave are associated with the request of ORMC for an all-way stop at 5th Street and an additional crosswalk. The changes mainly have to do with increasing visibility around the new crosswalk.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
      	



PROPOSED: 
TRAFFIC SIGNAL



TRUNK ST.

PROPOSED: 35 MPH SPEED LIMIT



 **PROPOSED: 40MPH SPEED LIMIT**



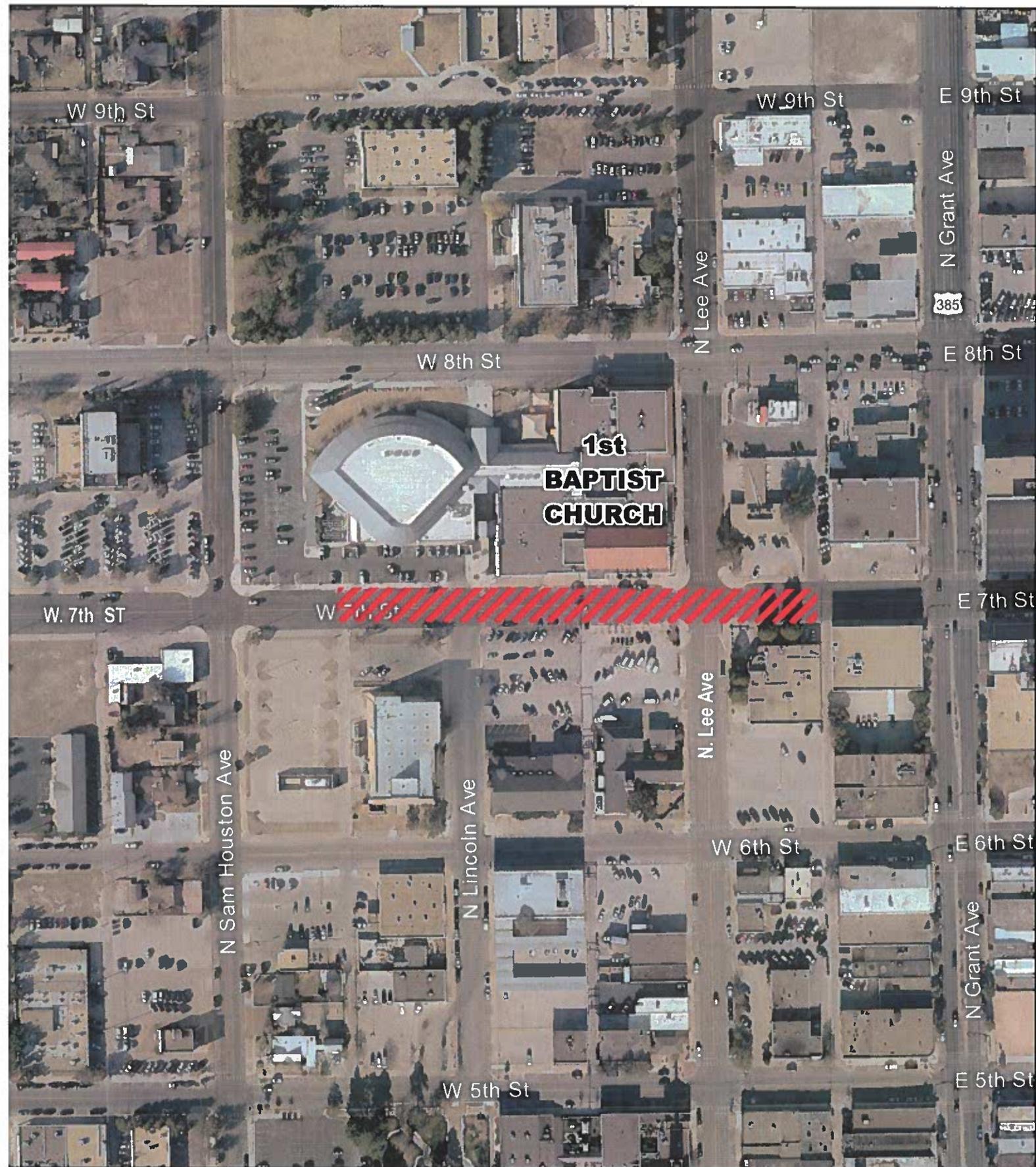


**LAMAR EARLY
EDUCATION CENTER**

LETTIE LEE AVE

PROPOSED: 

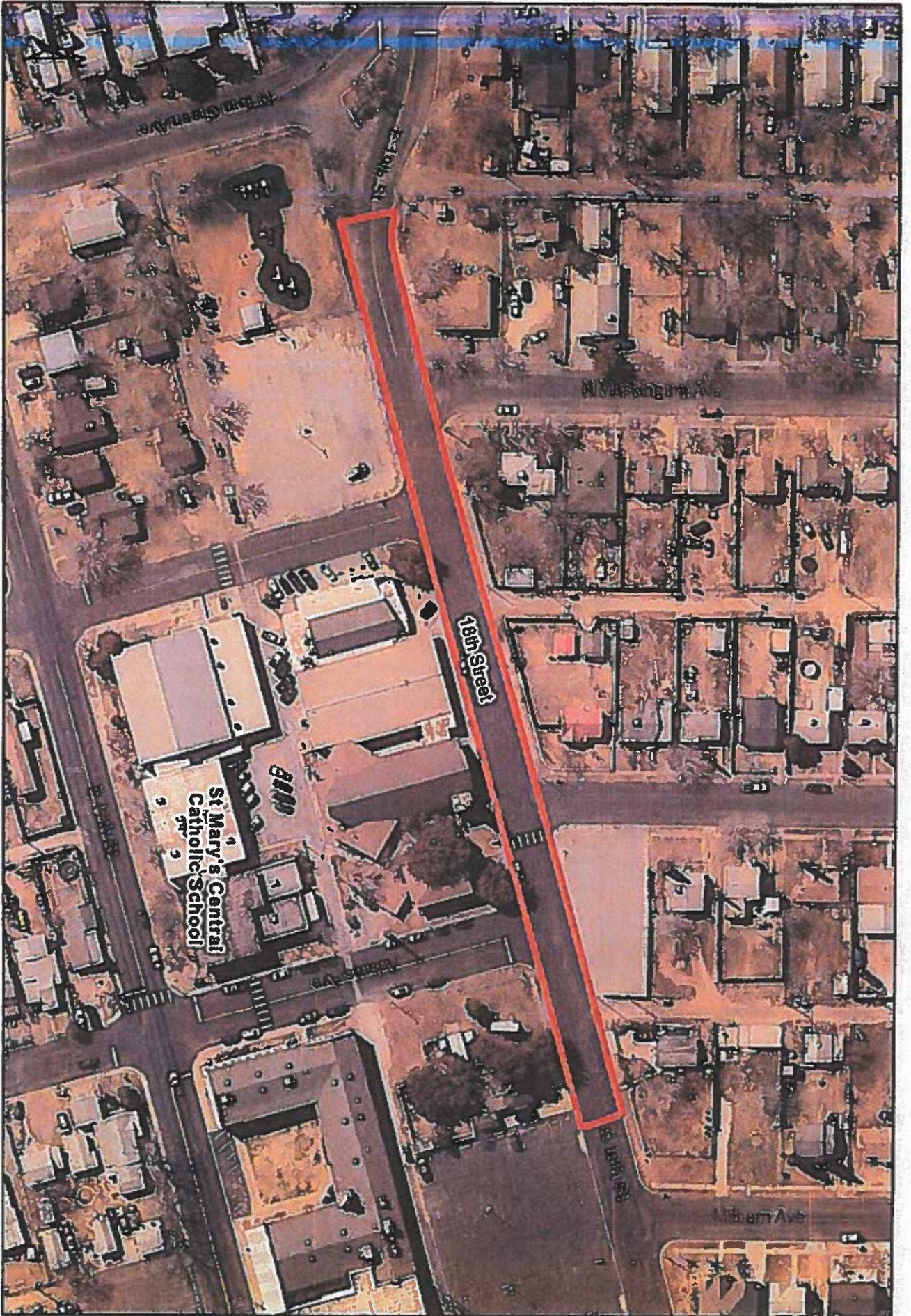
REDUCED SPEED SCHOOL ZONE



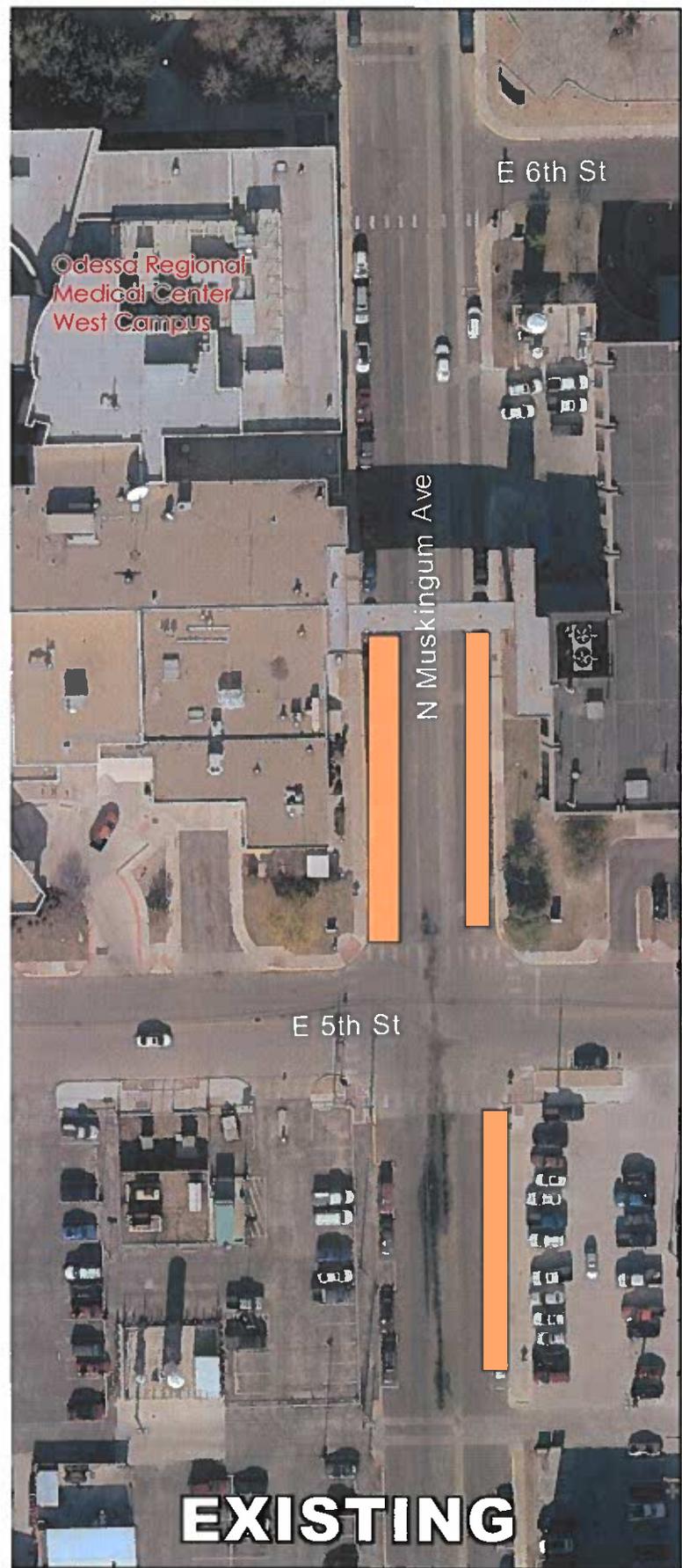
**1st
BAPTIST
CHURCH**

PROPOSED: 

REDUCED SPEED SCHOOL ZONE



Proposed Reduced Speed School Zone



PROHIBITED PARKING

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Hal Feldman / Tom Kerr	
Department:	Public Works	Regular Resolution

Finance Committee Review? No

CAPTION

Consider adoption of revised Master Thoroughfare Plan (MTP). (Resolution)

SUMMARY OF ITEM

After finishing the recently adopted Transportation Master Plan process, staff has reviewed the roadway network and is suggesting changes to the existing MTP inside the city limits:

1. Dixie Blvd - downgrade from a major to a minor arterial
2. 52nd / 56th Street- downgrade from a major to a minor arterial
3. Billy Hext Rd - downgrade from a major to a minor arterial
4. CR 1290 - downgrade from a major to a minor arterial
5. Mission Blvd - upgrade from a collector to a minor arterial

The first four roadways on this list are downgrading classifications, from a 7-lane to a 5-lane roadway section. These roads have higher classified roadways abutting them to carry traffic. A downgrade will also reduce future roadway maintenance needs.

The last roadway on the list will result in a higher roadway classification. This roadway has been constructed and is already in service. No future widening is anticipated.

FISCAL IMPACT? No

Comments:

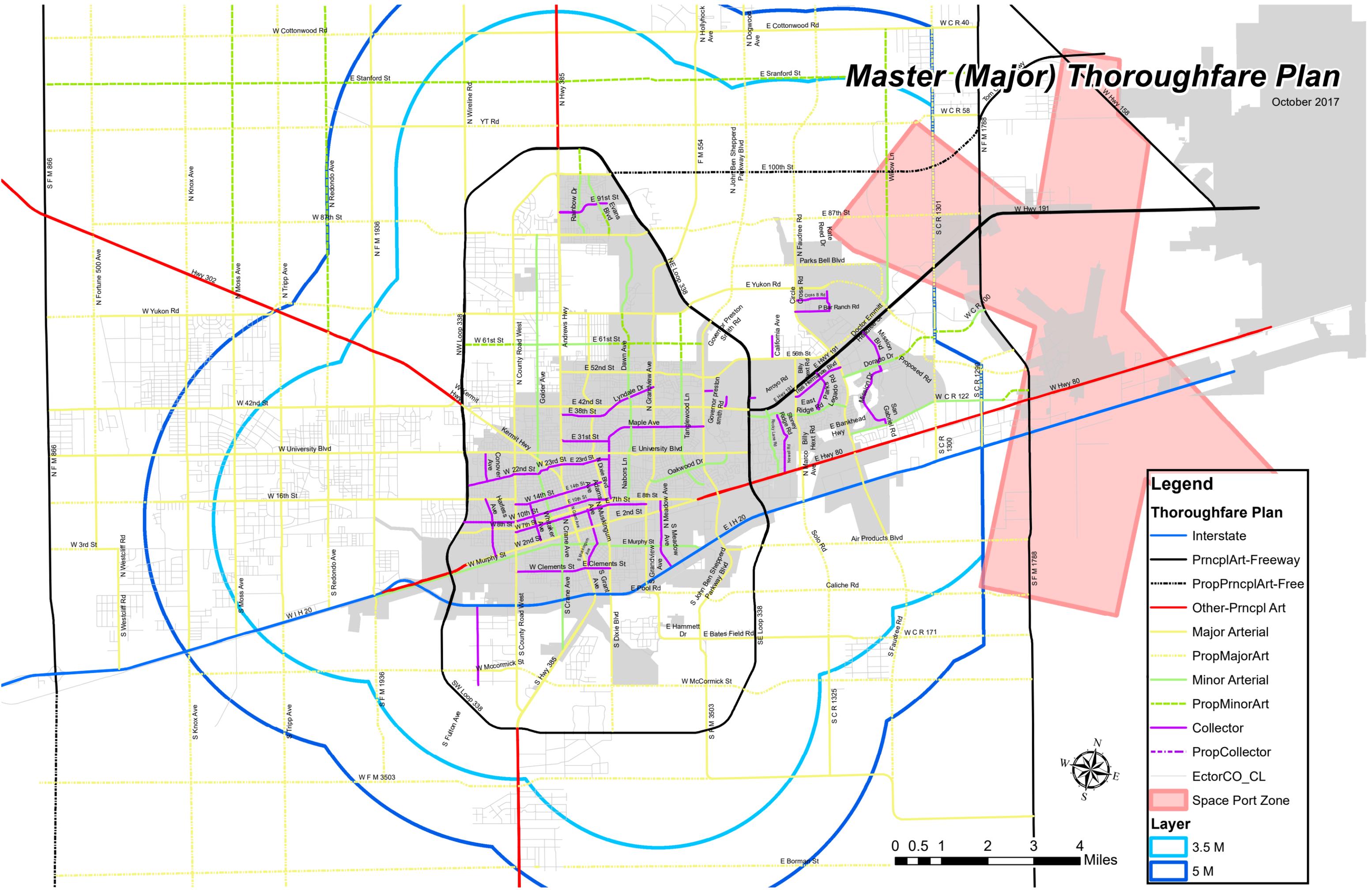
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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	MTP (existing).pdf
	Proposed MTP (with
changes).pdf	Proposed MTP.pdf
	
	7r-025 MTP.pdf

Other Departments, Boards, Commissions or Agencies:

Master (Major) Thoroughfare Plan

October 2017



Legend

Thoroughfare Plan

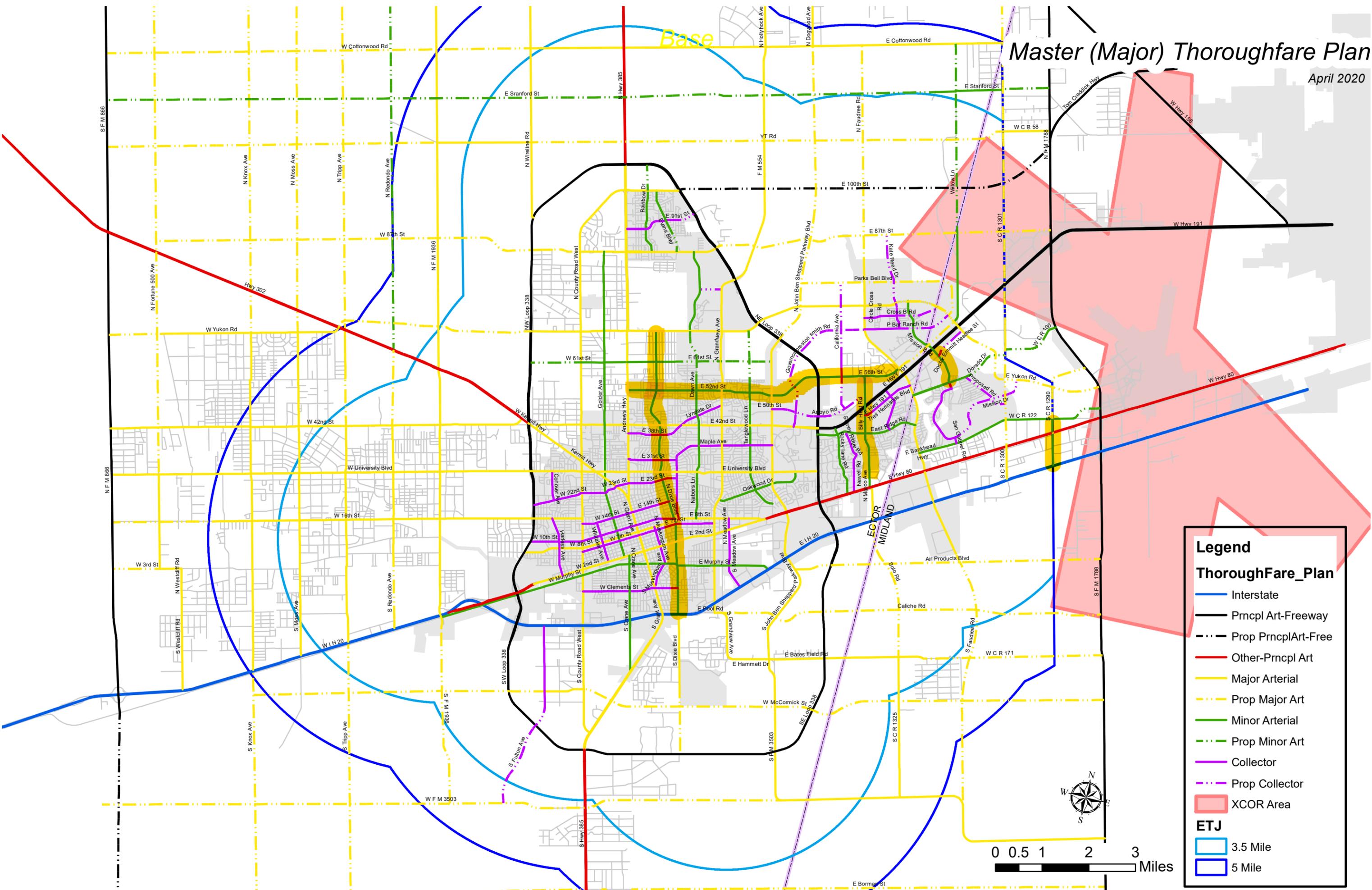
- Interstate
- PrncplArt-Freeway
- PropPrncplArt-Free
- Other-Prncpl Art
- Major Arterial
- PropMajorArt
- Minor Arterial
- PropMinorArt
- Collector
- PropCollector
- EctorCO_CL
- Space Port Zone

Layer

- 3.5 M
- 5 M

Master (Major) Thoroughfare Plan

April 2020



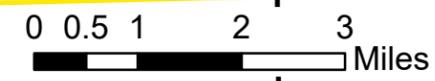
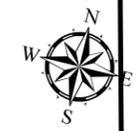
Legend

Thoroughfare_Plan

- Interstate
- Prncpl Art-Freeway
- Prop Prncpl Art-Free
- Other-Prncpl Art
- Major Arterial
- Prop Major Art
- Minor Arterial
- Prop Minor Art
- Collector
- Prop Collector
- XCOR Area

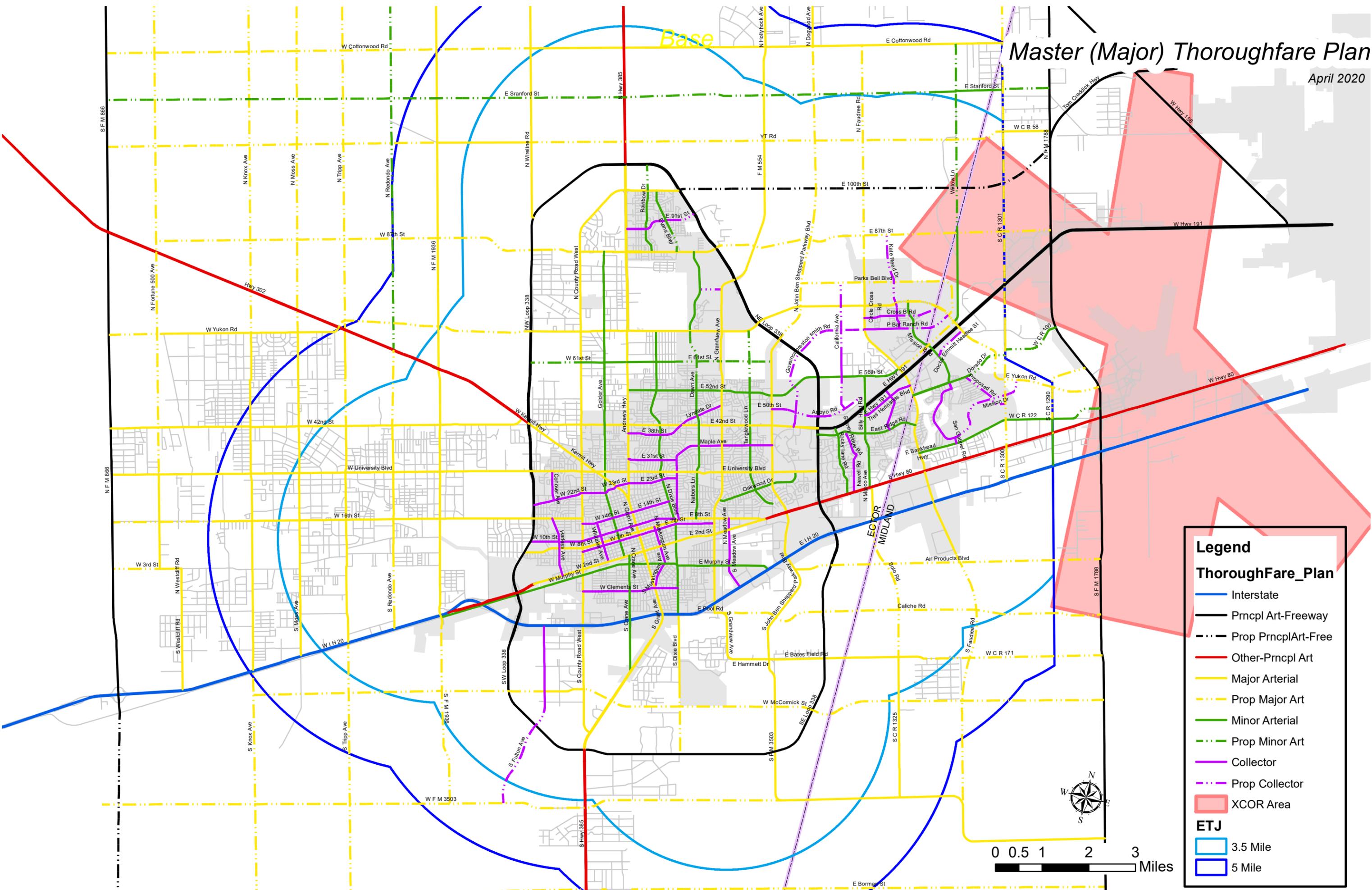
ETJ

- 3.5 Mile
- 5 Mile



Master (Major) Thoroughfare Plan

April 2020



Base

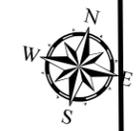
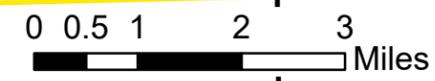
Legend

Thoroughfare_Plan

- Interstate
- Prncpl Art-Freeway
- Prop Prncpl Art-Free
- Other-Prncpl Art
- Major Arterial
- Prop Major Art
- Minor Arterial
- Prop Minor Art
- Collector
- Prop Collector
- XCOR Area

ETJ

- 3.5 Mile
- 5 Mile



RESOLUTION NO. 2020R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, ADOPTING THE PROPOSED CHANGES TO THE MASTER THOROUGHFARE PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on October 24, 2017, the City Council of the City of Odessa, Texas, adopted the Master Thoroughfare Plan; and

WHEREAS, after completing the Transportation Master Plan, staff has reviewed and recommend changes to the Master Thoroughfare Plan based on overall pavement maintenance requirements, Transportation needs and future funding needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the proposed Master Thoroughfare Plan, attached hereto as Exhibit A, is approved and adopted.

Section 2. That the City Manager is authorized to execute any documents necessary to implement this resolution.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of April, A.D., 2020, by the following vote:

Malcolm Hamilton	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved the 14th day of April, A.D.,2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Books, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Steve Patton	Consent
Department:	Parks & Recreation	

Finance Committee Review? Yes

CAPTION

Consider a Resolution to approve a Professional Services Agreement with KDC Associates

SUMMARY OF ITEM

The Parks and Recreation Master Plan (Table 7.2, Priority #5) contains a list of prioritized Park improvement projects in which Floyd Gwin Park is next on the list to renovate. Planned renovations include a three (3) field Baseball Complex, walking trail, picnic pavilions, volleyball courts, basketball courts, tennis courts, parking lots, irrigation system, lighting and upgraded utilities. Additionally, KDC Associates will provide the design and specifications as needed for the two (2) Tennis Courts and two (2) Basketball Courts planned for Sherwood Park as a bid alt.

KDC Associates proposal is to provide Landscape Architecture and Engineering services needed for the design, plans, specifications, bid documents, record keeping and on-site inspections to complete the renovations planned for Floyd Gwin Park. The Base Fee associated with providing these services is \$892,000.00.

KDC Associates is on the FY 2019-2020 pre-approved list of consultants for Park improvement projects.

Staff recommends approval of the KDC Associates Agreement.

FISCAL IMPACT? Yes

Fiscal Year:	2019-2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Supplemental	Total Project/Account:	\$9,100,000	\$892,000	\$8,208,000
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$9,100,000	\$892,000	\$8,208,000

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

No	Appropriation Amount:	Transfer Amount:
----	-----------------------	------------------

Appropriation By:

Comments:

C.O. Issue - subject to Council Discussion Acct#55210420-58100

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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 Gwin Park- Resolution.docx  Gwin Sherwood Park Attachment A.pdf  Floyd Gwin Sherwood Park (RC EDIT 3.31.2020).pdf	4r-016 PSA KDC Assoc Floyd C-1-475 PSA KDC Floyd C-1-475 PSA KDC	
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STATE OF TEXAS §
 §
COUNTY OF ECTOR §

**PROFESSIONAL SERVICES AGREEMENT
FOR THE
CITY OF ODESSA, TEXAS**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the City of Odessa, a Texas municipal corporation, with its principal office at 411 West 8th Street, Odessa, Ector County, Texas (hereinafter referred to as “City”), and KDC Associates whose principal office is at 4400 N. Big Spring, Suite 203, Midland, Texas 79705 (hereinafter referred to as “Professional”).

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which Professional shall provide the services described herein in order to provide for the Professional Landscape Architectural Services for Floyd Gwin Park and Sherwood Park as described in Attachment “A.”

**ARTICLE II
TERM AND TERMINATION**

2.1 **Term.** The term of this Agreement shall begin on the last date of execution of the Agreement. Professional understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to City as shown on Attachment “A.”

2.2 **Termination.**

2.1.1 City or Professional may cancel or terminate this Agreement upon thirty (30) days written notice to the other, with the provision and understanding that immediately upon receipt of notice of such cancellation from either party to the other, all work and labor being performed under this Agreement shall immediately cease, pending final cancellation at the end of such thirty-day period, and further provided that Professional shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination.

2.1.2 All completed or partially completed studies, reports, drawings, documents, and material prepared under this Agreement shall then be delivered to City, which it, its agents or contractors, may use without restraint for the purpose of completing the project.

2.1.3 All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. Professional shall be liable for any additional cost to complete the project as a result of Professional’s termination of this Agreement without cause.

ARTICLE III
SCOPE OF SERVICES

3.1 Services.

3.1.1 Professional's services hereunder shall include, but shall not be limited to, the services described in Attachment "A."

3.1.2 Professional shall work under the direction of Steve Patton, Director of Parks and Recreation (hereinafter referred to as "Director") and appropriate City officials and perform any and all related tasks required in order to fulfill the purposes of this Agreement.

3.1.3 The services will be conducted on a step-by-step basis as authorized by Director. The services to be rendered by Professional may be limited or modified by Director. Director may authorize a phase to be completed and then terminate the agreement by not authorizing any of the remaining phases.

3.1.4 Professional shall deliver all applicable data, reports, and documents that result from its performance of this Agreement to Director in such form as is satisfactory to Director.

3.1.5 Director or his designee shall be invited to all development and progress meetings involving Professional, and shall be provided an agenda of the items to be discussed at the time of such invitation.

3.1.6 Modifications:

- i. Professional shall inform Director if any requested modifications or changes are outside the current scope of services and will increase the costs prior to beginning any such work.
- ii. Any modifications or accumulations of modifications resulting in an increase in the project scope or cost, equal to or greater than five percent (5%) or ten thousand dollars (\$10,000.00), whichever is less, shall be directed to Director.
- iii. Any modifications or accumulations of modifications resulting in an increase in the project scope or cost, outside the parameters of 3.1.6(ii) and up to fifty thousand dollars (\$50,000.00) shall be directed to the City Manager for further approval.

3.2 Performance of Services.

3.2.1 Professional, and its employees or associates, jointly shall perform all the services under this Agreement in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. Professional represents that all its employees who perform services under this Agreement shall be qualified and competent to perform the services described in Attachment "A."

3.2.2 Professional shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and

other services furnished by Professional under this Agreement, and City may look solely to Professional for performance of these services.

3.2.3 Approval by City of drawings, designs, specifications, reports, and incidental work shall not in any way relieve Professional of responsibility for the technical accuracy, quality, and timely completion, of the work. City's review, approval, acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3.3 **Revision of Documents.**

3.3.1 City reserves the right to direct substantial revision of the documents after approving them, but in such event City shall pay to Professional just and equitable compensation, determined by mutual agreement, for services rendered in making such revisions.

3.3.2 If revisions are required by reason of Professional's negligent error or omission, then such revisions will be made by Professional without additional compensation.

3.4 **Ownership of Documents.**

3.4.1 Upon acceptance or approval by City, all reports, information and other data, given to, prepared or assembled by Professional under this Agreement, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction except as herein provided.

3.4.2 Professional may make copies of any and all documents for its files and shall have the rights to the concepts contained therein.

3.4.3 It is understood that Professional does not intend or represent that such documents are suitable for reuse by City or others for any other project; however, City may reuse concepts or comments included in deliverables for any other City purpose at City's discretion and without any recourse back to Professional for any results or effects of such City reuse.

3.5 **Confidential Work.** No reports, information, project evaluation, project design, data or any other documentation developed by, given to, prepared by or assembled by Professional under this Agreement shall be disclosed or made available to any individual or organization by Professional without the express prior written approval of Director.

ARTICLE IV
PAYMENT FOR SERVICES

4.1 **Fees.** In consideration of the services to be performed by Professional under the terms of this Agreement, City shall pay Professional for services actually performed, a fee, not to exceed <the maximum fee> as stated in Attachment "A," unless other conditions necessitate additional services, which must be authorized in advance in writing by City and shall be billed based on rates as shown in Attachment "A."

4.1.1 Professional's charges for its services shall also not exceed similar charges of Professional for comparable services to other customers.

4.1.2 The amount shown on Attachment "A" shall include fees and all expenses to be incurred by Professional, including travel. Additional charges for fees or expenses shall not be made unless specifically indicated on Attachment "A."

4.2 **Payments.** Payments to Professional shall be in the amount shown by the billings and other documentation submitted and shall be subject to Director's approval.

4.2.1 *If applicable*, the billings shall be based on the hourly rate of key employees and itemized expenses actually incurred but not to exceed the maximum fee set forth in Attachment "A."

4.2.2 All services shall be performed to the reasonable satisfaction of Director, and City shall not be liable for any payment for services that Director finds are not in compliance with the contract.

ARTICLE V **GENERAL TERMS AND CONDITIONS**

The following general conditions shall apply to this Agreement and any amendments hereto.

5.1 **Entire Agreement.** This Agreement, including all attachments, exhibits, and addenda, embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement. **In the event of conflicting provisions between this Agreement and the attachments, this Agreement shall be controlling.**

5.2 **Amendments/Modification to Agreement.** This Agreement, and any exhibits, attachments, or addendum, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

5.3 **Independent Contractor.** In performing services under this Agreement, the relationship between City and Professional is that of an independent contractor, and City and Professional by the execution of this Agreement do not change the independent status of Professional. No term or provision of this Agreement or act of Professional in the performance of this Agreement shall be construed as making Professional, its employees or contractors, the agent, servant, or employee of City. This project is not a joint enterprise and no action by either party to this Agreement shall cause this project to be considered a joint enterprise.

5.4 **Venue.** The obligations of the parties to this Agreement are performable in the City of Odessa which is located primarily in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.

5.5 **Applicable Laws; Governing Law.**

5.5.1 This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable State and federal laws.

5.5.2 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

5.6 **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. There shall not be a higher duty or responsibility for any party because they draft the Agreement.

5.7 **Representation.** Professional represents that no City officer, employee, or agent has been compensated in any way with respect to this Agreement and its consideration by City. In no event will Professional pay a fee to or in any other manner compensate any City officers, employees, or agents in connection with the approval of this Agreement. A breach under this Article shall result in automatic termination under this Agreement by Professional without cause.

5.8 **Assignment.** Professional shall not assign this Agreement, in whole or in part, without the prior written consent of City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

5.9 **No Third-Party Rights.** Nothing within this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party.

5.10 **Notices.** All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for City, to: City of Odessa

Steve Patton, Director of Parks and Recreation
City of Odessa
411 W. 8th Street
Odessa, Texas 79761
Phone: (432) 368-3548

If intended for Professional, to:

KDC Associates
Attn.: Kelly Cook, RLA, ASLA
4400 N. Big Spring, Suite 203
Midland, Texas 79705
Phone: (432) 686-8001

5.11 **Indemnity.** *Professional agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may arise out of or be occasioned by Professional's breach of any of the terms or provisions of this Agreement, or by any other negligent act or omission of Professional, its officers, agents, associates, employees or*

subcontractors, in the performance of this Agreement; except that the indemnity provided for in this Paragraph shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Professional and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defense of the parties under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.12 **Insurance.**

5.12.1 Professional shall maintain at all times during the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy placed with a company, authorized to do business in Texas, in an amount not less Two Million Dollars (\$2,000,000). Professional shall also provide adequate public liability insurance for bodily injury and property damage. Professional shall maintain workers' compensation coverage on all of Professional's employees working on this project.

5.12.2 Certificates of all policies referred to herein, certified by agent or attorney-in-fact issuing them, together with written proof that premiums have been paid, shall be deposited by Professional with City prior to the beginning of the term of this Agreement. Failure on part of Professional to furnish a certificate before the expiration date for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, will constitute a default on Professional's part, entitling City, at its option, to terminate its duties and Professional's rights under this Agreement. **Professional shall require the giving of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any such policies, evidenced by return receipt of United States Certified Mail.**

5.12.3 Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against City, its officers, agents, or employees regardless of the cause or origin of the claim or right including the negligence of City, its agents, officers, or employees, and that the issuer covenants that no insurer shall hold any right of subrogation against City.

5.12.4 Each policy must also contain an endorsement naming the City, its officers, agents, and employees as an "Additional Insured" as to all applicable coverage, with the exception of Professional Liability and Workers' Compensation Coverage.

5.12.5 In lieu of providing the aforementioned insurance, Professional may obtain the services of another individual or company meeting said insurance requirements; provided that all services (as determined by Director) required under Attachment "A" are covered. Regardless of whether said insurance is provided by Professional or another, all other portions of 5.12 must be met. Each issuer shall be subject to approval by the Director of Risk Management to ensure that all services under Attachment "A" are covered.

5.13 **Right of Review and Audit.** City may review any and all of the services performed by Professional under this Agreement. City is hereby granted the right to audit, at City's election, all of Professional's records and billings relating to the performance of this Agreement. Professional

agrees to retain such records for a minimum of three (3) years following completion of this Agreement.

5.14 **Nondiscrimination**. As a condition of this Agreement, Professional covenants that Professional will take all necessary actions to insure that, in connection with any work under this Agreement, Professional, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Professional shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from final Agreement completion, with full access allowed to authorized representatives of the City of Odessa, upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

5.15 **Private Land Entry**. No entry onto any property of others by Professional on behalf of City to survey, or for other reasons related to the performance of services within this Agreement shall be made until Professional has secured the landowners' permission to enter and perform such activities, and Professional shall hold City harmless from any and all damages arising from activities of Professional on land owned by others.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 20____, by City, signing by and through its City Manager, duly authorized to execute same and by Professional, acting through its duly authorized officials.

“CITY”
City of Odessa

By: _____
Michael Marrero, City Manager

ATTEST:

By: _____
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

By: _____
Robert Carroll, Sr. Assistant City Attorney

“PROFESSIONAL”
KDC Associates

By: _____
Kelly Cook, RLA, ASLA

(CITY OF ODESSA)

STATE OF TEXAS §

COUNTY OF ECTOR §

This instrument was acknowledged before me on the _____ day of _____, 2020, by **Michael Marrero**, City Manager of the City of Odessa.

Notary Public in and for the State of Texas

(PROFESSIONAL)

STATE OF TEXAS §

COUNTY OF ECTOR §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Kelly Cook, RLA, ASLA of KDC Associates.

Notary Public in and for the State of Texas

Attachment "A"
AGREEMENT BETWEEN OWNER
AND LANDSCAPE ARCHITECT

For Construction Projects of Limited Scope

AGREEMENT

made on this ____ day of _____, 2020, by and between:

KDC Associates
4400 N. Big Spring, Suite 203
Midland, Texas 79705
(432) 686.8001

hereafter referred to as the CONSULTANT,

and

City of Odessa
411 W. 8th Street
Odessa, Texas 79761
(432) 335-3200

hereafter referred to as the OWNER.

For the following PROJECT:

Professional Landscape Architectural Services on the project sites, the extent of which are generally described as **FLOYD GWIN PARK** and **SHERWOOD PARK** in Odessa, Texas, hereafter referred to as "PROJECT SITES".

SCOPE OF SERVICES

- A. The CONSULTANT shall provide Construction Design and Documentation services in coordination with the OWNER for the following scope items:
1. A complete set of drawings and documents necessary for the layout and/or construction of the following items as reflected in the conceptual master plans developed by the CONSULTANT to meet the needs of the OWNER requirements:

FLOYD GWIN PARK PROJECT SCOPE ITEMS

- a. A licensed survey of existing site features of the property, including limits, property lines, location of existing elements, and identification of all known easements, etc.
- b. Demolishment of four (4) existing baseball fields.
- c. Development of a new four (4) field little league baseball complex including:
 - a. Three (3) lighted fields in the base bid and one (1) lighted field as a future stand-alone bid item not associated with this project.
 - b. A prebuilt concession/restroom/scoring structure.
 - c. Full field fencing typically associated with little league baseball.
 - d. Stand-alone irrigation for the complex to meet OWNER standards.

- e. Bleachers and dugouts of a scale typically associated with little league baseball.
- f. Fabric shade structures as add-alternate items.
- g. Associated paving, infield material, turf sodding, and bases.
- h. Security lighting plans for the entirety of the little league complex.
- d. Development of a new three (3) court post-tension concrete lighted basketball complex.
- e. Development of a new two (2) court post-tension concrete lighted tennis complex.
- f. Development of a new three (3) court post-tensioned concrete lighted volleyball complex using concrete paving.
- g. Demolition of the existing batting cage and restroom building on site.
- h. Development of a lighted concrete sidewalk trail system circumventing the park site. The lighting for the trail shall be developed as an add alternate bid item.
- i. Development of two (2) new shade picnic pavilions, each approximately 30' x 64' with optional wraps on the columns and internal stand-alone lighting. Fixed barbeque grills and associated concrete slab work is included. A table layout, compliant with the ADA, shall be included. Tables and their installation will be the responsibility of the OWNER.
- j. Development of a new concrete slab of a suitable size so as to be utilized by the OWNER for a platform for their mobile stage.
- k. Demolishment of up to three (3) small existing parking lots. Two of these lots are located on the north side of the park site, and the third is located on the south.
- l. Removal and/or replacement of any concrete curb and gutter associated with the parking lots mentioned above in Item j.
- m. Redesign and renovation of two (2) existing parking lots on the south side of the park adjacent to 10th Street. This could include resurfacing, top-coating, sealing, and striping of these lots, as well as reconfiguration of parking spaces and associated ramps to allow for proper ADA access. A lighting plan for these parking lots shall be included as an add alternate bid item. These parking lot layouts shall comply with the OWNER'S landscape ordinance.
- n. Redesign and renovation of one (1) existing parking lot on the east side of the park adjacent to West County Road North (WCRN). This will include the expansion of the parking lot towards the north to aid in accommodating any future swim facility conceptually designed, but not associated in this project budget allocation. This parking lot layout shall comply with the OWNER's landscape ordinance. This item or portions thereof, will be bid as an add alternate.
- o. Electrical Engineering services for all lighting and power upgrades or additions. Design services for the electrical power allocation for a future swim facility will be included as an add alternate service.
- p. Development of a new safety surface configuration at the existing playground site. This will be done in relation to the adjacent sidewalk configuration. This item will be bid as an add alternate.
- q. Demolition plans for the removal of specific existing trees as needed to accommodate the future development of the park site. A tree planting plan applicable to the OWNER'S tree ordinance will be associated with this tree demolition plan.
- r. Design of a complete underground automatic irrigation system which meets or exceeds the standards of the OWNER as well as the State of Texas. This system would cover all applicable lawn areas of the project site.
- s. Cut and fill studies to provide suitable grades for site, including the little league baseball complex.
- t. Design of a tree-planting plan. Tree installation shall be by others and not associated with this project.
- u. Design of all necessary handicap ramps and associated curb cuts.

- v. Design of a new public space for weddings and similar events in the southeastern corner of the project site near the intersection of 10th and WCRN. This public space may include design for the location of future public art.
 - w. Design of two (2) new lighted post-tension concrete basketball court complex and two (2) new lighted post-tension concrete tennis court complex at Sherwood Park, inclusive of all construction documentation and construction observation services elsewhere included in this proposal.
- B. The CONSULTANT shall develop the above Scope of Service Items in a biddable format intended to simplify and speed the construction process as overseen by a GENERAL CONTRACTOR. This may require the organization of separate drawing and specification package in coordination with the GENERAL CONTRACTOR and the OWNER. This bid package may be organized as follows:

- **GENERAL CONTRACTOR selection via competitive bid proposal.**

- a. **DRAWING PACKAGE TO INCLUDE:**

- a. **DEMOLITION PLANS AT FLOYD GWIN**

- i. All work associated with the removal of existing site elements, trees, utilities, etc. as required for logical installation of items in this Agreement.

- b. **CONCRETE SITE WORK PLANS AT FLOYD GWIN**

- i. All work associated with construction of 8' wide concrete sidewalks, including add alternates.
- ii. All work associated with construction of interior 5' wide sidewalks, including add alternates.
- iii. All work associated with construction of handicap access ramps.
- iv. All work associated with construction of adjacent pedestrian plazas associated with the little league facility.
- v. All work associated with construction of concrete pads for shade pavilions.
- vi. All work associated with construction of a concrete pad associated with the performance stage trailer.

- c. **PARKING LOT AND EASEMENT RELOCATION PLANS AT FLOYD GWIN**

- i. All work associated with construction of parking lot improvements mentioned in the Scope of Services and as shown in park property on 10th Street.
- ii. All work associated with construction of parking lot improvements and/or expansions mentioned in the Scope of Services and located on NCRW.
- iii. All work associated with construction of parking lot improvements mentioned in the Scope of Services and as shown in park property on Park Boulevard.
- iv. All work associated with the construction of concrete curb and gutter where old parking lots are removed within park property.
- v. All work associated with the relocation of the existing 6" mainline running east/west through the project site. This will be limited to between the property lines on WCRN and Macarthur Avenue.

- d. **SPORTS COURT PLANS AT FLOYD GWIN AND SHERWOOD PARKS**

- i. All work associated with construction of volleyball courts, including fencing, marking, grading, concrete, access and all add alternates at **Floyd Gwin Park.**
- ii. All work associated with construction of basketball courts, including fencing, marking, grading, concrete, access and all add alternates at **Floyd Gwin Park.**

- iii. All work associated with construction of tennis courts, including fencing, netting, marking, grading, concrete, access and all add alternates at **Floyd Gwin Park**.
 - iv. All work associated with construction of two (2) post-tension basketball courts, including fencing, marking, grading, goals, concrete and access at **Sherwood Park**.
 - v. All work associated with construction of two (2) post-tension tennis courts, including fencing, netting, marking, grading, concrete and access at **Sherwood Park**.
 - e. **LITTLE LEAGUE BASEBALL COMPLEX PLANS AT FLOYD GWIN**
 - i. All work associated with construction of a three (3) field little league baseball complex including add alternates.
 - ii. All work associated with installation of prefabricated public restroom/concession/scoring building.
 - f. **LIGHTING PLANS AT FLOYD GWIN AND SHERWOOD PARK**
 - i. All work associated with construction of field lighting systems for the little league complex, basketball complex, tennis complex, and volleyball complex at **Floyd Gwin Park**, and the basketball complex and tennis complex at **Sherwood Park**, including add alternates.
 - ii. All work associated with the construction of incidental electrical service to pavilions and other structures at **Floyd Gwin Park**.
 - iii. All work associated with the installation of electrical power allocation for a future swim facility at **Floyd Gwin Park**, including add alternates.
- C. In addition to design services, the CONSULTANT shall provide the following services as a part of the Scope of Services:
- a. Coordinate with the selected GENERAL CONTRACTOR to provide the OWNER with a proposed installation schedule for the entire project scope. CONSULTANT to lead approval and coordination process of all design instruments, documents and construction progress associates with the project scope, and notify the OWNER at timely and regular intervals throughout the project entirety.
 - b. Verification of CONTRACTOR insurance documents and coordination with the OWNER'S legal department on any additional required documentation.
 - c. Timely review and filing with the OWNER of all pay requests from the CONTRACTOR.
 - d. Daily field inspections and observations as appropriate to the ongoing scope of service construction items.
 - e. Weekly filing of field inspection reports to all affected departments of the OWNER.
 - f. Conduct minimum bi-weekly, or more frequent if necessary, formal project meetings on site with all appropriate parties.
 - g. All coordination and filing of ADA inspection and comments as they relate to the project. This includes filing services with the Texas Department of Licensing and Review. Appropriate field reports and communication with the leadership of the affected sports organizations utilizing the project site. Appropriate and pre-approved press releases, interviews, and media awareness.
 - h. Digital "as-built" drawing delivery to the OWNER at the end of the project.
 - i. Project close out documentation and filing.
 - j. Final payment release authorizations and filing.
 - k. Filing of all relative warranties of project products and workmanship, including appropriate monthly or annual review of products and workmanship to allow for timely repair and/or replacement.
- D. CONTINGENT ENGINEERING SERVICES – Certain items in the project scope are unidentifiable and may require engineering services which are outside of this proposal. These items would only be undertaken if specifically requested by the OWNER, or if so required for the successful construction of project scope items. The OWNER may elect for such items to be undertaken by in-house design

professionals of the City of Odessa. Should the OWNER elect for the CONSULTANT to undertake these items, these services will be provided as an Attachment to this Agreement at an agreed upon rate. These items may include, but not be limited to:

- a. Design or relocation of site elements including, but not limited to:
 - i. Fiber optic lines
 - ii. Unknown water lines
 - iii. Storm and/or sanitary sewer lines
 - iv. Oil and/or gas lines
 - v. Telephone lines
 - vi. Electrical service lines of insufficient size, quality, or location.
 - vii. Asbestos abatement studies
 - viii. Studies of existing architectural building elements

E. The CONSULTANT or those under a separate contract working for him, shall not be responsible for the acquisition of the following items:

- 1. The digital and actual field locations of unknown underground utilities or other underground obstacles which may prove to be located on the site. These shall be furnished by the OWNER to the CONSULTANT. Should the OWNER elect to have the CONSULTANT be responsible for the location of these items, the services shall be reimbursable expenses.
- 2. Engineering or Architectural services other than listed within the Scope of Services.
- 3. All digital drawing files necessary for the proper planning of the project scope items.
- 4. Copies of all schematic or conceptual drawings of the site currently in the OWNER'S possession.
- 5. Any staking and subsequent additional surveying required for construction shall be the sole responsibility of the Contractor selected for the project.

CONSTRUCTION DOCUMENTATION

The CONSULTANT shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparations. The CONSULTANT shall not be held responsible for changes in codes and/or regulations that occur after the preparation of the documents. During the construction documentation stage, the CONSULTANT shall develop an estimate of probable construction cost of the represented plan. This cost shall reflect current and local building trade construction cost and shall take into consideration materials, products, labor, overhead and profit.

BIDDING OR NEGOTIATION PHASE

The CONSULTANT shall prepare individual sets of drawing and bid document packages, including reproducible tracing drawings for the OWNER for bidding and construction purposes. The CONSULTANT shall assist the OWNER in contacting potential quality bidders for the project and will serve as the primary contact during the bidding period. The CONSULTANT shall assist the OWNER in developing proper advertisements for suitable newspapers and publications. When bids have been received by the OWNER during a formal hearing, the CONSULTANT shall then review all of the bids and shall make a formal written recommendation to the OWNER regarding the award of the bid(s) to the most favorable bidder. The CONSULTANT shall meet with the awarded bidder and conduct a formal pre-bid meeting with the OWNER to aid in the smooth and timely construction of the project.

CONSTRUCTION OBSERVATION

The CONSULTANT shall make up to five (5) weekly site visits at specific times in coordination with the OWNER, to familiarize himself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with the CONSULTANT'S design intent. On the

basis of its observations while at the site, the CONSULTANT will keep the OWNER informed of the progress of construction. The CONSULTANT shall endeavor to secure compliance by the CONTRACTOR to the plans by notifying the OWNER of any variances. The CONSULTANT may recommend to the OWNER the rejection of work failing to conform to the contract documents. When such recommendations are not approved by the OWNER, it is understood that the CONSULTANT shall not assume responsibility for further actions that may result due to the failure to follow design intent. The CONSULTANT shall review all necessary submittals, change orders, and pay request provided by the CONTRACTOR during the project's duration. While assisting the OWNER in the Construction Observation of the project, it shall be noted that the CONSULTANT shall not be responsible for specific construction means, methods, techniques, sequences or procedures typically under the control of the CONTRACTOR in connection with the work, and the CONSULTANT shall not be responsible for the CONTRACTOR'S errors or omissions or failure to carry out the work in accordance with the contract documents.

MEETINGS AND SITE VISITS

This agreement includes Professional Service time for meetings at the OWNER'S office or the project site for design coordination and construction observation meetings. Travel expenses to other sites, suppliers, or manufacturers outside of Odessa that have been requested by the OWNER shall be billed as Reimbursable Expenses. The CONSULTANT shall work closely with the OWNER, and the services shall be conducted on a step-by-step basis as provided. Progress meetings shall be held at regular intervals throughout the design and construction processes.

PROJECT CLOSE OUT

Upon notification by the CONTRACTOR that the construction of the project is substantially complete, the CONSULTANT will conduct on-site evaluations to verify and comment on the status of completion. When the CONSULTANT feels that the CONTRACTOR has finished the project scope to the acceptance all of those involved, the CONSULTANT will request a formal walk-thru of the site is conducted in the presence of the OWNER, and shall then request the OWNER to make all applicable final payments, including retainage, to the CONTRACTOR. The CONSULTANT shall also attempt to secure from the CONTRACTOR all applicable published information regarding products used on the project as well as their guarantee or warranty period. A formal log shall be made of this material. One copy of the log shall be given to the OWNER, and a second copy shall be stored in the office of the CONSULTANT. These logs shall be reviewed at appropriate times to assure that warranty items have been addressed prior to their expiration.

FEES AND TERMS

Professional fees for this project are based upon the Project Scope of Services stated in this Agreement, which has an overall project budget set at the following:

- \$8,937,487.00 for total project package including fees and costs included for the Scope of Services items noted and for improvements Floyd Gwin and at Sherwood Park. This fee also includes professional services associated with construction items that may be classified by the OWNER as "future" or as an "add alternate". These include:
 - The design of a 4th baseball field, including lighting, irrigation, grading, and supplemental structures representing an additional budget item of \$685,000.00. This item shall be intended as a "future" project and not in this scope of construction.
 - The design of all parking lots, including associated parking lot lighting, and planned to their full eventual size above and beyond the size of the parking lots represented in the drawing package. This item represents an additional budget item of \$310,000.00. This item shall have portions thereof that may be bid as an "add alternate" and portions that shall be intended as a "future" project and not in this scope of construction.

- o The design of electrical system capacity for a future swim facility. This item represents approximately \$75,000.00 and shall be intended as a "future" project and not in this scope of construction.
- o The design of a lighting system to illuminate the primary concrete trail of the project. This represents an additional cost of approximately \$650,000.00. This item may be bid as an "add alternate" bid item.

All Scope of Services items shall be paid at a fee not to exceed that listed below:

Total Scope of Services Fee: \$892,000.00

Fees shall be based upon the following drawing development stages:

Construction Documentation	75%
Bidding and Negotiation	5%
Construction Observation	20%
Total	100%

Should the OWNER elect to have elements of the project designed that are not in the immediate construction and budget schedule, the billing of those elements shall only be through the Construction Documentation phase.

Upon acceptance of the Proposal by all required parties, the CONSULTANT shall submit monthly invoices for the above listed services to the OWNER'S office. Payments shall be sent to:

KDC Associates
4400 N. Big Spring, Suite 203
Midland, Texas 79705

EXTRA SERVICES

When extra services, outside of those defined in this Agreement, are required, they shall be billed at an hourly rate of \$250.00. The CONSULTANT shall submit for the OWNER'S approval, an estimate of extra services fees prior to commencement of the service.

- Plan package to include conduits as required for scoreboards and intercom systems.
- All cost associated with the selection of Public Art pieces and/or their sculptor.

RIGHT TO SUSPEND SERVICES

The CONSULTANT shall have the right to suspend services on this project if the CONSULTANT has unpaid invoices over sixty (60) days past due from date of invoice. The OWNER reserves the right to suspend payment if the CONSULTANT is not proceeding with services that will contribute to the timely or proper completion of this project.

LAW

All agreements shall be interpreted and enforced according to the laws of the State of Texas.

REIMBURSABLE EXPENSES

Reimbursable expenses for this project shall include:

1. Any and all fees associated with the required filing of reports, studies, or plans addressing archeological, cultural heritage, or similar sites.
2. The filing of plans addressing the Texas Accessibility Standards.
3. All other Federal or State licensing and regulation agencies necessary for construction.
4. Reproduction cost associated with the final drawing and document package.
5. Travel required and specifically requested by OWNER outside of the Odessa/Midland, Texas vicinity.
6. Photographic work required by the OWNER.
7. Surveying and/or staking required for project construction.
8. Presentation-quality renderings when required by the OWNER outside of previous scopes.
9. Advertising of bids.
10. Costs incurred by the CONSULTANT associated with any safety testing of playground surfaces.
11. Reproduction of all bid documents and warranty packages.

DELIVERABLES

Deliverables for this project shall be as follows:

1. Plans and documents for filing addressing the Americans with Disabilities Act and the Texas Accessibility Standards.
2. Complete set of "As Built" drawings from the CONTRACTOR once project is completed.
3. Digital copies of original and "As Built" drawings.
4. All submittals of material from CONTRACTORS presented in an organized notebook format.
5. Copies of all warranty information on products and materials in an organized notebook format.
6. Dates of expiration of all warranty information.

TIME FRAME FOR PRODUCTION OF DELIVERABLES

The professional commencement of this drawing package shall commence within ten (10) days of the receipt of executed contracts with the OWNER, and will be finalized within one hundred sixty (160) days after date of execution of the contract, pending uncontrolled elements that may influence production schedule. These elements are generally beyond the control of the CONSULTANT, and may include the following:

1. Failure of execution of the contract by the OWNER.
2. Documented and unforeseen workforce and/or material delays caused by the Covid-19 virus and quarantines.
3. Change of project scope elements.
4. Altered budget by OWNER that may restrict design development or construction documents.
5. Substantial change or modification to the overall schematic or design development of the project site.
6. Events within the administrative management of the OWNER which influence the project and are beyond the control of the CONSULTANT.

TERMINATION

It is understood that these services may be terminated upon ten (10) days written notice for good reason by either party. In this event, the CONSULTANT shall be compensated for all work which was performed prior to date of termination at the rates set forth above.

REVOCATION

This proposal shall be considered revoked if acceptance is not received within sixty (60) days of the date hereof.

ACCEPTANCE

The above PROPOSAL has been reviewed and is acceptable to the parties listed below:

Kelly Cook, RLA, ASLA
Principal
KDC Associates

Assigned Representative
CITY OF ODESSA

RESOLUTION NO. 2020R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KDC ASSOCIATES, INC. OF ODESSA, TEXAS FOR LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR IMPROVEMENTS OF FLOYD GWIN PARK AND SHERWOOD PARK; APPROVING THE FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City and the Parks Department have a mutual desire to continue to beautify and modernize parks across the City of Odessa so that they will continue to be both useful and a desirable destination for all the Citizens of the City of Odessa and surrounding areas; and

WHEREAS, In order to develop and construct these improvements, the City and KDC Associates, Inc. wish to enter into an agreement which will allow for the design and engineering of the improvements to both Floyd Gwin park and Sherwood Park;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the statements of fact in the Preamble are found to be true and correct and are approved as findings.

Section 2. That a Professional Services Agreement with KDC Associates of Odessa, Texas for Landscape Architecture and Engineering Services for improvements of Floyd Gwin Park and Sherwood Park is approved.

Section 3. That the City Manager or his designee is authorized to execute any documents necessary to implement this resolution.

Section 4. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of April, A.D., 2020, by the following vote:

Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 14th of April, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Saul Ortega	Consent
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider the purchase of 33 sets of personal protective equipment.

SUMMARY OF ITEM

Approval of this item will allow Odessa Fire Rescue to purchase Globe personal protective gear (bunker gear) in the amount of \$78,000.90. This purchase will be through Casco Industries, as a BuyBoard Contract Vendor. This has been pre-approved and will be funded out of Account #60010600-58200-58280.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total Project/Account:	\$78,001	\$78,001	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$78,001	\$78,001	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

Appropriation Amount: _____ Transfer Amount: _____

Appropriation By: _____

Comments: _____

Supporting Documents: _____ Other Departments, Boards, Commissions or Agencies: _____



Quote Order.xlsx



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING NORTH TEXAS

SOLD TO: Odessa Fire Rescue		SHIP TO:	
ATTN: Chief Saul Ortega; Chief Danny Wyatt		ATTN:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	

CREDIT CARD:		CUST PO NUMBER	SALES REP ID	SALES REP #	
NAME/EXP DATE		Quote	186	121219-001	
NUMBER/CODE/ZI		TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#		30	ALLOW	12/12/2019	QUOTE

ITEM	LOC	DESCRIPTION	QTY	SHIPPED	PRICE	AMOUNT
					\$ -	\$ -
1		Globe GXT 3.0 Jacket, Agility, Caldura, Stedair 4000			\$ -	\$ -
		Quote #042018-2G Black/Gold	33		\$ 1,239.00	\$ 40,887.00
					\$ -	\$ -
2		Globe GXT 3.0 Pant, Agility, Caldura, Stedair 4000			\$ -	\$ -
		Quote #042018-2G Black/Gold	33		\$ 934.00	\$ 30,822.00
					\$ -	\$ -
3		Globe GXT 3.0 Jacket, Natural Brigade, Caldura, Stedair 4000			\$ -	\$ -
		Quote #042018-2G White	3		\$ 1,064.00	\$ 3,192.00
					\$ -	\$ -
4		Globe GXT 3.0 Pant, Natural Brigade, Caldura, Stedair 4000			\$ -	\$ -
		Quote #042018-2G White	3		\$ 852.00	\$ 2,556.00
					\$ -	\$ -
5		3" L/Y Letters for Hanging Name Tag	222		\$ 2.45	\$ 543.90
					\$ -	\$ -
7		3" L/Y Letters for Back of Jacket "ODESSA"	216		\$ -	\$ -
		(Included in price of Jacket)			\$ -	\$ -
					\$ -	\$ -
		Buy Board Quote Contract # 524-17			\$ -	\$ -
					\$ -	\$ -
		No Freight			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

ADDITIONAL COMMENTS BELOW				Subtotal	\$ 78,000.90
			ALLOW	Tax	\$ -
				Freight	\$ -
				TOTAL	\$ 78,000.90

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Saul Ortega	Consent
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider the purchase for the remodel of Fire Station #2

SUMMARY OF ITEM

Approval of this item will allow Odessa Fire Rescue to demo the four existing bedrooms and turn them in five bedrooms. This will include lights, HVAC, Ceilings, Walls, Tape/bed/texture/paint, millwork, and flooring. This purchase will be through IQC The Gordian Group, as a BuyBoard Contract Vendor. The total purchase price will be \$75,382.29. This will be funded out of Account #52210100-58000-83441.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Supplemental	Total Project/Account:	\$75,382	\$75,382	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$75,382	\$75,382	\$0
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		

Appropriation By:

Comments:

Supporting Documents: Other Departments, Boards, Commissions or Agencies:



City of Odessa- FS #2

Additional Bedroom Install.pdf



Work Order Signature Document

ezIQc Buy Board Contract No.: 520-16 Area K - HCC

New Work Order **Modify an Existing Work Order**

Work Order Number.: 068095.00 Work Order Date: 05/15/2019

Work Order Title: City of Odessa- FS #2 Additional Bedroom Install

Owner Name: City of Odessa Contractor Name: Henthorn Commercial Construction

Contact: Phil Urrutia Contact: Bryan Walters

Phone: (432)335-3264 Phone: (806) 687-3084

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 ezIQc Buy Board Contract No 520-16 Area K - HCC.

Brief Work Order Description:

Fire Station #2- demo of four existing bedrooms and turning them into 5. It will include lights, HVAC, Ceilings, Walls, Tape/bed/texture/paint, millwork, and flooring.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$75,382.29

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date



Detailed Scope of Work

To: Bryan Walters
Henthorn Commercial Construction
2011 Avenue C
Lubbock, TX 79404
(806) 687-3084

From: Phil Urrutia
City of Odessa
PO BOX 4398
ODESSA, TX 79760
(432)335-3264

Date Printed: May 15, 2019

Work Order Number: 068095.00

Work Order Title: City of Odessa- FS #2 Additional Bedroom Install

Brief Scope: Fire Station #2- demo of four existing bedrooms and turning them into 5. It will include lights, HVAC, Ceilings, Walls, Tape/bed/texture/paint, millwork, and flooring.

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.

Price includes demo of existing bedroom spaces with adjacent corridor finishes, approximately 800 sqft. We will fill in all existing windows, frame in new walls, and frame in new door ways. Provide new doors, frames, and hardware for 5 new bedrooms. Provide New millwork lockers for five new bedrooms, plus the corridor storage. Provide and install new gypsum board at all new framing. Provide and install new wall finishes on new and existing walls in bedrooms and corridor. Provide and install finishes on new doors and frames. Provide new ceramic tile flooring at new bedrooms and corridor. New ceiling systems at bedrooms and corridor. New electrical and HVAC at bedrooms.

Subject to the terms and conditions of JOC Contract **520-16 Area K - HCC**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 15, 2019

Re: IQC Master Contract #: 520-16 Area K - HCC
Work Order #: 068095.00
Owner PO #:
Title: City of Odessa- FS #2 Additional Bedroom Install
Contractor: Henthorn Commercial Construction
Proposal Value: \$75,382.29

Section - 01	\$5,721.50
Section - 02	\$5,482.00
Section - 06	\$20,557.50
Section - 08	\$5,427.92
Section - 09	\$24,625.42
Section - 23	\$1,918.70
Section - 26	\$11,649.25
Proposal Total	\$75,382.29

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: 45.27%

Contractor's Price Proposal - Detail

Date: May 15, 2019

Re: IQC Master Contract #: 520-16 Area K - HCC
 Work Order #: 068095.00
 Owner PO #:
 Title: City of Odessa- FS #2 Additional Bedroom Install
 Contractor: Henthorn Commercial Construction
 Proposal Value: \$75,382.29

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 23 00 0262		WK	2,500 LB Capacity, 78" Wide, Tracked Skid-Steer Loader (Bobcat) With Full-Time Operator	\$3,816.50
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 2,784.75 x 1.3705 = 3,816.50	
2	01 74 19 00 0017		EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,905.00
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 695.00 x 1.3705 = 1,905.00	
Subtotal for Section - 01					\$5,721.50
Section - 02					
3	02 41 16 13 0003		GSF	Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck	\$5,482.00
			Installation	Quantity Unit Price Factor = Total	
				800.00 x 5.00 x 1.3705 = 5,482.00	
Subtotal for Section - 02					\$5,482.00
Section - 06					
4	06 00 00 00 0000			Locker Millwork	\$20,557.50
		NPP	Installation	Quantity Unit Price Factor = Total	
				6.00 x 2,500.00 x 1.3705 = 20,557.50	
Subtotal for Section - 06					\$20,557.50
Section - 08					
5	08 12 13 13 0041		EA	3' x 6'-8" Through 7'-2" x 5-3/4" Deep Metal Door Frame, 16 Gauge	\$1,392.63
			Installation	Quantity Unit Price Factor = Total	
				5.00 x 203.23 x 1.3705 = 1,392.63	
6	08 14 16 00 0108		EA	3' x 7' x 1-3/4" Hollow Core, Oak Or Maple Faced Door	\$1,268.60
			Installation	Quantity Unit Price Factor = Total	
				5.00 x 185.13 x 1.3705 = 1,268.60	
7	08 71 16 00 0005		PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge	\$337.07
			Installation	Quantity Unit Price Factor = Total	
				5.00 x 49.19 x 1.3705 = 337.07	
8	08 71 16 00 2264		EA	Bath/Bedroom Privacy F02 Mortise Lockset Locked with thumb knob inside.	\$2,429.62
			Installation	Quantity Unit Price Factor = Total	
				5.00 x 354.56 x 1.3705 = 2,429.62	
Subtotal for Section - 08					\$5,427.92
Section - 09					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 068095.00
Work Order Title: City of Odessa- FS #2 Additional Bedroom Install

Section - 09

9	09 22 16 13 0015	SF	3-5/8" Width, 16" On Center, 18 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners							\$2,901.07
		Installation	Quantity	Unit Price	Factor	=	Total			
			720.00	2.94	1.3705		2,901.07	x	x	
10	09 29 00 00 0006	SF	5/8" Gypsum Board							\$2,012.99
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,440.00	1.02	1.3705		2,012.99	x	x	
11	09 30 13 00 0003	SF	8" x 8" And Larger Unmounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.							\$8,014.68
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	7.31	1.3705		8,014.68	x	x	
12	09 51 13 00 0005	SF	2' x 2' x 3/4" Fiberglass Acoustical Ceiling Panel							\$3,179.56
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	2.90	1.3705		3,179.56	x	x	
13	09 53 23 00 0004	SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System							\$1,885.81
		Installation	Quantity	Unit Price	Factor	=	Total			
			800.00	1.72	1.3705		1,885.81	x	x	
14	09 91 23 00 0060	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush Work							\$2,881.34
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,880.00	0.73	1.3705		2,881.34	x	x	
15	09 91 23 00 0060 0282	MOD	For >2,500 To 5,000, Deduct							-\$157.88
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,880.00	-0.04	1.3705		-157.88	x	x	
16	09 91 23 00 0075	SF	Paint Interior Plaster/Drywall Walls, Acoustic Texture, 2 Coats Finish, Spray-on							\$2,881.34
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,880.00	0.73	1.3705		2,881.34	x	x	
17	09 91 23 00 0075 0282	MOD	For >2,500 To 5,000, Deduct							-\$157.88
		Installation	Quantity	Unit Price	Factor	=	Total			
			2,880.00	-0.04	1.3705		-157.88	x	x	
18	09 91 23 00 0241	LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work							\$226.00
		Installation	Quantity	Unit Price	Factor	=	Total			
			170.00	0.97	1.3705		226.00	x	x	
19	09 93 23 53 0018	EA	Varnish Or Polyurethane Wood Door, 3 Coats Shellac, With Light Sanding Between Coats (Per Face)							\$622.89
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	45.45	1.3705		622.89	x	x	
20	09 93 23 53 0021	SF	Stain Cabinet, 1 Coat Shellac, Varnish Or Polyurethane							\$335.50
		Installation	Quantity	Unit Price	Factor	=	Total			
			480.00	0.51	1.3705		335.50	x	x	

Subtotal for Section - 09 **\$24,625.42**

Section - 23

21	23 00 00 00 0003		Bedroom HVAC							\$1,918.70
		NPP	Installation	Quantity	Unit Price	Factor	=	Total		
				7.00	200.00	1.3705		1,918.70	x	

Subtotal for Section - 23 **\$1,918.70**

Section - 26

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Rodd Huber	Consent
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider the purchase for 4 Lucas Automatic CPR Devices

SUMMARY OF ITEM

Approval of this item will allow Odessa Fire Rescue to acquire 4 automatic Lucas CPR Machines. This will allow for better survival outcomes for patients in cardiac arrest. The total purchase price will be \$79,175.00. This will be funded out of Account #52220100-58200-83486 and Account #52220100-58175-83306.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total Project/Account:	\$79,175	\$0	\$79,175
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$79,175	\$0	\$79,175

ACTION NEEDED TO AMEND THE BUDGET

Fiscal Note Attached:	No	Appropriation Amount:	Transfer Amount:
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Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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Multifunction Printer.pdf



Odessa Fire LUCAS

Quote Number: 10123575
 Version: 1
 Prepared For: CITY OF ODESSA FIRE DEPT
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Ashley Robertson
 Email: ashley.robertson@stryker.com
 Phone Number: (512) 787-4321
 Mobile: +1 5127874321

Quote Date: 02/10/2020
 Expiration Date: 06/08/2020

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: CITY OF ODESSA FIRE DEPT	Name: CITY OF ODESSA FIRE DEPT	Name: CITY OF ODESSA CENTRAL FIRE
Account #: 1227234	Account #: 1227234	Account #: 1077841
Address: 1100 W 2ND ST ODESSA Texas 79763	Address: 1100 W 2ND ST ODESSA Texas 79763	Address: PO BOX 4398 ODESSA Texas 79760

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	\$13,275.00	\$53,100.00
2.0	11576-000060	LUCAS Desk-Top Battery Charger	4	\$900.00	\$3,600.00
3.0	11576-000071	LUCAS External Power Supply	4	\$300.00	\$1,200.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	4	\$600.00	\$2,400.00
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$375.00	\$375.00
6.0	11576-000090	LUCAS Grip Tape (3-pack) for Slim Back Plate	4	\$50.00	\$200.00
Equipment Total:					\$60,875.00

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
7.1	78000020	On Site Prevent for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	03/10/2020	03/09/2021	\$4,575.00	\$18,300.00
ProCare Total:							\$18,300.00

Price Totals:

Grand Total: \$79,175.00



Odedssa Fire LUCAS

Quote Number: 10123575
Version: 1
Prepared For: CITY OF ODESSA FIRE DEPT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Ashley Robertson
Email: ashley.robertson@stryker.com
Phone Number: (512) 787-4321
Mobile: +1 5127874321

Quote Date: 02/10/2020
Expiration Date: 06/08/2020

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Rodd Huber	Consent
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider Resolution accepting State Dollars from JRAC for Trauma Funding due to Odessa Fire Rescue meeting all criteria for Trauma Dollars.

SUMMARY OF ITEM

Odessa Fire Rescue requests that this item be approved to accept and appropriate the necessary funds received from JRAC.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Donations	Total Project/Account:	\$0	\$13,484	(\$13,484)
		Less Other Items:	\$0	\$0	\$0
Revenue		This Agenda Item:	\$0	\$13,484	(\$13,484)

ACTION NEEDED TO AMEND THE BUDGET

Fiscal Note Attached:	No	Appropriation Amount:		Transfer Amount:	
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Appropriation By: Additional Revenues

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 7r-024 Accept JRAC Funding 2020.pdf  Scanned from a Xerox Multifunction Printer.pdf	

TEXAS J REGIONAL ADVISORY COUNCIL
GRANT ACCOUNT
P.O. BOX 7964
MIDLAND, TX 79708

PROSPERITY BANK
1301 N MECHANIC ST
EL CAMPO, TX 77437
88-2265/1131

5782

2/7/2020

PAY TO THE
ORDER OF Odessa Fire Rescue

\$ **13,484.00

Thirteen Thousand Four Hundred Eighty-Four and 00/100***** DOLLARS

Odessa Fire Rescue
Attn: Rodd Huber
PO Box 4398
Odessa, TX 79760

MEMO

EMS County Pass Thru

George J. ...

Gina ...

AUTHORIZED SIGNATURE

⑆005782⑆ ⑆113122655⑆ 215075299⑆

RESOLUTION NO. 2020R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, ACCEPTING STATE DOLLARS FROM JRAC FOR TRAUMA FUNDING IN THE AMOUNT OF \$13,484.00 FOR THE ODESSA FIRE RESCUE; AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 - \$13,484.00 AS REVENUE FOR THE ODESSA FIRE RESCUE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the State Dollars from JRAC for Trauma Funding in the amount of \$13,484.00 to the Odessa Fire Rescue is hereby accepted.

Section 2. That the budget for fiscal year 2019-2020 is hereby amended to appropriate as additional revenue the total amount of \$13,484.00 for the Odessa Fire Rescue.

Section 3. That the City Manager is authorized to execute any documents necessary to implement this resolution.

Section 4. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of April, A.D., 2020, by the following vote:

Malcolm Hamilton	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved the 14th day of April, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	John Alvarez	Consent
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider a resolution accepting grant funding from Walmart Community Grants Team and Facility #2891, and appropriating the funds to Odessa Fire Rescue. (RESOLUTION)

SUMMARY OF ITEM

Odessa Fire Rescue has received a grant award in the amount of \$5,000 on behalf of Walmart Community Grants Team and Facility #2891. These funds will be used to purchase necessary items and training for Odessa Fire Rescue.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total Project/Account:	\$0	\$5,000	(\$5,000)
		Less Other Items:	\$0	\$0	\$0
Revenue		This Agenda Item:	\$0	\$5,000	(\$5,000)

ACTION NEEDED TO AMEND THE BUDGET

Fiscal Note Attached:	Appropriation Amount:	Transfer Amount:
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Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 7r-025 Accept Walmart  Walmart #2891 Grant Funding 2020.pdf Award.pdf	

Walmart
 702 S.W. 8th Street
 Bentonville, AR 72716

ODESSA FIRE RESCUE
 WALMART# 2891
 1100 W 2ND STREET
 ODESSA TX 79763



IN PAYMENT
 OF INVOICES TO

Walmart
 702 S.W. 8th ST.
 BENTONVILLE, AR 72716

* INCLUDES

AIDCO
 SAM'S CLUB
 BUD'S OUTLET STORES
 CMA+USA

NORTH ARKANSAS WHOLESALE CO., INC.
 BEAVER LAKE AVIATION, INC.
 PHILLIPS COMPANIES, INC.
 WAL-MART PHARMACY OF MICHIGAN, INC.
 WAL-MART PUERTO RICO, INC.

CHECK DATE: 03-12-20

CHECK NUMBER: 0550613

DATE	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNT/ALLOWANCES	NET AMOUNT
03 10 20	60997025	05-09000	91236387		5000.00	0.00	5000.00

VENDOR: /9999999975 ODESSA FIRE RESCUE 5000.00 0.00 5000.00

* VENDOR: Deduction codes are described on the reverse side of this statement

↓ DETACH AT PERFORATION ↓

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



702 S.W 8th St. BENTONVILLE, AR 72716

WELLS FARGO BANK, N.A. 66-156
 CHARLOTTE, NC 28288-0013 531

NON-NEGOTIABLE AFTER 180 DAYS
 0550613

Vendor Number 9999999975	Check Date 03-12-20	Check Number 0550613
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PAY
 FIVE THOUSAND DOLLARS AND NO CENTS

DOLLARS	CENTS
\$ *****5,000.00	
NET AMOUNT OF CHECK	

TO THE ORDER OF ODESSA FIRE RESCUE
 WALMART# 2891
 1100 W 2ND STREET
 ODESSA TX 79763

WALMART, INC.

M. Brett Biggs



Executive Vice President and Treasurer

⑈0550613⑈ ⑆053101561⑆ 2079900136854⑈

RESOLUTION NO. 2020R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, ACCEPTING GRANT FUNDING FROM WALMART COMMUNITY GRANTS TEAM AND FACILITY #2891 IN THE AMOUNT OF \$5,000.00 FOR THE ODESSA FIRE RESCUE; AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 - \$5,000.00 AS REVENUE FOR THE ODESSA FIRE RESCUE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That the grant funding from Walmart Community Grants Team and Facility #2891 in the amount of \$5,000.00 to the Odessa Fire Rescue is hereby accepted.

Section 2. That the budget for fiscal year 2019-2020 is hereby amended to appropriate as additional revenue the total amount of \$5,000.00 for the Odessa Fire Rescue.

Section 3. That the City Manager is authorized to execute any documents necessary to implement this resolution.

Section 4. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 14th day of April, A.D., 2020, by the following vote:

Malcolm Hamilton	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved the 14th day of April, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	04/14/2020	Item Type:
Contact:	Norma Aguilar-Grimaldo	Consent
Department:	City Secretary	
Finance Committee Review? No		
CAPTION		
Accept resignation of City Council Member District One Malcolm Hamilton		
SUMMARY OF ITEM		
Malcolm Hamilton announced his resignation as a Council member effective March 24, 2020. The Texas Election Code Section 201.023 provides that the authority accepts the resignation of the officer from the Governing Body.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	