City of Killeen

Agenda

City Council

Tuesday, October 21, 2025 **3:00 PM** **City Hall**
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ *Debbie Nash-King, Mayor*
___ *Ramon Alvarez*
___ *Anthony Kendrick*
___ *Nina Cobb*
___ *Jessica Gonzalez*
___ *Jose Segarra*
___ *Joseph Solomon*
___ *Riakos Adams*

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. PR-25-023 Hill Country Transit District Update

Work Session

Discuss agenda items 2-16 for the October 21, 2025 Regular Session

Citizen Comments on Agenda Items

This section allows members of the public to address the Council regarding any item, other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up prior to the start of the Council meeting, may speak only one (1) time, and such address shall be limited to three (3) minutes. A timer will be placed so that the speaker and citizens can see it. A majority vote of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Regular Session

Consent Agenda

2. RS-25-162 Consider a memorandum/resolution approving Change Order No. 2 to the Taxiway E Relocation Contract with TTG Utilities, Inc., resulting in a reduction of $343,611.62.

Attachments: Change Order
Contract
Certificate of Interested Parties
Presentation

3. RS-25-163 Consider a memorandum/resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Fort Worth to allow the City of Killeen to participate in the Commercial Card Agreement with JP Morgan Chase Bank N.A.

Attachments: Interlocal Agreement - City of Fort Worth
J.P. Morgan Chase Commercial Card Agreement
Presentation

4. RS-25-164 Consider a memorandum/resolution authorizing award of Bid #26-04, Tire Services to Oyervides Tire Service, LLC, for Fiscal Year 2026, in an amount of $382,000.00.

Attachments: Bid Tabulation
Agreement
Certificate of Interested Parties
Presentation

5. RS-25-165 Consider a memorandum/resolution authorizing the award of Bid No. 26-03, Water and Sewer Materials to multiple vendors, for Fiscal Year 2026, in an amount not to exceed $990,570.00.

Attachments: Bid Tab
Agreements
Certificate of Interested Parties
Presentation

6. RS-25-166 Consider a memorandum/resolution awarding Bid No. 26-05, Street Construction Materials to select vendors, for Fiscal Year 2026, in an amount not to exceed $1,000,000.00.

Attachments: Bid Tab
Agreements
Certificate of Interested Parties
Presentation

7. RS-25-167 Consider a memorandum/resolution authorizing a professional services agreement for the design of the Mohawk Drive Roadway Project with Pape Dawson Engineers, LLC, in the amount of $1,417,641.58.

Attachments: Proposal
Agreement
Certificate of Interested Parties
Presentation

8. RS-25-168 Consider a memorandum/resolution authorizing the award of Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project to Bell Contractors, Inc., in the amount of $6,961,950.10.

Attachments: Bid Tab
Letter of Recommendation
Contract Verification Form
Certificate of Interested Parties
Presentation

9. RS-25-169 Consider a memorandum/resolution authorizing a contract amendment for professional design services with BGE, Inc., for the final design of the Rancier Avenue project, in the amount of $7,396,410.95.

Attachments: Proposal
Agreement
Presentation

10. RS-25-170 Consider a memorandum/resolution authorizing the award of Bid No. 26-07, 24-inch Highway 195 and Chaparral Road Water Line Project to Blackrock Construction with a contract, in the amount of $9,981,018.00.

Attachments: Bid Tab
Letter of Recommendation
Contract Verification Form
Certificate of Interested Parties
Presentation

11. RS-25-171 Consider a memorandum/resolution authorizing Contract Amendment No. 2 for the professional services agreement with Freese and Nichols, for the final design and right of way services for Phase 1 of the Chaparral Road Widening Project, in the amount of $6,351,144.00.

Attachments: Proposal
Contract Amendment
Presentation

12. RS-25-172 Consider a memorandum/resolution authorizing the execution of an Easement Conveyance Agreement with BTM Holding, LLC to acquire additional permanent utility easement and temporary construction easement in exchange for two tracts totaling 0.3 acres for the Highway 195 Water Line and Ground Storage Tank Projects.

Attachments: Easement Conveyance Agreement
Utility Easement Agreement
Special Warranty Deed - 0.090 Acres
Special Warranty Deed - 0.211 Acres
Presentation

13. RS-25-173 Consider a memorandum/resolution authorizing Change Order No. 1 with Cerris Builders for the Fire Station No. 4 Project, for a reduction of $514,916.27.00.

Attachments: Resolution 24-040R
Change Order No. 1
Presentation

14. RS-25-174 Consider a memorandum/resolution authorizing a Letter of Agreement, with Aqua-Metric Sales Company, for Phase 3 of the Water Meter Replacement Program, in an amount of $1,305,192.78.

Attachments: Letter of Agreement
HGAC Buy Proposal
Contract Verification Form
Certificate of Interested Parties
Presentation

15. RS-25-175 Consider a memorandum/resolution approving a petition for release from the City of Killeen Extraterritorial Jurisdiction submitted by Bruce Whitis for approximately 161.33 acres out of the James H. Evitts Survey, Abstract No. 287.

Attachments: Petition and Deed
Map - Request
Map - Official Fort Hood Boundary
Presentation

Public Hearings

16. PH-25-061 Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services, on behalf of Linda L. Cosper, (Case# Z25-27) to rezone approximately 0.23 acres out of the E. Lasere Survey, Abstract No. 528 (also known as Lots 6-8 and part of Lot 5 out of the Llewelyn Estates #3 unrecorded subdivision) from "B-5" (Business District) to "R-1" (Single-Family Residential District). The subject property is locally addressed as 4100 South WS Young Drive, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation

Discussion Items

17. DS-25-049 Discuss changes to Chapter 25 Article V – Assembly and Parade Permit Ordinance

18. DS-25-050 Discuss combining the Construction Board of Appeals, Zoning Board of Adjustment, Fire Board of Adjustment and Aviation Board of Adjustment

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on October 14, 2025.

_____

Laura J. Calcote, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

• AUSA Annual Meeting and Exposition, October 13-15, 2025, Walter E. Washington Convention Center, 801 Mount Vernon Place NW, Washington, DC 20001
• Mad City Money Event, October 21, 2025, 8:00 a.m., Audie Murphy Middle School, 53393 Sun Dance Drive, Fort Hood, TX 76544
• TML Annual Conference, October 29-31, 2025, Fort Worth Convention Center, 1201 Houston Street, Fort Worth, TX 76102
• Central Texas State Veterans Cemetery Groundbreaking Ceremony, October 30, 2025, 11:00 a.m., 11463 TX 195
• GKCC Military Relations Council - Annual Senior Command BBQ Social, October 30, 2025, 6:00 p.m., Big Hoss BBQ, 9502 E. Trimmier Road
• National League of Cities City Summit, November 19-22, 2025, Salt Palace Convention Center, 100 S W Temple St, Salt Lake City, UT 84101
• 2025 City of Killeen Annual Christmas Parade, December 13, 2025, 6:00 p.m., Historic Downtown Killeen

Dedicated Service -- Every Day, for Everyone!

City of Killeen

Staff Report

File Number: PR-25-023

Hill Country Transit District Update

City of Killeen

Staff Report

File Number: RS-25-162

Consider a memorandum/resolution approving Change Order No. 2 to the Taxiway E Relocation Contract with TTG Utilities, Inc., resulting in a reduction of $343,611.62.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Mike Wilson, Executive Director of Aviation**

SUBJECT: **Change Order No. 2 to the Taxiway E Relocation Contract with TTG Utilities, Inc.**

BACKGROUND AND FINDINGS:

On August 20, 2024, the City Council awarded a contract to TTG Utilities, Inc. for the Taxiway E Relocation Project. A section of Taxiway E at the Killeen Regional Airport required rehabilitation, and, due to updated Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation necessitated relocation.

Change Order No. 2 provides for the replacement of sign panels, installation of an additional concrete flume extending approximately 220 feet downstream from the new culvert to the existing rock gabions, repair of spalled concrete edges at the interface of existing and new pavement for Taxiway E, and reconciliation of final project quantities. These adjustments result in a contract decrease of $343,611.62, representing a 5.03% reduction in the overall project cost. This final change order reconciles quantities, ensures FAA compliance, and closes out the project within budget.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The expenditure will decrease by $343,611.62, which is a 5.03% decrease to the overall contract.

Is this a one-time or recurring revenue/expenditure?

One-time

Is this revenue/expenditure budgeted?

Yes, funds are available for this project in the Airport Improvement Grant Fund account 341-56201-900-605-922008 and the Passenger Facility Charge (PFC) fund 343-56206-900-603-922008.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute Change Order No. 2 for the Taxiway E Relocation Project with TTG Utilities, Inc., reducing the contract amount by $343,611.62.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Change Order
Contract
Certificate of Interested Parties
Presentation

GARVER
810 Hesters Crossing
Suite 210
Round Rock, TX 78681
TEL 512.485.0020
FAX 512.485.0021
www.GarverUSA.com

DATE: September 9, 2025

TO: Mr. Mike Wilson
Killeen Regional Airport
8101 Clear Creek Rd, Box C
Killeen, Texas 76549

PROJECT: GRK Taxiway E Relocation Project
City of Killeen Bid No. 24-31

DESCRIPTION OF CHANGES TO THE CONTRACT:

Change Order No. 002 makes the following changes, see attached for detailed terms of the change order.

A. Replacement of the sign panels currently labeled B4 to B5 panels.

B. Additional concrete flume beginning at the downstream end of the new culvert transversing the new section of access road and extending approximately 220 LF downstream to the existing rock gabions. The concrete flume will consist of 5" thick 4000 psi concrete with 6x6ga wire mesh reinforcing. It will have a 2-foot wide flat bottom with 4-foot wings on each side going up the side of the slopes. There will be concrete dissipators installed in the last 10-feet section of the concrete flume to slow the flow of water. A 3.5-foot strip of sod to the top edge of the new concrete will be added.

C. Repair to the spalled concrete edge at the existing concrete pavement adjacent to the new paving for Taxiway E. Repair section will be approximately 60-feet x 1.5-feet. Repair will include sawcutting existing concrete approximately 4-inches in depth and remove the existing unsound concrete patch that was place previously then thoroughly clean the area prior to adding the next concrete patching material (SSI Flexpatch).

D. Reconciliation of all project quantities.

Justification:
These contract changes are proposed based on additional work the Contractor will complete along with work that has been completed and is now reconciled to match the contract amount.

1)	Original Contract Sum	$	6,844,245.00
2)	Net Changes by previously approved Change Orders	$	(130.00)
3)	Current Contract Amount (1+2)	$	6,844,115.00
4)	Total Change Order No. 002	$	(343,611.62)
5)	New Contract Sum (3+4)	**$**	**6,500,503.38**
6)	Increase/Decrease to Contract Amount		-5.03%

7)	Original Contract Time	195 Calendar Days
	Net Time Changes by Previously Approved Change Orders	0 Calendar Days
	Time Extension For Change Order #002	0 Calendar Days
	New Contract Time	195 Calendar Days

Signature/Date: _____

Jacob Green, PE
Project Manager

Attachments: Construction Contract Change Order No. 2

GARVER
810 Hesters Crossing
Suite 210
Round Rock, TX 78681
TEL 512.485.0020
FAX 512.485.0021
www.GarverUSA.com

Construction Contract Change Order

Project: GRK Taxiway E Relocation (City of Killeen Bid No. 24-31) Killeen Regional Airport (GRK) Garver Job No. 23A06081	**Change Order No.** 2 **Date Prepared:** September 04,2025 **Prepared by:** Jacob Green, PE
Owner: City of Killeen 8101 Clear Creek Rd, Box C Killeen, TX 76549	**Contractor:** TTG Utilities, Inc. 305 Memorial Dr., Suite B Gatesville, TX 76528

Description of Work Included in Contract

Demolition of existing Taxiway E East Connector and constructing new Taxiway B4. Work included for the new Taxiway B4 shall be earthwork, grading, placement of full concrete pavement section, aphalt taxiway shoulders, pavement markings, drainage improvements, utility relocation, and airfield and taxiway lighting installation.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Replacement of the sign panels currently labeled B4 to B5 panels.

B. Additional concrete flume beginning at the downstream end of the new culvert transversing the new section of access road and extending approximately 220 LF downstream to the existing rock gabions. The concrete flume will consist of 5" thick 4000 psi concrete with 6x6ga wire mesh reinforcing. It will have a 2-foot wide flat bottom with 4-foot wings on each side going up the side of the slopes. There will be concrete dissipators installed in the last 10-feet section of the concrete flume to slow the flow of water. A 3.5-foot strip of sod to the top edge of the new concrete will be added.

C. Repair to the spalled concrete edge at the existing concrete pavement adjacent to the new paving for Taxiway E. Repair section will be approximately 60-feet x 1.5-feet. Repair will include sawcutting existing concrete approximately 4-inches in depth and remove the existing unsound concrete patch that was place previously then thoroughly clean the area prior to adding the next concrete patching material (SSI Flexpatch).

D. Reconciliation of all project quantities.

Attachments: TTG Proposal and Backup Documents

Contract Changes	Bid Item No.	Specification No.	Bid Item Description	Unit of Measure	Current Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost	Net Cost for this Change Order
A.	A-C02-01	-	SIGN PANEL REPLACEMENTS	LS	0	$0.00	1	$6,477.91	$0.00	$6,477.91	$6,477.91
B.	B-C02-01	-	ADDITIONAL CONCRETE FLUME	LS	0	$0.00	1	$38,909.97	$0.00	$38,909.97	$38,909.97
C.	C-C02-01	-	REPAIR SPALL AREA	LS	0	$0.00	1	$10,277.27	$0.00	$10,277.27	$10,277.27
D.	A1	SS-212-5.1	Biaxial Geogrid	SY	350	$4.50	320	$4.50	$1,575.00	$1,440.00	($135.00)
	A3	SS-300-5.2	12 Strand, Single Mode Airport Fiber Optic Cable, Installed	LF	2,400	$5.40	2,146	$5.40	$12,960.00	$11,588.40	($1,371.60)
	A4	SS-300-5.3	288 Strand, Single Mode Airport Fiber Optic Cable, Installed	LF	3,650	$19.50	3,285	$19.50	$71,175.00	$64,057.50	($7,117.50)
	A11	SS-301-5.7	Existing Fiber Optic Cable, Removed	LF	450	$4.40	5,601	$4.40	$1,980.00	$24,644.40	$22,664.40
	A12	SS-302-3.1	Power Utility Allowance	AL	1	$90,000.00	1.00	$123,629.43	$90,000.00	$123,629.43	$33,629.43
	A15	D-701-5.1	18" Reinforced Concrete Pipe (Class IV)	LF	385	$135.00	368	$135.00	$51,975.00	$49,680.00	($2,295.00)
	A18	COK-602-11.1	Existing 10" PVC Waterline Removal	LF	280	$37.00	260	$37.00	$10,360.00	$9,620.00	($740.00)
	A19	COK-602-11.2	10" Steel Encased PVC Waterline Installed	LF	165	$270.00	170	$270.00	$44,550.00	$45,900.00	$1,350.00
	A21	P-101-5.2	Concrete Pavement Removal	SY	75	$47.00	70	$47.00	$3,525.00	$3,290.00	($235.00)
	A22	P-101-5.3	Removal of Pipe (12" PVC)	LF	95	$10.00	88	$10.00	$950.00	$880.00	($70.00)
	A26	P-155-8.1	12" Lime Treated Subgrade	SY	18,020	$7.50	16,593	$7.50	$135,150.00	$124,447.50	($10,702.50)
	A27	P-155-8.2	Lime	TN	1,220	$425.00	925	$425.00	$518,500.00	$393,256.75	($125,243.25)
	A28	P-209-5.3	8" Crushed Aggregate Base Course	SY	350	$26.00	320	$26.00	$9,100.00	$8,320.00	($780.00)
	A29	P-304-8.1	6" Cement-Treated Base Course	SY	17,480	$29.00	16,593	$29.00	$506,920.00	$481,197.00	($25,723.00)
	A30	P-501-8.1	15" Concrete Pavement Surface	SY	17,060	$160.00	16,245	$160.00	$2,729,600.00	$2,599,200.00	($130,400.00)
	A32	P-620-5.1a	Yellow Taxiway Pavement Markings With Reflective Media	SF	4,250	$2.35	4,225	$2.35	$9,987.50	$9,928.75	($58.75)
	A33	P-620-5.1b	Black Taxiway Pavement Markings Without Reflective Media	SF	6,600	$2.35	7,480	$2.35	$15,510.00	$17,578.00	$2,068.00
	A34	P-620-5.2	Pavement Marking Removal	SF	3,750	$1.75	3,970	$1.75	$6,562.50	$6,947.50	$385.00
	A35	T-901-5.1	Hydro-Seeding with Mulch, Fertilizer, and Tackifier	AC	3	$20,300.00	5	$20,300.00	$50,750.00	$93,380.00	$42,630.00
	A36	T-904-5.1	Sodding	SY	1,800	$10.00	3,600	$10.00	$18,000.00	$36,000.00	$18,000.00
	A37	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	6,800	$4.00	6,742	$4.00	$27,200.00	$26,968.00	($232.00)
	A39	L-110-5.1	Non-Encased Electrical Duct Bank, 2-Way 2-inch C	LF	50	$95.00	220	$95.00	$4,750.00	$20,900.00	$16,150.00
	A40	L-110-5.2	Concrete-Encased Electrical Duct Bank, 2-Way 2-inch C	LF	500	$65.00	275	$65.00	$32,500.00	$17,875.00	($14,625.00)
	A42	L-110-5.5	Non-Encased Electrical Conduit, 1-Way 2-inch C	LF	5,100	$32.00	4,316	$32.00	$163,200.00	$138,112.00	($25,088.00)
	A43	L-110-5.6	Concrete-Encased Electrical Conduit, 1-Way 2-inch C	LF	400	$62.00	1,477	$62.00	$24,800.00	$91,574.00	$66,774.00
	A44	L-115-5.1	Concrete Encased Electrical Junction Structure Plaza, Two L-867 Class 1, Size 16" Diameter by 24" Depth Cans	EA	2	$8,700.00	1	$8,700.00	$17,400.00	$8,700.00	($8,700.00)
	A45	L-115-5.2	Electrical Manhole, Installed	EA	2	$12,500.00	0	$12,500.00	$25,000.00	$0.00	($25,000.00)
	A48	L-125-5.2	Stored L-858(L) Base Mounted Guidance Sign, Installed	EA	2	$16,500.00	1	$16,500.00	$33,000.00	$16,500.00	($16,500.00)
	A49	L-125-5.3	L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed	EA	1	$17,300.00	2	$17,300.00	$17,300.00	$34,600.00	$17,300.00
	C4	P-155-8.1	12" Lime-Treated Subgrade	SY	580	$7.50	0	$7.50	$4,350.00	$0.00	($4,350.00)
	C5	P-155-8.2	Lime	TN	40	$425.00	0	$425.00	$17,000.00	$0.00	($17,000.00)
	C6	P-209-5.1	20" Crushed Aggregate Base Course	SY	580	$65.00	0	$65.00	$37,700.00	$0.00	($37,700.00)

C7	P-209-5.2	25" Crushed Aggregate Base Course	SY	5,390	$79.00	4,896	$79.00	$425,810.00	$386,784.00	($39,026.00)
C8	P-401-8.1	4" Hot Mix Asphalt Surface Course	TN	1,270	$195.00	1,106	$195.00	$247,650.00	$215,670.00	($31,980.00)
C9	P-403-8.1	5" Hot Mix Asphalt Base Course	TN	170	$255.00	0	$255.00	$43,350.00	$0.00	($43,350.00)
C10	L-110-5.3	Flowable Fill Encased Electrical Conduit, 1-Way 2-inch C	LF	3,000	$55.00	2,009	$55.00	$165,000.00	$110,495.00	($54,505.00)
C15	L-125-5.9	Stored L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Shoulder	EA	11	$2,900.00	14	$2,900.00	$31,900.00	$40,600.00	$8,700.00
A-CO1-01	COK-602	10" PVC Waterline Installed	LF	125	$200.00	95	$200.00	$25,000.00	$19,000.00	($6,000.00)
							Summation of Cost	**$5,632,040.00**	**$5,288,428.38**	**($343,611.62)**

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	**$6,844,245.00**
Previously Approved Changes	**($130.00)**
This Change Order	**($343,611.62)**
New Contract Amount	**$6,500,503.38**

Time Change	
Original Contract Start Date	September 23, 2024
Original Contract Time (calendar days)	195
Additional Calendar Days granted by this Change Order	0
New Contract Time (calendar days)	195
Suspended Time	
New Construction Completion Date	April 6, 2025

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

Engineer's Signature	Title	Date
	Project Manager	09/04/2025

ACCEPTED BY CONTRACTOR

Contractor's Signature	Title	Date
Dawna L. James	Contract Specialist	09/04/2025

APPROVED BY OWNER

Owner's Signature	Title	Date
Kent Cagle	City Manager	

231 Memorial Dr. **Gatesville, TX 76528**
Phone: 254.248.1151 **Fax: 254.865.1288**
ttgutilities.com

April 8, 2025

Garver
285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020

Re: Killeen Regional Airport Taxiway E Relocation Project

Gentlemen:

Per the request to change out the sign panels that are currently labeled B4 to panels that are labeled B5 our pricing to complete that work will be $6477.91. The breakdown of cost is as follows.

Labor - $1350.00
Equipment - $560.00
Material - $3979.10
10% OH/Profit - $588.91

Total $6477.91

Material delivery will require 4 to 6 weeks.

Sincerely,

Keith James

Keith James
TTG Utilities, LP

TTG Utilities LP

231 Memorial Dr. Gatesville, TX 76528
Phone: 254.248.1151 Fax: 254.865.1288
ttgutilities.com

August 12, 2025

Garver
285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020

Re: Killeen Regional Airport Taxiway E Relocation Project

Gentlemen:
As requested, this is our proposal to add a concrete flume beginning at the downstream end of the new culvert traversing the new section of temporary access road and extending approximately 220LF downstream to the existing rock gabions.
This flume will consist of 5" thick 4000 psi concrete with 6x6 6ga wire mesh reinforcing. It will have a 2-foot-wide flat bottom with 4ft wings on each side going up the side of the slopes. There will be concrete dissipators installed in the last 10 ft section of the concrete flume to slow the flow of water. We have also added a 3.5ft strip of sod to the top edge of the new concrete.
Our pricing for this work will be as follows:

Labor	-	$16,646.00
Equipment	-	$4930.00
Materials	-	$10,580.00
Total Costs	-	$32,157.00
10% OH	-	$3215.70
10% Profit	-	$3537.27

TOTAL PROPOSED COST $38,909.97

Please see attached cost breakdown for your use.
Sincerely,

Keith James

Keith James
TTG Utilities, LP

231 Memorial Dr. **Gatesville, TX 76528**
Phone: 254.248.1151 **Fax: 254.865.1288**
ttgutilities.com

July 29, 2025

Garver
285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020

Re: Killeen Regional Airport Taxiway E Relocation Project

Gentlemen:
As requested, this is our proposal to repair the spalled concrete edge at the existing concrete pavement adjacent to the new paving for Taxiway E. We will plan to repair a section approximately 60 ft in length and 1.5ft in width. We will sawcut approximately 4 inches in depth and remove the existing unsound concrete patch that was placed previously. We will then thoroughly clean the area prior to adding the new concrete patching material (SSI Flexpatch).

Labor	-	$2873.26
Equipment	-	$610.10
Materials	-	$5010.00
Total Costs	-	$8493.36
10% OH	-	$849.34
10% Profit	-	$934.57

TOTAL PROPOSED COST $10,277.27

Please see attached cost breakdown for your use.

Sincerely,

Keith James
Keith James
TTG Utilities, LP

Cost Report

Biditem

10

Spall Repair at Existing Edge

Takeoff Qty: 90.000 SF

Bid Qty: 90.000 SF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	24.44	7.48	31.93	6.78	55.67	0.00	0.00	94.37
Total	2,200.00	673.26	2,873.26	610.10	5,010.00	0.00	0.00	8,493.36

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
80.0000	1.1250	0.8889	106.1670	27.5000	35.9158	4.5000

Activity: 3905 Spall Repair Quantity: 90.00 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	24.44	7.48	31.93	6.78	55.67	0.00	0.00	94.37
Total	2,200.00	673.26	2,873.26	610.10	5,010.00	0.00	0.00	8,493.36

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
38.7040	0.2222	4.5000	174.1680	2.0000	45.0000	0.0222	4,246.6800

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
80.0000	1.1250	0.8889	35.9158	24.4444

Calendar: 50 TEN HOUR DAYS Hrs/Shift: 10 WC: 5506 Street/Road

Crew: CHWS (Mod) Concrete Headwall Small Prod: S 2 Eff: 100.00 Crew Hrs: 20.00 Labor Pcs: 4.00 Equipment Pcs: 1.50

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2SSI FLEXPAC	SSI Flex Patch	1.00	30.00	CF	167.00	100.000	167.00	5,010.00
8DRJH	Jack Hammer	0.50	10.00	HR	9.75	100.000	9.75	97.50
8TKPU	Truck, Pickup	1.00	20.00	HR	25.63	100.000	25.63	512.60
CFIN	Concrete Finisher	1.00	20.00	MH	23.00	110.000	33.04	660.85
CFOR	Concrete Foreman	1.00	20.00	MH	38.00	110.000	54.59	1,091.84
CLAB	Concrete Laborer	1.00	20.00	MH	19.00	110.000	27.30	545.92
CSLAB	Concrete Skilled laborer	1.00	20.00	MH	20.00	110.000	28.73	574.65

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
Total	2,200	673	2,873	610	5,010	0	0	8,493

Job Notes

Estimate created on: 07/27/2004 by User#: 0 - Default User
Source estimate used: C:\DEVELOP9\MARIEANNE\EST\DEMOMAST

**********Estimate created on: 07/30/2025 by User#: 1 - Keith James
Source estimate used: G:\HEAVYBID\EST\DEMOMAST

Calendars Used In Estimate

50 TEN HOUR DAYS

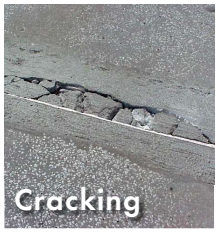
SILSPEC® FLEXPATCH

DESCRIPTION

SILSPEC® FLEXPATCH is a three-component, 100% solids, multi-purpose, high-strength, non-shrink, waterproof, non-conductive, semi-flexible polymer patching mortar. It is for longer lasting patches and has excellent workability. The system combines a high-quality polymer resin and curing agent with an engineered blend of graded aggregates.

- Non-Conductive
- Fast Installation
- Elastomeric
- Abrasion Resistant
- Waterproof
- Outlasts Cement-Based Patches
- No Shrinkage
- ASTM C-881, Grade 1, Class B & C

Eliminates increased deterioration caused by cement based patches:



BENEFITS

- No "Halo" Effect
- Short Traffic Closure
- Moves With Deck
- Long Wearing
- No Salt Freeze/Thaw Damage
- Low Life Cycle Cost
- No Edge Cracks
- VOC Compliant

USES

- Bridge, Parking, and Garage Decks
- Roadways
- Conforms to ACPA Bulletin TB003 For Use in Partial Depth Pavement Repairs
- Concrete Pavement Joint Edge Repair
- Meets USDA Specifications for Use in Food Processing Areas
- Meets FAA Specification P-501-2.11, Section B for Airfield Use

SILSPEC® FLEXPATCH

PACKAGING

0.5 cu. ft. Unit (0.014 cu. m): Consists of a ½ gallon, each, of part "A" and "B" and 1 bag of aggregate.
1.0 cu. ft. Unit (0.028 cu. m): Consists of 1 gallon, each, of part "A" and "B" and 2 bags of aggregate.
5.0 cu. ft. Unit (0.14 cu. m): Consists of 5 gallons, each, of part "A" and "B" and 10 bags of aggregate.
Shelf Life: 2 years in original, unopened container.
Storage Conditions: Store at 50 - 90° F. Condition at 65 - 80° F before using.

TYPICAL PHYSICAL PROPERTIES

Compressive Strength	psi @ 4 Hours (Method B) psi @ 24 Hours (Method B)	1,500 Minimum 4,500 Minimum	ASTM C579 ASTM C579
Bond Strength	psi	2,500 Minimum	ASTM C882
Linear Shrinkage	Percent	Negligible	ASTM C531
Abrasion Resistance	Weight Loss (H-22) Grams	1.0 Maximum	ASTM C501
Chloride Ion Permeability	Coulombs	1.0 Maximum	AASHTO T-277
Thermal Compatibility	Pass	Pass	ASTM C884

APPLICATION

Surface Preparation:

Step 1: Remove all deteriorated and unsound concrete with chipping hammers. Chipping hammer shall not exceed 30 lbs.

Step 2: Thoroughly clean patch area by sandblasting. Any exposed reinforcing steel shall be blasted to white metal finish.

Step 3: Blow all dust and loose particles from patch area with oil-/moisture-free compressed air.

Mixing: SILSPEC® FLEXPATCH 1 cu. ft. kit, or larger, should be mixed using a paddle mortar mixer. Do not attempt to hand mix large quantities. Small quantities of SILSPEC® FLEXPATCH can be easily mixed using a heavy-duty hand drill. Mechanically mix components A and B, 1:1 by volume, with a Jiffy mixer and variable speed drill at 300 rpm for a minimum of 3 minutes.

Step 1: Mechanically mix components A and B, 1:1 by volume, in a clean pail and mix thoroughly for minutes with a drill and spiral Jiffy-type mixer on low speed.
Step 2: If mixing in a pail, while stirring, slowly add the included amount of aggregate to the mixed SILSPEC® FLEXPATCH liquid polymer until thoroughly mixed. Up to 5 cu. ft. per batch can be mixed using an appropriately-sized paddle-type mortar mixer. Call SSI for mixing and cleanup instructions.

Patching Concrete:

If the depth of the patch is less than 1 inch, approximately 10% of the aggregate should be withheld. Place SILSPEC® FLEXPATCH into prepared hole. Screed or float to desired level. Thoroughly compact and finish with a steel trowel, paying special attention to the edges.

CLEANUP

Equipment: Uncured material can be removed with Citrus Cleaner, or other approved solvent. Cured material can only be removed mechanically.

Material: Collect with absorbent material. Dispose of in accordance with local, state, and federal disposal regulations.

FIRST AID

Eye Contact: Flush immediately with water for at least 15 minutes. Contact a physician immediately.

Respiratory Contact: Remove person to fresh air.

Skin Contact: Remove any contaminated clothing. Remove polymer immediately with a clean and dry towel. Wash skin thoroughly with soap and water. Solvents should **not** be used, as they carry the irritant into the skin.

Cured polymer is innocuous.

LIMITATIONS

- Minimum substrate surface is 40° F (5° C)
- Minimum age of concrete for bonding should be 28 days, unless manufacturer is consulted
- Not for full-depth repairs

CAUTIONS

Component A: Irritant
Component B: Corrosive

Product is a strong sensitizer. Use of safety goggles and chemical-resistant gloves is recommended.

Use of a NIOSH/MSHA organic vapor respirator is recommended, if ventilation is inadequate.

Avoid breathing vapors.

Avoid skin contact.

(800) 888-8909 ssicm.com

Warranty Limitations: SSI represents to the purchaser of this product from SSI (referred to as customer) that the information in this literature is an accurate description of the typical characteristics, properties, and uses of the product, if transported, stored, and applied in accordance with this literature and the referenced Material Safety Data Sheet. Unless SSI provides, before product installation, an express written warranty after receipt and evaluation of specific written project conditions and applicable scope documentation, SSI's exclusive warranty is that the product will conform to the sales representations stated, herein, and the current Material Safety Data Sheet. SSI expressly disclaims all other express or implied warranties, including without limitation warranties of merchantability and fitness for particular purpose. In no event shall SSI's liability for damages arising from the sale of this product the amount of purchase price received by SSI from customer for this product delivered to the project in question, or at SSI's sole option, SSI may replace the product or portion thereof that does not conform to the foregoing representation. SSI expressly excludes any liability for special or consequential damages.

Customer is solely responsible for evaluating job conditions and the suitability of described physical properties and characteristics of the product to meet specified or apparent project requirements and for application of the product in accordance with SSI's recommendations.

These representations are intended for reliance exclusively by the customer and are not intended to benefit any other person or entity. These exclusions, modifications, or limitations of warranties, including their effect on rights and remedies, that are effective against are also effective against subsequent purchasers, users, and third party beneficiaries of the sale of this product.

SSI undertakes no responsibility for storage, mixture, preparation of surfaces, application, use, or misuse of product or its conformity to specifications that are not previously and expressly acknowledged in writing by SSI.

To Purchase, Please Contact SSI at Any of the Following Locations:

Dallas, TX (972) 243-0676 ♦ Fort Worth, TX (682) 647-1881
Houston, TX (713) 460-8800 ♦ Austin, TX (512) 326-1156
San Antonio, TX (210) 930-6360 ♦ El Paso, TX (915) 591-6800
McAllen, TX (956) 782-1341 ♦ Springdale, AR (479) 365-8050
Baton Rouge, LA (225) 620-0950 ♦ New Orleans, LA (504) 539-3102
Kansas City, MO (816) 561-1617 ♦ St. Louis, MO (314) 410-6801
Oklahoma City, OK (405) 524-9525 ♦ Tulsa, OK (918) 587-5567

Thank You For Choosing SSI

SILSPEC® is a registered trademark of Silicone Specialties, Inc. (SSI)

Revision Date: 09/16/2024

00 52 00 CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **City of Killeen, Texas** ("Owner") and **TTG Utilities, Inc.** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Demolition of existing Taxiway E East Connector and constructing new taxiway B4. The work awarded in this project includes the following Bid Schedules as identified in the bidding documents:**

A. Base Bid Schedule A – Concrete Taxiway Pavement Section

B. Additive Alternate 1 – 15' Asphalt Shoulders

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion – 195 Calendar Days**
2. Milestone 2 **Final Completion – 30 Calendar Days**

Milestone	Description	Substantial Completion
1	Phase 1	165 calendar days
3	Phase 2	30 calendar days
4	Final Acceptance	30 calendar days after substantial completion

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Milestones: Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 1, until Milestone 1 is achieved.

   Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 2, until Milestone 2 is achieved.

3. Liquidated damages for failing to timely attain Substantial Completion and Milestones are additive and will be imposed concurrently.

4.04 *Special Damages*

A. Not Used.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

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

K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.

2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Executed Contract
2. Addenda No. 1-5
3. Notice to Bidders
4. Instructions to Bidders
5. Bid Form
6. Bid Bond
7. List of Proposed Subcontractors
8. Wage Rates
9. Qualification Statement
10. DBE Participation Reporting
11. Bidders Certifications
12. City of Killeen General Terms and Conditions
13. Specifications Volume II as listed in the Table of Contents
14. Drawings
15. Performance Bond
16. Payment Bond
17. General Provisions
18. Special Provisions
19. Certificates of Insurance
20. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid

21. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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

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

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/21/24 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Killeen, Texas	TTG Utilities, Inc.
By: Kent Cagle Digitally signed by Kent Cagle Date: 2024.08.21 15:48:20 -05'00'	By:
Title: Kent Cagle, City Manager	Title: Ricardo J. Pena, President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest: Dawna L. James
Title:	Title: Dawna L. James, Contract Specialist
Address for giving notices:	Address for giving notices:
	TTG Utilities, Inc.
	305 Memorial Dr., Suite B
	Gatesville, TX 76528
	License No.: *(where applicable)*

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362309

Date Filed:
09/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TTG Utilities, Inc.
GGatesville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-31 CO#02
Taxiway E Rehab - final change order

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pena, Ricardo	Gatesville, TX United States	X	
Powell, Logan	Gatesville, TX United States	X	
Tatum, Carly	Gatesville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dawna L. James, and my date of birth is 11/11/1965.

My address is 305 Memorial Dr., Gatesville (city), TX (state), 76528 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Coryell County, State of Texas, on the 11th day of September (month), 20 25 (year).

Dawna L. James

Signature of authorized agent of contracting business entity
(Declarant)

CHANGE ORDER NO. 2-TTG UTILITIES INC-TAXIWAY E RELOCATION CONTRACT

RS-25-162

October 21, 2025

Background

- On August 20, 2024, the City Council awarded a contract to TTG Utilities, Inc. for the Taxiway E Relocation Project. A section of Taxiway E at the Killeen Regional Airport required rehabilitation, and due to updated Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation necessitated relocation.

Discussion

- Change Order No. 2 includes:
  - Replacement of sign panels
  - Installation of an additional concrete flume (approx. 220 LF downstream from the new culvert to the existing rock gabions)
  - Repair of spalled concrete edges at the interface of existing and new pavement for Taxiway E
  - Reconciliation of final project quantities
- This final change order reconciles quantities, ensures FAA compliance, and closes out the project within budget.

Recommendation

- City Council authorize the City Manager to execute Change Order No. 2 for the Taxiway E Relocation Project with TTG Utilities, Inc. reducing the contract amount by $343,611.62.

City of Killeen

Staff Report

File Number: RS-25-163

Consider a memorandum/resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Fort Worth to allow the City of Killeen to participate in the Commercial Card Agreement with JP Morgan Chase Bank N.A.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Judith Tangalin, Executive Director of Finance**

SUBJECT: **Interlocal Agreement with the City of Forth Worth for participation in the Commercial Card Agreement with JP Morgan Chase Bank N.A.**

BACKGROUND AND FINDINGS:

Since 2011, the City has used Citibank to provide commercial card services for procurement and travel needs through the State of Texas cooperative contract. This program has streamlined small-dollar purchasing, emergency purchases, and training and travel expenses.
The State's contract with Citibank ended on September 1, 2025, and all existing Citibank cards will be terminated by February 2026 as the State transitions to U.S. Bank. To avoid disruption to City operations, Finance Department staff reviewed available options for a new commercial card provider and determined that J.P. Morgan Chase offers the best fit.
J.P. Morgan is already the City's depository bank, so extending this relationship to procurement and travel cards will simplify oversight and reduce administrative complexity. In addition, J.P. Morgan's program supports virtual card payments within the AP (accounts-payable) process. Using virtual cards will speed the AP workflow, reduce paper check issuance, strengthen payment security, and increase the total annual transaction volume, therefor potentially increasing the annual rebate amount generated by the program.
The City may contract with J.P. Morgan by entering into an Interlocal Cooperative Purchasing Agreement with the City of Fort Worth, which allows the City to adopt the same terms and conditions without issuing a separate competitive bid. This authority is provided by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code**,** which permit local governments to participate in cooperative purchasing agreements

THE ALTERNATIVES CONSIDERED:

1. Contract with U.S. Bank through the State of Texas contract for the City's commercial card program.
2. Enter into an interlocal agreement with the City of Fort Worth and contract with J.P. Morgan Chase for the City's commercial card program.

Which alternative is recommended? Why?

Option #2 is recommended because J.P. Morgan is the City's depository bank, allowing the commercial card program to integrate with existing banking services. J.P. Morgan Chase's commercial card program supports virtual card payments, streamlining the accounts-payable process, reducing paper checks, and enhancing security. Consolidating procurement, travel, and virtual card transactions under one provider also increases annual transaction volume, which increases the City's rebate revenue while ensuring a smooth transition before the February 2026 deadline.

CONFORMITY TO CITY POLICY:

Yes, the interlocal agreement between the City of Killeen and City of Fort Worth conforms to City Policy and Texas Local Government Code, Chapter 791 and Chapter 271 Subchapter F.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

There is no cost to the City to enter into an interlocal agreement with the City of Fort Worth to participate in its commercial card program with J.P. Morgan Chase. The program provides annual revenue through transaction rebates. Based on the City's average annual credit-card spending and a 29-day payment cycle, the estimated annual rebate is approximately $34,000**,** subject to change with variations in total annual spending and payment turnaround.

Is this a one-time or recurring revenue/expenditure?

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

RECOMMENDATION:

City Council to authorize the City Manager to to enter into an Interlocal Agreement with the City of Fort Worth to allow the City of Killeen to participate in the Commercial Card Agreement with JP Morgan Chase Bank.N.A.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Interlocal Agreement - City of Fort Worth
J.P. Morgan Chase Commercial Card Agreement
Presentation

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into between the City/County of _____ ("_____") and the City of Fort Worth, Texas ("Fort Worth").

WHEREAS, both _____ and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, _____ and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, _____ and Fort Worth agree as follows:

SECTION 1. The purpose of this Agreement is to provide _____ and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The Parties agree that each shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

SECTION 3. At the request of the other Party, a Party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other Party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

SECTION 6. This Agreement may be terminated by either Party, without cause or penalty, upon not less than thirty days written notice to the other Party.

SECTION 7. The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the Parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate _____ or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

AGREE AND EXECUTED:

CITY OF FORT WORTH **200 Texas Street** **Fort Worth, Texas 76102**	**[CITY/COUNTY NAME & ADDRESS]**
By: _____	By: _____
Title: Assistant City Manager	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM AND LEGALITY:

_____ Assistant City Attorney	_____ _____, Attorney Title
M&C: N/A Contract Authorization	_____ Contract Authorization
_____ Jannette Goodall, City Secretary	_____ _____, City/County Secretary

Docusign Envelope ID: 50BFC7B1-8F1A-4DB1-91D0-0FEDD441394D

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of October, 2025 ("Effective Date"), by and between City of Killeen (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.

2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

   Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Incentives**. For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.

4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

   To the Bank:
   JPMorgan Chase Bank, N.A.
   10 S. Dearborn, Floor 06
   Mail Code: IL1-0286
   Chicago, IL 60603-2300
   Attn: Commercial Card Legal

   To the Participant:
   City of Killeen
   101 College St
   Killeen, TX 76541-6105
   Attn: Gabe Colon-Atencio

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK

By: _____

Name: _____

Title _____

CITY OF KILLEEN

By: _____

Name: _____

Title: _____

Participant Attestation:
The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: Signed by: Eric S Schwartz 3C19B8BAA34B404...

Name: Eric S Schwartz

Title Vice President

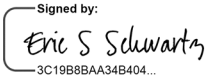
Certificate Of Completion

Envelope Id: 50BFC7B1-8F1A-4DB1-91D0-0FEDD441394D
Status: Completed
Subject: Complete with Docusign: Ft. Worth - Participation Agreement (Within Texas) Ods.pdf
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
douglas.miller@jpmchase.com
277 Park Ave, Flr 13
New York, NY 10017
douglas.miller@jpmchase.com
IP Address: 146.143.132.20

Record Tracking

Status: Original
9/26/2025 8:02:26 AM
Holder: douglas.miller@jpmchase.com
douglas.miller@jpmchase.com
Location: DocuSign

Signer Events	Signature	Timestamp
Eric S Schwartz eric.s.schwartz@jpmorgan.com Vice President Security Level: Email, Account Authentication (None)	Signed by:  3C19B8BAA34B404... Signature Adoption: Pre-selected Style Using IP Address: 146.143.132.24	Sent: 9/26/2025 8:03:16 AM Viewed: 9/26/2025 8:07:07 AM Signed: 9/26/2025 8:07:23 AM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 9:13:02 AM
ID: 57c816e8-45ab-4f1c-9410-afbee68fb56b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/26/2025 8:03:16 AM
Certified Delivered	Security Checked	9/26/2025 8:07:07 AM
Signing Complete	Security Checked	9/26/2025 8:07:23 AM
Completed	Security Checked	9/26/2025 8:07:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, JPMorgan Chase & Co. (CLM) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact JPMorgan Chase & Co. (CLM):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: pratheep.balendra@jpmorgan.com

To advise JPMorgan Chase & Co. (CLM) of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pratheep.balendra@jpmorgan.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from JPMorgan Chase & Co. (CLM)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pratheep.balendra@jpmorgan.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with JPMorgan Chase & Co. (CLM)

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to pratheep.balendra@jpmorgan.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify JPMorgan Chase & Co. (CLM) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by JPMorgan Chase & Co. (CLM) during the course of your relationship with JPMorgan Chase & Co. (CLM).

INTERLOCAL AGREEMENT WITH CITY OF FORTH WORTH FOR PARTICIPATION IN THE COMMERCIAL CARD AGREEMENT WITH JP MORGAN CHASE BANK N.A.

RS-25-163

October 21, 2025

Background

- Citibank has been used since 2011 for the City's Commercial Card Program (city credit card/ procurement card)
  - State's contract with Citibank ended September 1, 2025, and all existing cards will be terminated February 2026.
  - State entered into a contract with U.S. Bank

Background cont'd.

- JP Morgan Chase N.A. was determined as the best fit for a new commercial card provider
  - Currently the City's Depository Bank
  - Offers virtual card program
- The commercial card program with JP Morgan Chase N.A. is offered through an interlocal agreement with the City of Fort Worth
  - Authority is provided by Ch. 791 of the Texas Government Code and Subchapter f, Chapter 271 of the Texas Local Government Code, which permits local governments to participate in cooperative purchasing agreements

Financial Impact

- No cost to the City to have a commercial card program
- Rebates are given based off annual credit card spending and a 29-day payment cycle
  - Estimated annual rebate is $34,000

Alternatives

- Contract with U.S. Bank through the State of Texas contract for the City's commercial card program
- Enter into an interlocal agreement with the City of Fort Worth and contract with JP Morgan Chase for the City's commercial card program

Recommendation

- City Council to authorize the City Manger to enter into an Interlocal Agreement with the City of Fort Worth to allow the City of Killeen to participate in the Commercial Card Agreement with JP Morgan Chase Bank N.A.

City of Killeen

Staff Report

File Number: RS-25-164

Consider a memorandum/resolution authorizing award of Bid #26-04, Tire Services to Oyervides Tire Service, LLC, for Fiscal Year 2026, in an amount of $382,000.00.

Bid 26-04, Tire Services
BID TABULATION SHEET

Services	Current Cost in 2025	COLLIVER TIRE SERVICE			OYERVIDES TIRE SERVICE LLC			SOUTHERN TIRE MART LLC		
		Average Number per Month	Unit Price	Extended	Average Number per Month	Unit Price	Extended	Average Number per Month	Unit Price	Extended
12.1 Service Call										
Normal Hours 0700-1700	$ 85.00	4	$ 120.00	$ 480.00	4	$ 75.00	$ 300.00	4	$ 110.00	$ 440.00
After Hours: 1700-0700	$ 85.00	8	$ 150.00	$ 1,200.00	8	$ 75.00	$ 600.00	8	$ 165.00	$ 1,320.00
Holidays: Those observed by the City of Killeen	$ 85.00	0.5	$ 150.00	$ 75.00	0.5	$ 75.00	$ 37.50	0.5	$ 110.00	$ 55.00
Outside of Killeen City limits	85.00 + $1.00/mile	0.25	$ 200.00	$ 50.00	0.25	$ 75.00	$ 18.75	0.25	$ 110.00	$ 27.50
12.2 Fleet Tire Evaluation (per 3.3 & 3.4)										
Weekly Fleet Evaluation	$ 85.00	4	$ 140.00	$ 560.00	4	$ 75.00	$ 300.00	4	$ 110.00	$ 440.00
Monthly Fleet Evaluation	$ 85.00	1	$ 140.00	$ 140.00	1	$ 75.00	$ 75.00	1	$ 110.00	$ 110.00
12.3 Tire Installation/Replacement Service										
15"-19.5"	$ 25.00	6	$ 32.00	$ 192.00	6	$ 22.50	$ 135.00	6	$ 25.00	$ 150.00
22.5"-24.5"	$ 32.50	70	$ 39.00	$ 2,730.00	70	$ 35.00	$ 2,450.00	70	$ 35.00	$ 2,450.00
Ag/Off-Road: Price per cross section	$ 3.50	10	$ 5.50	$ 55.00	10	$ 3.50	$ 35.00	10	$ 75.00	$ 750.00
24/25 O Ring	$ 18.50	6	$ 19.00	$ 114.00	6	$ 22.50	$ 135.00	6	$ 25.00	$ 150.00
12.4 Tire Repair Service										
15"-19.5"	$ 25.00	4	$ 37.00	$ 148.00	4	$ 22.50	$ 90.00	4	$ 30.00	$ 120.00
22.5"-24.5"	$ 35.00	80	$ 44.00	$ 3,520.00	80	$ 35.00	$ 2,800.00	80	$ 40.00	$ 3,200.00
Ag/Off-Road: Price per cross section	$ 4.00	10	$ 5.50	$ 55.00	10	$ 4.00	$ 40.00	10	$ 80.00	$ 800.00
Valve Stems - Ag/Truck/Bus	$ 8.00	16	$ 12.00	$ 192.00	16	$ 6.00	$ 96.00	16	$ 8.00	$ 128.00
Valve Stems - Off Road	$ 27.50	2	$ 32.00	$ 64.00	2	$ 22.50	$ 45.00	2	$ 15.00	$ 30.00
12.5 Wheel Reconditioning	$ 50.00	1	$ 75.00	$ 75.00	1	$ 50.00	$ 50.00	1	$ 40.00	$ 40.00
12.6 Scrap Tire Evaluation and Consultation		4	$ 20.00	$ 80.00	4	$ -	$ -	4	$ -	$ -
12.7 Tire Retread Services										
26/32" Drive tire (WHR):										
11R22.5	$ 221.33	52	$ 282.00	$ 14,664.00	52	$ 195.00	$ 10,140.00	52	$ 170.00	$ 8,840.00
12R22.5	$ 238.35	1	$ 304.00	$ 304.00	1	$ 205.00	$ 205.00	1	$ 138.00	$ 138.00
295/75R22.5	$ 221.33	1	$ 282.00	$ 282.00	1	$ 190.00	$ 190.00	1	$ 160.00	$ 160.00
315/80R22.5	$ 289.43	10	$ 324.00	$ 3,240.00	10	$ 250.00	$ 2,500.00	10	$ 200.00	$ 2,000.00
22/32" Drive tire (167):										
11R22.5	$ 191.82	20	$ 252.00	$ 5,040.00	20	$ 170.00	$ 3,400.00	20	$ 130.00	$ 2,600.00
12R22.5	$ 198.63	1	$ 262.00	$ 262.00	1	$ 175.00	$ 175.00	1	$ 135.00	$ 135.00
295/75R22.5	$ 191.82	1	$ 252.00	$ 252.00	1	$ 170.00	$ 170.00	1	$ 120.00	$ 120.00
315/80R22.5	$ 244.03	4	$ 250.00	$ 1,000.00	4	$ 215.00	$ 860.00	4	$ 175.00	$ 700.00
Section Repair	$ 25.00	7	$ 42.00	$ 294.00	7	$ 20.00	$ 140.00	7	$ 20.00	$ 140.00
12.8 Tire Casings When Required										
11R22.5	$ 72.50	20	$ 75.00	$ 1,500.00	20	$ 60.00	$ 1,200.00	20	$ 65.00	$ 1,300.00
12R22.5	$ 72.50	1	$ 75.00	$ 75.00	1	$ 60.00	$ 60.00	1	$ 50.00	$ 50.00
295/75R22.5	$ 85.00	1	$ 95.00	$ 95.00	1	$ 50.00	$ 50.00	1	$ 50.00	$ 50.00
315/80R22.5	$ 75.00	2	$ 95.00	$ 190.00	2	$ 70.00	$ 140.00	2	$ 90.00	$ 180.00
12.9 Solid Rubber Tire Filling Service: Price Per Pound	$ 2.35	4700	$ 5.00	$ 23,500.00	4700	$ 2.25	$ 10,575.00	4700	$ 1.85	$ 8,695.00
12.10 Tire Disposal Service										
11R22.5	$ 12.50	18	$ 18.00	$ 324.00	18	$ 10.00	$ 180.00	18	$ 8.00	$ 144.00
12R22.5	$ 12.50	5	$ 18.00	$ 90.00	5	$ 10.00	$ 50.00	5	$ 8.00	$ 40.00
295/75R22.5	$ 12.50	1	$ 17.00	$ 17.00	1	$ 10.00	$ 10.00	1	$ 8.00	$ 8.00
315/80R22.5	$ 12.50	2	$ 22.00	$ 44.00	2	$ 10.00	$ 20.00	2	$ 8.00	$ 16.00
385/65R22.5	$ 12.50	2	$ 29.00	$ 58.00	2	$ 10.00	$ 20.00	2	$ 8.00	$ 16.00
425/65R22.5	$ 12.50	1	$ 32.00	$ 32.00	1	$ 10.00	$ 10.00	1	$ 8.00	$ 8.00
445/65R22.5	$ 12.50	1	$ 40.00	$ 40.00	1	$ 10.00	$ 10.00	1	$ 8.00	$ 8.00
AG/Off Road: Price per Cross Section	$ 5.50	10	$ 7.00	$ 70.00	10	$ 5.50	$ 55.00	10	$ 45.00	$ 450.00
			Avg Month	$ 37,603.00		Avg Month	$ 26,792.25		Avg Month	$ 27,313.50
			Avg Annual	$ 474,736.00		Avg Annual	$ 332,082.00		Avg Annual	$ 336,457.00

LETTER OF AGREEMENT - MATERIALS

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **Overvides Tire Service, LLC** ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the agreed upon unit price (the "Project") as **submitted within Bid No. 26-04 Fleet Tire Services.**

Description	Unit Cost
Normal Hours 0700-1700	$75.00
After Hours: 1700-0700	$75.00
Holidays: Those observed by the City of Killeen	$75.00
Outside of Killeen City limits	$75.00
Weekly Fleet Evaluation	$75.00
Monthly Fleet Evaluation	$75.00
15"-19.5"	$22.50
22.5"-24.5"	$35.00
Ag/Off-Road: Price per cross section	$3.50
24/25 O Ring	$15.00
15"-19.5"	$22.50
22.5"-24.5"	$35.00
Ag/Off-Road: Price per cross section	$4.00
Valve Stems - Ag/Truck/Bus	$6.00
Valve Stems - Off Road	$22.50
Reconditioning	$50.00
11R22.5	$195.00
12R22.5	$205.00
295/75R22.5	$190.00
315/80R22.5	$250.00
11R22.5	$170.00
12R22.5	$175.00
295/75R22.5	$170.00
315/80R22.5	$215.00
Repair	$20.00

11R22.5	$60.00
12R22.5	$60.00
295/75R22.5	$50.00
315/80R22.5	$70.00
Solid Rubber Tire Filling	$2.25
11R22.5	$10.00
12R22.5	$10.00
295/75R22.5	$10.00
315/80R22.5	$10.00
385/65R22.5	$10.00
425/65R22.5	$10.00
445/65R22.5	$10.00
AG/Off Road: Price per Cross Section	$5.50

The quantities listed in **Bid No. 26-04 Fleet Tire Services**, are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall be in effect for **one (1) year** upon execution of agreement.

The City may request up to an additional **sixty (60) days** Service Period past the initial or any renewal term to advertise and award a new contract for services / items, without any pricing adjustments.

It is agreed that the contract will automatically renew **two (2) times**, for **one (1) year renewal terms**, unless the City or Contractor serves written notice 60 days before the contract termination, or sixty (60) days before the end of any renewal term. The City will notify Contractor that the contract will not be renewed if funding is unavailable or if the contractor's past performance is not within industry standards. Notwithstanding anything to the contrary, this contract shall **not exceed a total of three (3) years**.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Price Escalation Clause. Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing **no later than 90 days before** the end of **each twelve (12) months** of the contract. If the contractor fails to give timely notice, the price may not be increased. Escalation may only occur after the initial twelve (12) months of the contract or after extension. Nevertheless, any request for an increase shall not be applied automatically but shall only apply upon written approval by the City which may only be withheld without just cause, including but not limited to, insufficient funding. Requests for price increases must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Tariff Clause. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that directly affect the cost of goods or services provided under this contract, the following provisions shall apply:

- Notification Requirement: The Contractor shall notify the Procuring Entity in writing within 10 business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed.
  - The effective date of the change.
  - The impact on the cost of the goods or services provided.
  - Supporting documentation, such as official notices or tariff schedules.
- Adjustment Mechanism: Upon receipt of the notification and supporting documentation, the Procuring Entity and the Contractor shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to both parties.
- Maximum Increase Limit: Any price adjustment due to tariff changes *shall not exceed 10%* of the original contract price.
- Limitations: Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- Response Timeline: A response to the request for adjustment will be prepared by the Procuring Entity within 10 business days of receipt of the request.
- Finality of Determinations: All determinations made by the city regarding tariff-related adjustments are final.

Most-Favored Nation. If during any term of this Agreement, should Contractor enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, Contractor agrees to modify this contract to include such more favorable rates.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby [permits/does not permit] other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from

and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City Contractor

Kent Cagle City Manager	Date

Gonzalo Oyervides [Title] Owner	9-26-25 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1369307

Date Filed:
09/26/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

OYERVIDES TIRE SERVICE LLC
mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Killen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-04 Fleet tire services
Mobile tire repair and tires

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Gonzalo Oyervides, and my date of birth is 12-05-1985.

My address is 2705 Rush dr, Mission (city), Tx (state), 78573 (zip code), Hidalgo (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 26 day of September (month) 2025 (year).

Gonzalo Oyervides
Signature of authorized agent of contracting business entity
(Declarant)

FLEET TIRE SERVICES

RS-25-164

October 21, 2025

Background

- Tire services are primarily for heavy trucks and off-road equipment
- Includes delivery, installation, repair, retreading, and disposal
  - Annual tire service costs:
    - Last four-year average - $370,047/yr.
    - FY 2025 - $342,902
    - FY 2026 (estimated) - $382,000

Bid Process

- Bid #26-04 was advertised in August 2025
- Four bids were received, and Oyervides Tire Service LLC submitted the most advantageous bid
  - Lowest aggregate pricing
  - Extended tire warranty
  - Demonstrated exemplary performance with other municipalities
- Three-year contract: agreement term is six months with the option to renew for five additional six-month periods

Recommendation

City Council authorize award of Bid #26-04, Tire Services to Oyervides Tire Service LLC in an amount of $382,000 for FY 2026 and authorize the City Manager or his designee to execute any and all change orders within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-25-165

Consider a memorandum/resolution authorizing the award of Bid No. 26-03, Water and Sewer Materials to multiple vendors, for Fiscal Year 2026, in an amount not to exceed $990,570.00.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Assistant City Manager**

SUBJECT: **Authorize the award of Bid No. 26-03, Water and Sewer Materials**

BACKGROUND AND FINDINGS:

The Water and Sewer Division utilizes various materials throughout the year to operate and maintain the water distribution system and sewer collection system. These items are procured through the bid process on an annual basis.

On Wednesday, August 27, 2025, bids were opened and read aloud for Bid No. 26-03, Water and Sewer Materials based on twelve-month quantities of these material items. Water and Sewer, along with Purchasing, evaluated each bid's conformance with the bid information and instructions.

Six (6) bidders were selected where partial bids were submitted on the specified supply items and met all bid requirements. Staff recommends that these items be awarded to the selected bidders, ACT Pipe & Supply, Inc, APSCO Supply, Ferguson Waterworks, Fortiline, Inc., Pioneer Supply, LLC, and Thirkettle Corporation dba Aqua-Metric Sales Company.

Bidders were selected based on the lowest bid for each individual material item, which allows the Water and Sewer Division the ability to purchase items at a unit cost with each selected vendor.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The total expenditures for Fiscal Year 26 will be $990,570.

Is this a one-time or recurring revenue/expenditure?

This will be a recurring expenditure. However, the purchases will occur on an individual basis under the terms of the contracts as materials are needed.

Is this revenue/expenditure budgeted?

Yes, the supply items are budgeted within the following accounts: 550-52100-400-404-000000; 550-53415-400-404-000000, 550-53410-400-404-000000; 550-53405-400-404-000000; 550-53400-400-404-000000; 550-56405-400-404-000000; 550-56400-400-404-000000; 550-56410-400-404-000000; 550-52100-400-405-000000, 550-53415-400-405-000000; 350-56201-900-400-921011.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

City Council authorize the award of Bid No. 26-03, Water & Sewer Materials to chosen vendors per line item and authorize the City Manager, or designee, to execute contracts with the selected vendors in an amount of $990,570 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

Public Works
Legal
Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Agreements
Certificate of Interested Parties
Presentation

Material bid 26-03				ACT PIPE & SUPPLY, INC			APSCO Supply, Inc			Core & Main			Ferguson Waterworks			Fortiline, Inc.			Pioneer Supply LLC			Thirkettle Corporation		
Item	Description	Est Quantity	Unit of Measure	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total
Fire Hydrants, Extensions, Traffic Kits, & Tubing																								
1	¾" Endopure Poly Tubing/300' Rolls(Blue SDR 9, 250 psi)	600	Ft.	$.49	0.%	$294.00	$.46	0.%	$276.00	No Bid		No Bid	$.30	0.%	$180.00	$.34	0.%	$204.00	$39.00	0.%	$23,400.00	No Bid		$0.00
2	1" Endopure Poly Tubing/300' Rolls(Blue SDR 9, 250 psi)	600	Ft.	$.77	0.%	$462.00	$.77	0.%	$462.00	No Bid		No Bid	$.45	0.%	$270.00	$.54	0.%	$324.00	$56.00	0.%	$33,600.00	No Bid		$0.00
3	4" C900 (DR 18) water pipe	80	Ft.	$6.48	0.%	$518.40	$5.18	0.%	$414.40	No Bid		No Bid	$4.85	0.%	$388.00	$5.96	0.%	$476.80	$4.70	0.%	$376.00	No Bid		$0.00
4	6" C900 (DR 18) water pipe	250	Ft.	$13.19	0.%	$3,297.50	$10.55	0.%	$2,637.50	No Bid		No Bid	$9.88	0.%	$2,470.00	$12.12	0.%	$3,030.00	$9.48	0.%	$2,370.00	No Bid		$0.00
5	8" C-900 (DR 18) water pipe	150	Ft.	$22.64	0.%	$3,396.00	$18.11	0.%	$2,716.50	No Bid		No Bid	$11.60	0.%	$1,740.00	$20.82	0.%	$3,123.00	$16.28	0.%	$2,442.00	No Bid		$0.00
6	10" C-900 (DR 18) water pipe	80	Ft.	$33.96	0.%	$2,716.80	$27.17	0.%	$2,173.60	No Bid		No Bid	$25.44	0.%	$2,035.20	$31.24	0.%	$2,499.20	$26.01	0.%	$2,080.80	No Bid		$0.00
7	12" C-900 (dr 18) water pipe	125	Ft.	$47.84	0.%	$5,980.00	$38.27	0.%	$4,783.75	No Bid		No Bid	$35.84	0.%	$4,480.00	$44.01	0.%	$5,501.25	$35.25	0.%	$4,406.25	No Bid		$0.00
8	4" SDR 35 Sewer pipe	1500	Ft.	$2.56	0.%	$3,840.00	$2.05	0.%	$3,075.00	No Bid		No Bid	$1.93	0.%	$2,895.00	$2.38	0.%	$3,570.00	$2.01	0.%	$3,015.00	No Bid		$0.00
9	6" SDR 26 Sewer Pipe	250	Ft.	$7.85	0.%	$1,962.50	$4.72	0.%	$1,180.00	No Bid		No Bid	$5.88	0.%	$1,470.00	$7.22	0.%	$1,805.00	$5.79	0.%	$1,447.50	No Bid		$0.00
10	8" SDR 26 Sewer Pipe	250	Ft.	$14.20	0.%	$3,550.00	$8.57	0.%	$2,142.50	No Bid		No Bid	$10.63	0.%	$2,657.50	$13.05	0.%	$3,262.50	$11.03	0.%	$2,757.50	No Bid		$0.00
11	3' Fire Hydrant : Mueller	2	Ea.	$2,664.45	0.%	$5,328.90	**$2,929.96**	0.%	$5,859.92	#######	0.%	$5,052.60	$2,657.87	0.%	$5,315.74	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
12	3' Fire Hydrant : Clow	2	Ea.	$2,664.45	0.%	$5,328.90	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
13	3 ½' Fire Hydrant : Mueller	2	Ea.	$2,731.91	0.%	$5,463.82	$3,000.04	0.%	$6,000.08	#######	0.%	$5,173.46	$2,721.45	0.%	$5,442.90	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
14	3 ½' Fire Hydrant : Clow	2	Ea.	$2,731.91	0.%	$5,463.82	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
15	4' Fire Hydrant : Mueller	2	Ea.	$2,794.91	0.%	$5,589.82	$3,070.36	0.%	$6,140.72	#######	0.%	$5,294.74	$2,785.25	0.%	$5,570.50	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
16	4' Fire Hydrant : Clow	2	Ea.	$2,794.91	0.%	$5,589.82	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
17	4 ½' Fire Hydrant : Mueller	2	Ea.	$2,589.18	0.%	$5,178.36	$3,140.36	0.%	$6,280.72	#######	0.%	$5,415.44	$2,848.73	0.%	$5,697.46	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
18	4 ½' Fire Hydrant : Clow	2	Ea.	$2,589.18	0.%	$5,178.36	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
19	5' Fire Hydrant :Mueller	2	Ea.	$2,924.09	0.%	$5,848.18	$3,280.56	0.%	$6,561.12	#######	0.%	$5,537.40	$2,912.37	0.%	$5,824.74	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
20	5' Fire Hydrant : Clow	2	Ea.	$2,924.09	0.%	$5,848.18	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
21	5 ½' Fire Hydrant : Mueller	2	Ea.	$2,989.00	0.%	$5,978.00	$3,280.56	0.%	$6,561.12	#######	-1.%	$5,712.56	$2,975.91	0.%	$5,951.82	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
22	5 ½' Fire Hydrant : Clow	2	Ea.	$2,989.00	0.%	$5,978.00	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
23	6' Fire Hydrant : Mueller	2	Ea.	$3,053.91	0.%	$6,107.82	$3,350.52	0.%	$6,701.04	#######	0.%	$5,777.84	$3,039.38	0.%	$6,078.76	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
24	6' Fire Hydrant : Clow	2	Ea.	$3,053.91	0.%	$6,107.82	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
25	7' Fire Hydrant :Mueller	2	Ea.	$3,183.73	0.%	$6,367.46	$3,490.70	0.%	$6,981.40	#######	0.%	$6,019.60	$3,166.55	0.%	$6,333.10	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00

Material bid 26-03				ACT PIPE & SUPPLY, INC			APSCO Supply, Inc			Core & Main			Ferguson Waterworks			Fortiline, Inc.			Pioneer Supply LLC			Thirkettle Corporation		
Item	Description	Est Quantity	Unit of Measure	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total
26	7’ Fire Hydrant : Clow	2	Ea.	$3,183.73	0.%	$6,367.46	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
27	6” Mueller Hydrant Extension Kit	12	Ea.	$373.44	0.%	$4,481.28	$387.50	0.%	$4,650.00	$387.50	0.%	$4,650.00	$400.00	0.%	$4,800.00	$423.31	0.%	$5,079.72	$427.92	0.%	$5,135.04	No Bid		$0.00
28	12" Mueller Hydrant Extension Kit	10	Ea.	$439.77	0.%	$4,397.70	$448.95	0.%	$4,489.50	$448.96	0.%	$4,489.60	$463.44	0.%	$4,634.40	$498.49	0.%	$4,984.90	$503.92	0.%	$5,039.20	No Bid		$0.00
29	6” Clow Hydrant Extension Kit	7	Ea.	$349.35	0.%	$2,445.45	$442.97	0.%	$3,100.79	No Bid		No Bid	$423.31	0.%	$2,963.17	$423.31	0.%	$2,963.17	$427.92	0.%	$2,995.44	No Bid		$0.00
30	12” Clow Hydrant Extension Kit	10	Ea.	$411.40	0.%	$4,114.00	$515.11	0.%	$5,151.10	No Bid		No Bid	$498.49	0.%	$4,984.90	$498.49	0.%	$4,984.90	$503.92	0.%	$5,039.20	No Bid		$0.00
31	6” M&H Hydrant Extension Kit	5	Ea.	$323.72	0.%	$1,618.60	$391.80	0.%	$1,959.00	No Bid		No Bid	$379.16	0.%	$1,895.80	$379.16	0.%	$1,895.80	$383.29	0.%	$1,916.45	No Bid		$0.00
32	12” M&H Hydrant Extension Kit	5	Ea.	$369.07	0.%	$1,845.35	$446.71	0.%	$2,233.55	No Bid		No Bid	$432.30	0.%	$2,161.50	$432.30	0.%	$2,161.50	$437.00	0.%	$2,185.00	No Bid		$0.00
33	6” American- Darling Hydrant Extension Kit	5	Ea.	$239.83	0.%	$1,199.15	$316.66	0.%	$1,583.30	No Bid		No Bid	$306.45	0.%	$1,532.25	$306.45	0.%	$1,532.25	$309.79	0.%	$1,548.95	No Bid		$0.00
34	12” American-Darling Hydrant Extension Kit	4	Ea.	$278.84	0.%	$1,115.36	$368.18	0.%	$1,472.72	No Bid		No Bid	$356.30	0.%	$1,425.20	$356.30	0.%	$1,425.20	$360.18	0.%	$1,440.72	No Bid		$0.00
35	2" valve Box Riser	12	Ea.	$32.17	0.%	$386.04	$22.98	0.%	$275.76	No Bid		No Bid	$21.53	0.%	$258.36	$26.01	0.%	$312.12	$28.45	0.%	$341.40	No Bid		$0.00
36	4" Valve Box Riser	10	Ea.	$47.18	0.%	$471.80	$36.56	0.%	$365.60	No Bid		No Bid	$34.55	0.%	$345.50	$35.64	0.%	$356.40	$36.55	0.%	$365.50	No Bid		$0.00
37	6" Valve Box Riser	8	Ea.	$64.34	0.%	$514.72	$52.22	0.%	$417.76	No Bid		No Bid	$49.35	0.%	$394.80	$45.22	0.%	$361.76	$52.22	0.%	$417.76	No Bid		$0.00
38	Clow Traffic Safety Flange Repair Kit	10	Ea.	$181.33	0.%	$1,813.30	$192.00	0.%	$1,920.00	No Bid		No Bid	$185.81	0.%	$1,858.10	$185.80	0.%	$1,858.00	$187.83	0.%	$1,878.30	No Bid		$0.00
39	Mueller Traffic Safety Flange Repair Kit	10	Ea.	$187.00	0.%	$1,870.00	$192.00	0.%	$1,920.00	$208.33	0.%	$2,083.30	$215.05	0.%	$2,150.50	$185.80	0.%	$1,858.00	$187.83	0.%	$1,878.30	No Bid		$0.00
40	M&H Traffic Safety Flange Repair Kit	10	Ea.	$131.00	0.%	$1,310.00	$205.33	0.%	$2,053.30	No Bid		No Bid	$198.71	0.%	$1,987.10	$198.71	0.%	$1,987.10	$200.87	0.%	$2,008.70	No Bid		$0.00
41	American-Darling Traffic Safety Repair Kit	10	Ea.	$160.56	0.%	$1,605.60	$170.00	0.%	$1,700.00	No Bid		No Bid	$204.73	0.%	$2,047.30	$164.52	0.%	$1,645.20	$166.31	0.%	$1,663.10	No Bid		$0.00
42	2" Flush Hydrant (K77 Mainguard Post Hydrant)	4	Ea.	$941.86	0.%	$3,767.44	No Bid		$0.00	No Bid		No Bid	$1,525.45	0.%	$6,101.80	$1,576.30	0.%	$6,305.20	$816.15	0.%	$3,264.60	No Bid		$0.00
	Meter, Meter Boxes, Small Meter Box Lid (Lid Only)																							
43	5/8"X3/4" polymer composite static meter with TRPL connector	6000	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	$178.38	0.%	$1,070,280.00	No Bid		$0.00	No Bid		$0.00	$114.23	0.%	$685,380.00
44	5/8"X3/4" high copper alloy static meter with TRPL connector	6000	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
45	1" polymer composite static meter with TRPL connector	100	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	$187.13	0.%	$18,713.00
46	1" high copper alloy static meter with TRPL connector	100	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00	No Bid		$0.00
47	1-1/2" X 13" Ultrasonic Meter w/Flange Ends with TRPL connector	5	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	$721.35	0.%	$3,606.75	No Bid		$0.00	No Bid		$0.00	########	0.%	$7,646.10
48	2" X 17" Ultrasonic Meter w/Flange Ends with TRPL connector	8	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	$914.85	0.%	$7,318.80	No Bid		$0.00	No Bid		$0.00	########	0.%	$13,015.68
49	3" X 17" Ultrasonic Meter w/Flange Ends with TRPL connector	5	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	$1,418.85	0.%	$7,094.25	No Bid		$0.00	No Bid		$0.00	########	0.%	$11,352.60
50	2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	50	Ea.	$6.95	0.%	$347.50	$6.00	0.%	$300.00	No Bid		No Bid	$5.93	0.%	$296.50	No Bid		$0.00	$3.30	0.%	$165.00	No Bid		$0.00

Material bid 26-03				ACT PIPE & SUPPLY, INC			APSCO Supply, Inc			Core & Main			Ferguson Waterworks			Fortiline, Inc.			Pioneer Supply LLC			Thirkettle Corporation		
Item	Description	Est Quantity	Unit of Measure	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total
51	2" Brass Meter Flange	12	Ea.	$46.26	0.%	$555.12	$80.95	0.%	$971.40	No Bid		No Bid	$48.33	0.%	$579.96	$37.32	0.%	$447.84	$41.62	0.%	$499.44	No Bid		$0.00
52	1-1/2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	25	Ea.	$2.84	0.%	$71.00	$6.00	0.%	$150.00	No Bid		No Bid	$5.77	0.%	$144.25	No Bid		$0.00	$3.50	0.%	$87.50	No Bid		$0.00
53	1-1/2" Brass Meter Flange	12	Ea.	$35.96	0.%	$431.52	$62.56	0.%	$750.72	No Bid		No Bid	$41.92	0.%	$503.04	$34.54	0.%	$414.48	$34.98	0.%	$419.76	No Bid		$0.00
54	3/4" x 1/8" Meter Gaskets	1500	Ea.	$.13	0.%	$195.00	$.16	0.%	$240.00	No Bid		No Bid	$.08	0.%	$120.00	$.11	0.%	$165.00	$.38	0.%	$570.00	No Bid		$0.00
55	DFW 1300-12-1T 63D plastic, rectangular, black box with black	500	Ea.	$28.48	0.%	$14,240.00	$21.96	0.%	$10,980.00	No Bid		No Bid	$22.15	0.%	$11,075.00	$21.96	0.%	$10,980.00	$24.63	0.%	$12,315.00	No Bid		$0.00
56	1T 63D-Lid black plastic With resessed hole for AMI antenna.	100	Ea.	$11.55	0.%	$1,155.00	$8.35	0.%	$835.00	No Bid		No Bid	$8.44	0.%	$844.00	$10.00	0.%	$1,000.00	$9.24	0.%	$924.00	No Bid		$0.00
57	DFW1730wbc -18-1KF 63D rectangular with black plastic lid	5	Ea.	$372.05	0.%	$1,860.25	$296.21	0.%	$1,481.05	No Bid		No Bid	$267.60	0.%	$1,338.00	$276.52	0.%	$1,382.60	$294.00	0.%	$1,470.00	No Bid		$0.00
58	DFW1600.12.1T 63D rectangular with black plastic lid With resessed	5	Ea.	$47.17	0.%	$235.85	$37.98	0.%	$189.90	No Bid		No Bid	$36.76	0.%	$183.80	$37.98	0.%	$189.90	$40.20	0.%	$201.00	No Bid		$0.00
59	¾" x 12 Ford Meter Resetter	5	Ea.	$145.90	0.%	$729.50	No Bid		$0.00	$113.71	0.%	$568.55	$146.27	0.%	$731.35	$116.10	0.%	$580.50	$123.93	0.%	$619.65	No Bid		$0.00
60	¾" x 9 Ford Meter Resetter	5	Ea.	$140.95	0.%	$704.75	No Bid		$0.00	$109.86	0.%	$549.30	$139.78	0.%	$698.90	$112.17	0.%	$560.85	$118.00	0.%	$590.00	No Bid		$0.00
61	¾" x 7½ Ford Meter Resetter	9	Ea.	$139.22	0.%	$1,252.98	No Bid		$0.00	$108.51	0.%	$976.59	$130.26	0.%	$1,172.34	$110.79	0.%	$997.11	$116.94	0.%	$1,052.46	No Bid		$0.00
	Brass Saddles & Fittings																							
62	6" x ¾" C-900 Hinged Tapping Saddle with cc Thread	25	Ea.	$67.15	0.%	$1,678.75	$82.73	0.%	$2,068.25	$55.57	0.%	$1,389.25	$82.48	0.%	$2,062.00	$56.73	0.%	$1,418.25	$57.00	0.%	$1,425.00	No Bid		$0.00
63	6" x 1" C-900 Hinged Tapping Saddle with cc Thread	25	Ea.	$67.15	0.%	$1,678.75	$82.73	0.%	$2,068.25	$55.58	0.%	$1,389.50	$82.48	0.%	$2,062.00	$56.73	0.%	$1,418.25	$57.00	0.%	$1,425.00	No Bid		$0.00
64	8" x ¾" C-900Hinged Tapping Saddle with cc Thread	10	Ea.	$93.99	0.%	$939.90	$116.66	0.%	$1,166.60	$77.77	0.%	$777.70	$115.41	0.%	$1,154.10	$79.41	0.%	$794.10	$80.25	0.%	$802.50	No Bid		$0.00
65	8" x 1" C-900 Hinged Tapping Saddle with cc Thread	10	Ea.	$93.99	0.%	$939.90	$116.66	0.%	$1,166.60	$77.78	0.%	$777.80	$115.41	0.%	$1,154.10	$79.41	0.%	$794.10	$80.25	0.%	$802.50	No Bid		$0.00
66	2" x 1" Tapping Saddle (2.90 o.d.) cc thread	2	Ea.	$38.46	0.%	$76.92	$36.00	0.%	$72.00	$29.98	0.%	$59.96	$35.61	0.%	$71.22	$30.61	0.%	$61.22	$25.50	0.%	$51.00	No Bid		$0.00
67	6" x 2" Tapping Saddle (6.63 o.d.) cc thread	2	Ea.	$126.70	0.%	$253.40	$157.33	0.%	$314.66	$104.85	0.%	$209.70	$153.98	0.%	$307.96	$107.05	0.%	$214.10	$108.50	0.%	$217.00	No Bid		$0.00
68	8" x 2" Tapping Saddle cc thread	2	Ea.	$144.66	0.%	$289.32	$162.16	0.%	$324.32	$108.10	0.%	$216.20	$160.41	0.%	$320.82	$107.05	0.%	$214.10	$111.60	0.%	$223.20	No Bid		$0.00
69	nut compression by Meter Nut w/Lock Wing	150	Ea.	$64.87	0.%	$9,730.50	$61.37	0.%	$9,205.50	$48.22	0.%	$7,233.00	$49.11	0.%	$7,366.50	$48.11	0.%	$7,216.50	$48.10	0.%	$7,215.00	No Bid		$0.00
70	¾" x 5/8" x 2 ½" Meter Coupling	375	Ea.	$15.10	0.%	$5,662.50	$12.41	0.%	$4,653.75	$10.33	0.%	$3,873.75	$9.94	0.%	$3,727.50	$10.55	0.%	$3,956.25	$9.67	0.%	$3,626.25	No Bid		$0.00
71	¾" x ¾" x 1" Tee (Q-nut compression)	50	Ea.	$68.76	0.%	$3,438.00	$61.14	0.%	$3,057.00	$49.93	0.%	$2,496.50	$48.94	0.%	$2,447.00	$50.97	0.%	$2,548.50	$52.65	0.%	$2,632.50	No Bid		$0.00
72	¾" Corp. stop (ball valve) Q-nut by cc Thread Male	50	Ea.	$70.68	0.%	$3,534.00	$64.55	0.%	$3,227.50	$51.33	0.%	$2,566.50	$51.67	0.%	$2,583.50	$52.41	0.%	$2,620.50	$42.06	0.%	$2,103.00	No Bid		$0.00
73	1" Corp. Stop (ball valve) Q-nut by cc Thread Male	50	Ea.	$92.94	0.%	$4,647.00	$84.92	0.%	$4,246.00	$67.48	0.%	$3,374.00	$67.98	0.%	$3,399.00	$68.91	0.%	$3,445.50	$57.00	0.%	$2,850.00	No Bid		$0.00
74	2" Corp. Stop (ball valve) Q-nut by cc Thread Male	12	Ea.	$344.49	0.%	$4,133.88	$316.95	0.%	$3,803.40	$250.15	0.%	$3,001.80	$253.68	0.%	$3,044.16	$255.42	0.%	$3,065.04	$256.00	0.%	$3,072.00	No Bid		$0.00
75	2" Angle Stop (ball valve) Q-nut by 2" Meter Flange w/Lock Wing	12	Ea.	$487.16	0.%	$5,845.92	$417.88	0.%	$5,014.56	$353.75	0.%	$4,245.00	$334.47	0.%	$4,013.64	$361.20	0.%	$4,334.40	$357.00	0.%	$4,284.00	No Bid		$0.00

Material bid 26-03				ACT PIPE & SUPPLY, INC			APSCO Supply, Inc			Core & Main			Ferguson Waterworks			Fortiline, Inc.			Pioneer Supply LLC			Thirkettle Corporation		
Item	Description	Est Quantity	Unit of Measure	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total
76	Compression by 1" Meter Nut w/Lock Wing	7	Ea.	$166.34	0.%	$1,164.38	$157.21	0.%	$1,100.47	$121.90	0.%	$853.30	$124.49	0.%	$871.43	$98.89	0.%	$692.23	$110.00	0.%	$770.00	No Bid		$0.00
77	1 ½" Corp. Stop (ball valve) Q-nut by cc Thread Male	5	Ea.	$208.28	0.%	$1,041.40	$191.65	0.%	$958.25	$151.25	0.%	$756.25	$153.40	0.%	$767.00	$154.43	0.%	$772.15	$160.71	0.%	$803.55	No Bid		$0.00
78	1 ½" Angle Stop (ball valve) Q-nut by 1 ½" Meter Flange w/Lock Wing	5	Ea.	$383.77	0.%	$1,918.85	$327.84	0.%	$1,639.20	$278.68	0.%	$1,393.40	$262.41	0.%	$1,312.05	$255.42	0.%	$1,277.10	$286.00	0.%	$1,430.00	No Bid		$0.00
79	¾" Stainless Steel Inserts	375	Ea.	$2.52	0.%	$945.00	$1.89	0.%	$708.75	$1.52	0.%	$570.00	$2.07	0.%	$776.25	$1.56	0.%	$585.00	$1.47	0.%	$551.25	No Bid		$0.00
80	1" Stainless Steel Inserts	375	Ea.	$2.67	0.%	$1,001.25	$1.90	0.%	$712.50	$1.60	0.%	$600.00	$2.22	0.%	$832.50	$1.65	0.%	$618.75	$1.55	0.%	$581.25	No Bid		$0.00
81	2" x 2" Tees (MJ)	5	Ea.	$115.24	0.%	$576.20	$97.31	0.%	$486.55	No Bid		No Bid	$291.38	0.%	$1,456.90	$94.17	0.%	$470.85	$96.55	0.%	$482.75	No Bid		$0.00
82	¾" 3 Part Union Q-nut Compression Ends	50	Ea.	$64.54	0.%	$3,227.00	$24.94	0.%	$1,247.00	$19.37	0.%	$968.50	$19.97	0.%	$998.50	$19.77	0.%	$988.50	$20.75	0.%	$1,037.50	No Bid		$0.00
83	1" 3 Part Union Q-nut Compression Ends	50	Ea.	$69.07	0.%	$3,453.50	$27.22	0.%	$1,361.00	$22.15	0.%	$1,107.50	$21.78	0.%	$1,089.00	$22.62	0.%	$1,131.00	$23.75	0.%	$1,187.50	No Bid		$0.00
84	¾" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing	50	Ea.	$63.68	0.%	$3,184.00	$60.12	0.%	$3,006.00	$47.35	0.%	$2,367.50	$48.12	0.%	$2,406.00	$47.22	0.%	$2,361.00	$49.50	0.%	$2,475.00	No Bid		$0.00
85	¾" 90 compression Q or G-nut ends	12	Ea.	$34.47	0.%	$413.64	No Bid		$0.00	$25.03	0.%	$300.36	$28.12	0.%	$337.44	$25.55	0.%	$306.60	$26.75	0.%	$321.00	No Bid		$0.00
86	1" 90 compression Q or G-nut ends	8	Ea.	$44.27	0.%	$354.16	No Bid		$0.00	$32.14	0.%	$257.12	$36.11	0.%	$288.88	$32.82	0.%	$262.56	$34.62	0.%	$276.96	No Bid		$0.00
87	2" 3-part union Q or G-nut compression ends	15	Ea.	$375.84	0.%	$5,637.60	No Bid		$0.00	$100.07	0.%	$1,501.05	$92.20	0.%	$1,383.00	$102.18	0.%	$1,532.70	$107.70	0.%	$1,615.50	No Bid		$0.00
88	2" PVC X CTS(pack Joint) 3-Part union	5	Ea.	$554.86	0.%	$2,774.30	No Bid		$0.00	$119.05	0.%	$595.25	$131.43	0.%	$657.15	$154.35	0.%	$771.75	$125.00	0.%	$625.00	No Bid		$0.00
89	1" straight stop Q or G-nut compression ends	75	Ea.	$148.91	0.%	$11,168.25	No Bid		$0.00	$52.46	0.%	$3,934.50	$120.87	0.%	$9,065.25	$110.11	0.%	$8,258.25	$94.50	0.%	$7,087.50	No Bid		$0.00
90	¾" straight stop Q or G-nut compression ends	75	Ea.	$65.79	0.%	$4,934.25	No Bid		$0.00	$34.69	0.%	$2,601.75	$49.01	0.%	$3,675.75	$44.36	0.%	$3,327.00	$47.25	0.%	$3,543.75	No Bid		$0.00
	Clamps, Couplings, Tapping Sleeves, and Gate Valves																							
91	2" Hymax Repair Coupling	10	Ea.	$172.55	0.%	$1,725.50	$132.98	0.%	$1,329.80	$151.45	0.%	$1,514.50	$135.30	0.%	$1,353.00	$127.33	0.%	$1,273.30	$132.90	0.%	$1,329.00	No Bid		$0.00
92	3" Hymax Repair Coupling	12	Ea.	$227.63	0.%	$2,731.56	No Bid	0.%	No Bid	$199.79	0.%	$2,397.48	$178.67	0.%	$2,144.04	$167.98	0.%	$2,015.76	$171.60	0.%	$2,059.20	No Bid		$0.00
93	4" Hymax Repair Coupling	6	Ea.	$291.67	0.%	$1,750.02	No Bid	0.%	No Bid	$256.00	0.%	$1,536.00	$229.15	0.%	$1,374.90	$210.80	0.%	$1,264.80	$215.31	0.%	$1,291.86	No Bid		$0.00
94	6" Hymax Repair Coupling	25	Ea.	$386.28	0.%	$9,657.00	$290.68	0.%	$7,267.00	$339.05	0.%	$8,476.25	$302.13	0.%	$7,553.25	$278.32	0.%	$6,958.00	$281.22	0.%	$7,030.50	No Bid		$0.00
95	8" Hymax Repair Coupling	15	Ea.	$436.13	0.%	$6,541.95	$329.20	0.%	$4,938.00	$382.80	0.%	$5,742.00	$335.47	0.%	$5,032.05	$315.19	0.%	$4,727.85	$301.00	0.%	$4,515.00	No Bid		$0.00
96	10" Hymax Repair Coupling	5	Ea.	$561.05	0.%	$2,805.25	$418.54	0.%	$2,092.70	$492.45	0.%	$2,462.25	$431.09	0.%	$2,155.45	$401.05	0.%	$2,005.25	$406.00	0.%	$2,030.00	No Bid		$0.00
97	12" Hymax Repair Coupling	5	Ea.	$662.22	0.%	$3,311.10	$571.83	0.%	$2,859.15	$581.25	0.%	$2,906.25	$511.39	0.%	$2,556.95	$490.05	0.%	$2,450.25	$484.00	0.%	$2,420.00	No Bid		$0.00
98	6" Solid Sleeve Repair Coupling	10	Ea.	$147.51	0.%	$1,475.10	$127.18	0.%	$1,271.80	No Bid		No Bid	$93.79	0.%	$937.90	$96.04	0.%	$960.40	$103.00	0.%	$1,030.00	No Bid		$0.00
99	8" Solid Sleeve Repair Coupling	10	Ea.	$236.30	0.%	$2,363.00	$203.62	0.%	$2,036.20	No Bid		No Bid	$121.80	0.%	$1,218.00	$124.73	0.%	$1,247.30	$131.00	0.%	$1,310.00	No Bid		$0.00
100	10" Solid Sleeve Repair Coupling	5	Ea.	$282.84	0.%	$1,414.20	$243.72	0.%	$1,218.60	No Bid		No Bid	$218.63	0.%	$1,093.15	$223.89	0.%	$1,119.45	$181.00	0.%	$905.00	No Bid		$0.00

Material bid 26-03				ACT PIPE & SUPPLY, INC			APSCO Supply, Inc			Core & Main			Ferguson Waterworks			Fortiline, Inc.			Pioneer Supply LLC			Thirkettle Corporation		
Item	Description	Est Quantity	Unit of Measure	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total
101	12" Solid Sleeve Repair Coupling	5	Ea.	$380.94	0.%	$1,904.70	$328.26	0.%	$1,641.30	No Bid		No Bid	$245.43	0.%	$1,227.15	$251.33	0.%	$1,256.65	$213.00	0.%	$1,065.00	No Bid		$0.00
102	2”x 7.5” Full Circle Repair Clamp (2.35 - 2.63 o. d.)	10	Ea.	$61.59	0.%	$615.90	$80.71	0.%	$807.10	$74.89	0.%	$748.90	$78.11	0.%	$781.10	$47.80	0.%	$478.00	$61.05	0.%	$610.50	No Bid		$0.00
103	2”x12.5” Full Circle Repair Clamp (2.35 - 2.63 o. d.)	10	Ea.	$101.63	0.%	$1,016.30	$131.80	0.%	$1,318.00	$122.29	0.%	$1,222.90	$127.55	0.%	$1,275.50	$72.20	0.%	$722.00	$101.70	0.%	$1,017.00	No Bid		$0.00
104	4" x 12.5" Full Circle Repair Clamp up to 5.57 od	10	Ea.	$187.68	0.%	$1,876.80	No Bid		$0.00	No Bid		No Bid	$144.15	0.%	$1,441.50	$150.32	0.%	$1,503.20	$172.00	0.%	$1,720.00	No Bid		$0.00
105	6”x 7.5” Full Circle Repair Clamp (6.84 - 7.64 o. d.)	15	Ea.	$140.40	0.%	$2,106.00	$190.41	0.%	$2,856.15	$176.67	0.%	$2,650.05	$184.27	0.%	$2,764.05	$114.40	0.%	$1,716.00	$128.00	0.%	$1,920.00	No Bid		$0.00
106	6”x 12.5” Full Circle Repair Clamp (6.84 - 7.64 o.d.)	15	Ea.	$206.70	0.%	$3,100.50	$301.06	0.%	$4,515.90	$279.34	0.%	$4,190.10	$291.35	0.%	$4,370.25	$162.11	0.%	$2,431.65	$192.04	0.%	$2,880.60	No Bid		$0.00
107	8"x7.5" Full Circle Repair Clamp (8.99 - 9.79 o.d.)	4	Ea.	$158.42	0.%	$633.68	$213.17	0.%	$852.68	$197.79	0.%	$791.16	$206.30	0.%	$825.20	$120.00	0.%	$480.00	$141.00	0.%	$564.00	No Bid		$0.00
108	10"x7.5"Full Circle Repair Clamp (11.60 - 12.40 o.d.)	3	Ea.	$313.72	0.%	$941.16	$400.34	0.%	$1,201.02	No Bid		No Bid	$387.43	0.%	$1,162.29	$137.90	0.%	$413.70	$147.73	0.%	$443.19	No Bid		$0.00
109	12"x7.5" Full Circle Repair Clamp (14.00 - 14.40 o.d.)	2	Ea.	$166.62	0.%	$333.24	No Bid		$0.00	No Bid		No Bid	$407.90	0.%	$815.80	$124.18	0.%	$248.36	$163.00	0.%	$326.00	No Bid		$0.00
110	12" x 15" Full Circle Repair Clamp 12.75 - 13.55 OD	2	Ea.	$498.32	0.%	$996.64	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	$390.02	0.%	$780.04	No Bid		$0.00
111	12" x 15" Full Circle Repair Clamp 13.20 - 14.00 od	2	Ea.	$498.32	0.%	$996.64	No Bid		$0.00	No Bid		No Bid	No Bid		$0.00	No Bid		$0.00	$390.02	0.%	$780.04	No Bid		$0.00
112	6”x 7.5”x ¾” Full Circle Tap(6.84 - 7.64 o.d.) CC Thread	10	Ea.	$181.48	0.%	$1,814.80	$230.94	0.%	$2,309.40	$214.28	0.%	$2,142.80	$223.49	0.%	$2,234.90	$89.64	0.%	$896.40	$164.33	0.%	$1,643.30	No Bid		$0.00
113	6" x 7.5" x 1" Full Circle Tap 6.84 - 7.64 od, CC thread	10	Ea.	$181.48	0.%	$1,814.80	$230.94	0.%	$2,309.40	No Bid		No Bid	No Bid		$0.00	$89.64	0.%	$896.40	$164.33	0.%	$1,643.30	No Bid		$0.00
114	6”x 12.5”x ¾”Full Circle Tap(6.84 - 7.64 o.d.) CC thread	10	Ea.	$247.78	0.%	$2,477.80	$341.62	0.%	$3,416.20	$316.97	0.%	$3,169.70	$330.60	0.%	$3,306.00	$152.47	0.%	$1,524.70	$229.25	0.%	$2,292.50	No Bid		$0.00
115	2" MJ 90° Ductile Iron	10	Ea.	$95.39	0.%	$953.90	$80.55	0.%	$805.50	No Bid		No Bid	$76.13	0.%	$761.30	$77.96	0.%	$779.60	$77.00	0.%	$770.00	No Bid		$0.00
116	2" MJ Kit W/Gland	15	Ea.	$47.29	0.%	$709.35	$16.11	0.%	$241.65	No Bid		No Bid	$22.53	0.%	$337.95	No Bid		$0.00	$24.15	0.%	$362.25	No Bid		$0.00
117	6” MJ/MJ Gate Valve	7	Ea.	$832.31	0.%	$5,826.17	$873.71	0.%	$6,115.97	$785.11	0.%	$5,495.77	$802.83	0.%	$5,619.81	$744.09	0.%	$5,208.63	$835.00	0.%	$5,845.00	No Bid		$0.00
118	6” MJ/FLG Gate Valve	5	Ea.	$832.31	0.%	$4,161.55	$873.71	0.%	$4,368.55	$785.12	0.%	$3,925.60	$802.83	0.%	$4,014.15	$752.39	0.%	$3,761.95	$835.00	0.%	$4,175.00	No Bid		$0.00
119	8" MJ/MJ Gate Valve	2	Ea.	$1,325.60	0.%	$2,651.20	$1,362.55	0.%	$2,725.10	#######	0.%	$2,500.86	$1,278.65	0.%	$2,557.30	$1,198.09	0.%	$2,396.18	$1,314.32	0.%	$2,628.64	No Bid		$0.00
120	8" MJ/FLG Gate Valve	2	Ea.	$1,300.61	0.%	$2,601.22	$1,336.89	0.%	$2,673.78	#######	0.%	$2,453.72	$1,254.54	0.%	$2,509.08	$1,175.32	0.%	$2,350.64	$1,314.32	0.%	$2,628.64	No Bid		$0.00
121	6" MJ Kit W/Gland	12	Ea.	$69.77	0.%	$837.24	$27.06	0.%	$324.72	No Bid		No Bid	$36.04	0.%	$432.48	$64.52	0.%	$774.24	$41.82	0.%	$501.84	No Bid		$0.00
122	2" MJ Kit Less Gland	12	Ea.	$28.24	0.%	$338.88	$16.11	0.%	$193.32	No Bid		No Bid	No Bid		$0.00	$15.60	0.%	$187.20	$16.98	0.%	$203.76	No Bid		$0.00
123	6" MJ Kit Less Gland	12	Ea.	$32.05	0.%	$384.60	$27.06	0.%	$324.72	No Bid		No Bid	$22.70	0.%	$272.40	$26.20	0.%	$314.40	$27.06	0.%	$324.72	No Bid		$0.00
124	8" MJ Kit Less Gland	12	Ea.	$36.63	0.%	$439.56	$30.93	0.%	$371.16	No Bid		No Bid	$24.22	0.%	$290.64	$29.94	0.%	$359.28	$30.75	0.%	$369.00	No Bid		$0.00
125	10" MJ Kit Less Gland	5	Ea.	$48.08	0.%	$240.40	$40.60	0.%	$203.00	No Bid		No Bid	$30.70	0.%	$153.50	$39.30	0.%	$196.50	$42.00	0.%	$210.00	No Bid		$0.00
126	12" MJ Kit Less Gland	5	Ea.	$49.61	0.%	$248.05	$41.88	0.%	$209.40	No Bid		No Bid	$32.44	0.%	$162.20	$40.54	0.%	$202.70	$43.55	0.%	$217.75	No Bid		$0.00

Material bid 26-03				ACT PIPE & SUPPLY, INC			APSCO Supply, Inc			Core & Main			Ferguson Waterworks			Fortiline, Inc.			Pioneer Supply LLC			Thirkettle Corporation		
Item	Description	Est Quantity	Unit of Measure	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total	Unit Cost	Discount (%)	Total
127	12" MJ/MJ Gate Valve	2	Ea.	$2,615.34	0.%	$5,230.68	$2,688.25	0.%	$5,376.50	#######	0.%	$4,934.08	$2,522.70	0.%	$5,045.40	$2,363.96	0.%	$4,727.92	$2,648.83	0.%	$5,297.66	No Bid		$0.00
128	8" MJ Kit W/Gland	12	Ea.	$93.95	0.%	$1,127.40	$46.40	0.%	$556.80	No Bid		No Bid	$39.83	0.%	$477.96	$86.88	0.%	$1,042.56	$46.25	0.%	$555.00	No Bid		$0.00
129	10" MJ Kit W/Gland	5	Ea.	$163.72	0.%	$818.60	$66.37	0.%	$331.85	No Bid		No Bid	$51.20	0.%	$256.00	$158.71	0.%	$793.55	$67.15	0.%	$335.75	No Bid		$0.00
130	12" MJ Kit W/Gland	5	Ea.	$171.63	0.%	$858.15	$68.31	0.%	$341.55	No Bid		No Bid	$55.74	0.%	$278.70	$158.71	0.%	$793.55	$69.10	0.%	$345.50	No Bid		$0.00
131	6" Anchor Coupling (DI)	3	Ea.	No Bid		$0.00	No Bid		$0.00	No Bid		No Bid	$224.72	0.%	$674.16	No Bid		$0.00	$237.80	0.%	$713.40	No Bid		$0.00
132	6"x13" Hydrant Coupling	3	Ea.	$264.22	0.%	$792.66	$237.80	0.%	$713.40	No Bid		No Bid	$224.72	0.%	$674.16	$230.12	0.%	$690.36	$237.80	0.%	$713.40	No Bid		$0.00
133	Valve Box W/Lid 10"(box) 7¾"(lid)	10	Ea.	$43.97	0.%	$439.70	$52.00	0.%	$520.00	No Bid		No Bid	$54.06	0.%	$540.60	$67.87	0.%	$678.70	$68.00	0.%	$680.00	No Bid		$0.00
134	Valve Box Lid only (7¾")	8	Ea.	$17.16	0.%	$137.28	$13.00	0.%	$104.00	No Bid		No Bid	No Bid		$0.00	$14.02	0.%	$112.16	$18.62	0.%	$148.96	No Bid		$0.00
135	4" Clay to PVC Non Shear Coupling	10	Ea.	$43.33	0.%	$433.30	$6.20	0.%	$62.00	No Bid		No Bid	$32.98	0.%	$329.80	$27.61	0.%	$276.10	$49.83	0.%	$498.30	No Bid		$0.00
136	6" Clay to PVC Non Shear Coupling	10	Ea.	$73.49	0.%	$734.90	$13.25	0.%	$132.50	No Bid		No Bid	$56.17	0.%	$561.70	$46.84	0.%	$468.40	$83.51	0.%	$835.10	No Bid		$0.00
137	8" Clay to PVC Non Shear Coupling	10	Ea.	$83.59	0.%	$835.90	$21.96	0.%	$219.60	No Bid		No Bid	$64.98	0.%	$649.80	$53.28	0.%	$532.80	$94.98	0.%	$949.80	No Bid		$0.00
138	6" Anchor 90 MJ swivel x swivel (Tyler Union)	5	Ea.	$308.62	0.%	$1,543.10	$277.75	0.%	$1,388.75	No Bid		No Bid	$262.48	0.%	$1,312.40	$268.79	0.%	$1,343.95	$277.75	0.%	$1,388.75	No Bid		$0.00
139	6" MJ cross Ductile Iron	3	Ea.	$338.69	0.%	$1,016.07	$304.82	0.%	$914.46	No Bid		No Bid	$288.05	0.%	$864.15	$294.98	0.%	$884.94	$308.25	0.%	$924.75	No Bid		$0.00
140	6" MJ 90 ductile PIron	5	Ea.	$162.54	0.%	$812.70	$146.28	0.%	$731.40	No Bid		No Bid	$138.24	0.%	$691.20	$141.57	0.%	$707.85	$147.93	0.%	$739.65	No Bid		$0.00
	Total					**$345,694.90**			**$245,936.01**			**$165,978.49**			**$1,345,048.21**			**$201,855.08**			**$259,412.63**			**$736,107.38**
	TOTAL BID AMOUNT TO BE AWARDED TO EACH LOWEST BIDDER			verfied dollars TS/DL		$ 77,497.21	verfied dollars TS/DL		$ 5,728.52				verfied dollars TS/DL		$ 91,113.19	verfied dollars TS/DL		$ 70,807.02	verfied dollars TS/DL		$ 41,330.93	verfied dollars TS/DL		$704,093.00
	OVERALL BID AMOUNT TO BE AWARDED	**$990,569.87**																						
EVALUATION COMMENTS:																								
				Bidder is looking to cancel items 17, 18 and 52 since they submitted incorrect bid amounts for those items.			Item #11 was pulled over in the report as $292.96 instead of the bid amount of $2929.96. Item #31 was pulled as $391.00 instead of bid amount of $391.80. Item #59 was the same bid as another bidder. After discussion with the warehouse manager it was deemed to go with the other bidder due to issues with customer service and billing problems. Item #81 was pulled as $91.31 and bid amount is $97.31			Disqualified incomplete submission			Item #17 is being awarded to this vendor as next lowest bidder						item #52 is being awarded to this vendor as next lowest bidder.					

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and ACT Pipe & Supply, Inc ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:**

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
12	3' Fire Hydrant : Clow	2	Ea.	$2,664.45	$5,328.90
14	3 ½' Fire Hydrant : Clow	2	Ea.	$2,731.91	$5,463.82
16	4' Fire Hydrant : Clow	2	Ea.	$2,794.91	$5,589.82
20	5' Fire Hydrant : Clow	2	Ea.	$2,924.09	$5,848.18
22	5 ½' Fire Hydrant : Clow	2	Ea.	$2,989.00	$5,978.00
24	6' Fire Hydrant : Clow	2	Ea.	$3,053.91	$6,107.82
26	7' Fire Hydrant : Clow	2	Ea.	$3,183.73	$6,367.46
27	6" Mueller Hydrant Extension Kit	12	Ea.	$373.44	$4,481.28
28	12" Mueller Hydrant Extension Kit	10	Ea.	$439.77	$4,397.70
29	6" Clow Hydrant Extension Kit	7	Ea.	$349.35	$2,445.45
30	12" Clow Hydrant Extension Kit	10	Ea.	$411.40	$4,114.00
31	6" M&H Hydrant Extension Kit	5	Ea.	$323.72	$1,618.60
32	12" M&H Hydrant Extension Kit	5	Ea.	$369.07	$1,845.35
33	6" American- Darling Hydrant Extension Kit	5	Ea.	$239.83	$1,199.15
34	12" American-Darling Hydrant Extension Kit	4	Ea.	$278.84	$1,115.36
38	Clow Traffic Safety Flange Repair Kit	10	Ea.	$181.33	$1,813.30
40	M&H Traffic Safety Flange Repair Kit	10	Ea.	$131.00	$1,310.00
41	American-Darling Traffic Safety Repair Kit	10	Ea.	$160.56	$1,605.60
133	Valve Box W/Lid 10"(box) 7¾"(lid)	10	Ea.	$43.97	$439.70

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective _____ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby ☐ permits ☐ does not permit other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time

employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and APSCO Supply, Inc ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

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Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:**

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
9	6" SDR 26 Sewer Pipe	250	Ft.	$4.72	$1,180.00
10	8" SDR 26 Sewer Pipe	250	Ft.	$8.57	$2,142.50
56	Small meter box lid only. DFW1200-1T 63D-Lid black plastic With resessed hole for AMI antenna.	100	Ea.	$8.35	$835.00
81	2" x 2" Tees (MJ)	5	Ea.	$97.31	$486.55
116	2" MJ Kit W/Gland	15	Ea.	$16.11	$241.65
121	6" MJ Kit W/Gland	12	Ea.	$27.06	$324.72
134	Valve Box Lid only (7¾")	8	Ea.	$13.00	$104.00
135	4" Clay to PVC Non Shear Coupling	10	Ea.	$6.20	$62.00
136	6" Clay to PVC Non Shear Coupling	10	Ea.	$13.25	$132.50
137	8" Clay to PVC Non Shear Coupling	10	Ea.	$21.96	$219.60

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Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm

entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Ferguson Waterworks ("Contractor"); collectively, the "Parties".

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:**

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
1	¾" Endopure Poly Tubing/300' Rolls(Blue SDR 9, 250 psi)	600	Ft.	$.30	$180.00
2	1" Endopure Poly Tubing/300' Rolls(Blue SDR 9, 250 psi)	600	Ft.	$.45	$270.00
5	8" C-900 (DR 18) water pipe	150	Ft.	$11.60	$1,740.00
6	10" C-900 (DR 18) water pipe	80	Ft.	$25.44	$2,035.20
8	4" SDR 35 Sewer pipe	1500	Ft.	$1.93	$2,895.00
11	3' Fire Hydrant : Mueller	2	Ea.	$2,657.87	$5,315.74
13	3 ½' Fire Hydrant : Mueller	2	Ea.	$2,721.45	$5,442.90
15	4' Fire Hydrant : Mueller	2	Ea.	$2,785.25	$5,570.50
17	4 ½' Fire Hydrant : Mueller	2	Ea.	$2,848.73	5697.46
19	5' Fire Hydrant :Mueller	2	Ea.	$2,912.37	$5,824.74
21	5 ½' Fire Hydrant : Mueller	2	Ea.	$2,975.91	$5,951.82
23	6' Fire Hydrant : Mueller	2	Ea.	$3,039.38	$6,078.76
25	7' Fire Hydrant :Mueller	2	Ea.	$3,166.55	$6,333.10
35	2" valve Box Riser	12	Ea.	$21.53	$258.36
36	4" Valve Box Riser	10	Ea.	$34.55	$345.50
47	1-1/2" X 13" Ultrasonic Meter w/Flange Ends with TRPL connector	5	Ea.	$721.35	$3,606.75
48	2" X 17" Ultrasonic Meter w/Flange Ends with TRPL connector	8	Ea.	$914.85	$7,318.80
49	3" X 17" Ultrasonic Meter w/Flange Ends with TRPL connector	5	Ea.	$1,418.85	$7,094.25
54	3/4" x 1/8" Meter Gaskets	1500	Ea.	$.08	$120.00
57	1-1/2 - 2" Large Meter Box. DFW1730wbc - 18-1KF 63D rectangular with black plastic lid With resessed hole for AMI antenna.	5	Ea.	$267.60	$1,338.00
58	1" Medium Meter Box. DFW1600.12.1T 63D rectangular with black plastic lid With resessed hole for AMI antenna.	5	Ea.	$36.76	$183.80
71	¾" x ¾" x 1" Tee (Q-nut compression)	50	Ea.	$48.94	$2,447.00
74	2" Corp. Stop (ball valve) Q-nut by cc Thread Male	12	Ea.	$253.68	$3,044.16

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
75	2" Angle Stop (ball valve) Q-nut by 2" Meter Flange w/Lock Wing	12	Ea.	$334.47	$4,013.64
77	1½" Corp. Stop (ball valve) Q-nut by cc Thread Male	5	Ea.	$153.40	$767.00
83	Ends	50	Ea.	$21.78	$1,089.00
87	2" 3-part union Q or G-nut compression ends	15	Ea.	$92.20	$1,383.00
98	6" Solid Sleeve Repair Coupling	10	Ea.	$93.79	$937.90
99	8" Solid Sleeve Repair Coupling	10	Ea.	$121.80	$1,218.00
104	4" x 12.5" Full Circle Repair Clamp up to 5.57 od	10	Ea.	$144.15	$1,441.50
115	2" MJ 90° Ductile Iron	10	Ea.	$76.13	$761.30
123	6" MJ Kit Less Gland	12	Ea.	$22.70	$272.40
124	8" MJ Kit Less Gland	12	Ea.	$24.22	$290.64
125	10" MJ Kit Less Gland	5	Ea.	$30.70	$153.50
126	12" MJ Kit Less Gland	5	Ea.	$32.44	$162.20
128	8" MJ Kit W/Gland	12	Ea.	$39.83	$477.96
129	10" MJ Kit W/Gland	5	Ea.	$51.20	$256.00
130	12" MJ Kit W/Gland	5	Ea.	$55.74	$278.70
131	6" Anchor Coupling (DI)	3	Ea.	$224.72	$674.16
132	6"x13" Hydrant Coupling	3	Ea.	$224.72	$674.16
138	6" Anchor 90 MJ swivel x swivel (Tyler Union)	5	Ea.	$262.48	$1,312.40
139	6" MJ cross Ductile Iron	3	Ea.	$288.05	$864.15
140	6" MJ 90 ductile PIron	5	Ea.	$138.24	$691.20

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available as request.

Term of Agreement. This Agreement shall become effective _____ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby ☐ permits ☐ does not permit other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

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- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Fortiline, Inc. ("Contractor"); collectively, the "Parties".

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:**

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
37	6" Valve Box Riser	8	Ea.	$45.22	$361.76
39	Mueller Traffic Safety Flange Repair Kit	10	Ea.	$185.80	$1,858.00
51	2" Brass Meter Flange	12	Ea.	$37.32	$447.84
53	1-1/2" Brass Meter Flange	12	Ea.	$34.54	$414.48
55	3/4" Small Plastic Water Meter Box DFW 1300-12-1T 63D plastic, rectangular, black box with black plastic lid with recessed hole for AMI antenna.12" x 17" x 12" or 12" H x 12 5/16" W x 17 9/16" L	500	Ea.	$21.96	$10,980.00
59	¾" x 12 Ford Meter Resetter	5	Ea.	$116.10	$580.50
60	¾" x 9 Ford Meter Resetter	5	Ea.	$112.17	$560.85
61	¾" x 7½ Ford Meter Resetter	9	Ea.	$110.79	$997.11
62	6" x ¾" C-900 Hinged Tapping Saddle with cc Thread	25	Ea.	$56.73	$1,418.25
63	6" x 1" C-900 Hinged Tapping Saddle with cc Thread	25	Ea.	$56.73	$1,418.25
64	8" x ¾" C-900Hinged Tapping Saddle with cc Thread	10	Ea.	$79.41	$794.10
65	8" x 1" C-900 Hinged Tapping Saddle with cc Thread	10	Ea.	$79.41	$794.10
67	6" x 2" Tapping Saddle (6.63 o.d.) cc thread	2	Ea.	$107.05	$214.10
68	8" x 2" Tapping Saddle cc thread	2	Ea.	$107.05	$214.10
76	1" Angle Stop Ball Valve Q-nut Compression by 1" Meter Nut w/Lock Wing	7	Ea.	$98.89	$692.23
78	1 ½" Angle Stop (ball valve) Q-nut by 1 ½" Meter Flange w/Lock Wing	5	Ea.	$255.42	$1,277.10
82	¾" 3 Part Union Q-nut Compression Ends	50	Ea.	$19.77	$988.50
84	¾" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing	50	Ea.	$47.22	$2,361.00
85	¾" 90 compression Q or G-nut ends	12	Ea.	$25.55	$306.60

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
86	1" 90 compression Q or G-nut ends	8	Ea.	$32.82	$262.56
90	¾" straight stop Q or G-nut compression ends	75	Ea.	$44.36	$3,327.00
91	2" Hymax Repair Coupling	10	Ea.	$127.33	$1,273.30
92	3" Hymax Repair Coupling	12	Ea.	$167.98	$2,015.76
93	4" Hymax Repair Coupling	6	Ea.	$210.80	$1,264.80
94	6" Hymax Repair Coupling	25	Ea.	$278.32	$6,958.00
96	10" Hymax Repair Coupling	5	Ea.	$401.05	$2,005.25
102	2"x 7.5" Full Circle Repair Clamp (2.35 - 2.63 o. d.)	10	Ea.	$47.80	$478.00
103	2"x12.5" Full Circle Repair Clamp (2.35 - 2.63 o. d.)	10	Ea.	$72.20	$722.00
105	6"x 7.5" Full Circle Repair Clamp (6.84 - 7.64 o. d.)	15	Ea.	$114.40	$1,716.00
106	6"x 12.5" Full Circle Repair Clamp (6.84 - 7.64 o.d.)	15	Ea.	$162.11	$2,431.65
107	8"x7.5" Full Circle Repair Clamp (8.99 - 9.79 o.d.)	4	Ea.	$120.00	$480.00
108	10"x7.5"Full Circle Repair Clamp (11.60 - 12.40 o.d.)	3	Ea.	$137.90	$413.70
109	12"x7.5" Full Circle Repair Clamp (14.00 - 14.40 o.d.)	2	Ea.	$124.18	$248.36
112	6"x 7.5"x ¾" Full Circle Tap(6.84 - 7.64 o.d.) CC Thread	10	Ea.	$89.64	$896.40
113	6" x 7.5" x 1" Full Circle Tap 6.84 - 7.64 od, CC thread	10	Ea.	$89.64	$896.40
114	6"x 12.5"x ¾"Full Circle Tap(6.84 - 7.64 o.d.) CC thread	10	Ea.	$152.47	$1,524.70
117	6" MJ/MJ Gate Valve	7	Ea.	$744.09	$5,208.63
118	6" MJ/FLG Gate Valve	5	Ea.	$752.39	$3,761.95
119	8" MJ/MJ Gate Valve	2	Ea.	$1,198.09	$2,396.18
120	8" MJ/FLG Gate Valve	2	Ea.	$1,175.32	$2,350.64
122	2" MJ Kit Less Gland	12	Ea.	$15.60	$187.20
127	12" MJ/MJ Gate Valve	2	Ea.	$2,363.96	$4,727.92

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available as request.

Term of Agreement. This Agreement shall become effective _____ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby ☐ permits ☐ does not permit other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

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Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Pioneer Supply LLC ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:**

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
3	4" C900 (DR 18) water pipe	80	Ft.	$4.70	$376.00
4	6" C900 (DR 18) water pipe	250	Ft.	$9.48	$2,370.00
7	12" C-900 (dr 18) water pipe	125	Ft.	$35.25	$4,406.25
42	2" Flush Hydrant (K77 Mainguard Post Hydrant)	4	Ea.	$816.15	$3,264.60
50	2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	50	Ea.	$3.30	$165.00
52	1-1/2" Meter Flange Gasket & Bolt Bpack (w/o brass flange)	25	Ea.	$3.50	$87.50
66	2" x 1" Tapping Saddle (2.90 o.d.) cc thread	2	Ea.	$25.50	$51.00
69	¾" Ball Angle Stop Reduced Port Q-nut compression by Meter Nut w/Lock Wing	150	Ea.	$48.10	$7,215.00
70	¾" x 5/8" x 2 ½" Meter Coupling	375	Ea.	$9.67	$3,626.25
72	¾" Corp. stop (ball valve) Q-nut by cc Thread Male	50	Ea.	$42.06	$2,103.00
73	1" Corp. Stop (ball valve) Q-nut by cc Thread Male	50	Ea.	$57.00	$2,850.00
79	¾" Stainless Steel Inserts	375	Ea.	$1.47	$551.25
80	1" Stainless Steel Inserts	375	Ea.	$1.55	$581.25
88	2" PVC X CTS(pack Joint) 3-Part union	5	Ea.	$125.00	$625.00
89	1" straight stop Q or G-nut compression ends	75	Ea.	$94.50	$7,087.50
95	8" Hymax Repair Coupling	15	Ea.	$301.00	$4,515.00
97	12" Hymax Repair Coupling	5	Ea.	$484.00	$2,420.00
100	10" Solid Sleeve Repair Coupling	5	Ea.	$181.00	$905.00
101	12" Solid Sleeve Repair Coupling	5	Ea.	$213.00	$1,065.00
110	12" x 15" Full Circle Repair Clamp 12.75 - 13.55 OD	2	Ea.	$390.02	$780.04
111	12" x 15" Full Circle Repair Clamp 13.20 - 14.00 od	2	Ea.	$390.02	$780.04

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective _____ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

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Contractor hereby permits does not permit other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Thirkettle Corporation dba Aqua-Metric Sales Company ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials") as submitted within **Bid # 26-03 Water & Sewer Supply Items:**

Item #	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
43	5/8"X3/4" polymer composite static meter with TRPL connector	6000	Ea.	$114.23	$685,380.00
45	1" polymer composite static meter with TRPL connector	100	Ea.	$187.13	$18,713.00

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective _____ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.

- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
- All determinations made by the City regarding tariff-related adjustments are final.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby ☐ permits ☐ does not permit other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

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Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

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- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362679

Date Filed:
09/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ACT Pipe & Supply, Inc.
Pflugerville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Kileen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Material Bid # 26-03
Fire Hydrants and Fire Hydrant Parts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is David Shaw, and my date of birth is June 17, 1965.

My address is 115 Flintshire Way, Coppell (city), TX (state), 75019 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 12th day of September (month), 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1367052

Date Filed:
09/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
APSCO Inc.
Abilene, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-03
Material Supply Bid

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
APSCO, Inc.	Abilene, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is William C Tippen, and my date of birth is May 3, 1981.

My address is 742 S. 2nd Street, Abilene (city), TX (state), 79602 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Taylor County, State of Texas, on the 29th day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362323

Date Filed:
09/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ferguson Waterworks
Killeen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-03
Killeen Material Bid #26-03

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Brian Hill, and my date of birth is 12-15-1976.

My address is 4405 Swanner Loop, Killeen (city), TX (state), 76543 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 11 day of Sept (month), 20 25 (year).

Brian Hill

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1364038

Date Filed:
09/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fortiline Inc.
Hewitt, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-03
Water & Sewer Supply Items

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Daniel Threadgill, and my date of birth is 4-14-97.

My address is 620 Willow Creek Dr., Hewitt (city), TX (state), 76643 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in McLennan County, State of Texas, on the 16 day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362618

Date Filed:
09/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pioneer Supply LLC
Weatherford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
COK-Water & Sewer Material Sup
Provide materials per Water & Sewer Supply Material Bid #26-03

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tommy Jones, and my date of birth is 8/26/1980.

My address is 1822 Ranger Hwy, Weatherford (city), TX (state), 76088 (zip code), Parker (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Parker County, State of Texas, on the 12 day of 09 (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1362661

Date Filed:
09/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aqua-Metric Sales Company
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid #26-03
COK-Water & Sewer Material Supply

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Thirkettle, Chris	Riverside, CA United States	X	
Thirkettle, Lea	Riverside, CA United States	X	
Thirkettle, Tommy	Riverside, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Christopher Newville, and my date of birth is July 24, 1986.

My address is 16914 Alamo Parkway, Building 2, Selma (city), TX (state), 78154 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Guadalupe County, State of Texas, on the 15 day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID 26-03, WATER & SEWER MATERIALS

RS-25-165

October 21, 2025

Project Background

- Water and Sewer utilizes various materials to operate and maintain the water distribution and sewer collection systems.
- Material items are procured through a bid process on an annual basis, and bidders are selected by individual material line items based on the low bid for that item and the vendors ability to meet the bid requirements.
- On August 27, 2025, seven bids were received for Bid No. 26-03, Water and Sewer Materials at estimated quantities for a twelve-month period.

Bid Information

- Six vendors were selected on a per item basis.
  - ACT Pipe & Supply, Inc
  - APSCO Supply, Inc
  - Ferguson Waterworks
  - Fortiline Inc.
  - Pioneer Supply LLC
  - Thirkettle Corporation dba Aqua-Metric Sales Company

Alternatives

- Reject all bids and purchase items on an “as needed” basis.
- Authorize the award of contracts to selected vendors in an amount not to exceed $985,928.

Recommendation

- City Council authorize the award of Bid 26-03, Water & Sewer Materials to the selected vendors and authorize the City Manager, or designee, to execute contracts with the selected vendors in an amount not to exceed $985,928 for FY 2026.

City of Killeen

Staff Report

File Number: RS-25-166

Consider a memorandum/resolution awarding Bid No. 26-05, Street Construction Materials to select vendors, for Fiscal Year 2026, in an amount not to exceed $1,000,000.00.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Assistant City Manager**

SUBJECT: **Authorize the award of Bid No. 26-05, Street Construction Materials to selected vendors**

BACKGROUND AND FINDINGS:

The City of Killeen solicits street construction material bids on an annual basis to procure materials needed for maintenance projects. Materials from these bids are utilized by various departments and divisions throughout the City on construction projects, repair of roadways, and pavement markings within the city airport, roadways, parking areas, etc. Bidders were instructed to bid items based upon estimated annual need per item and per item amounts.

On September 3, 2025, Bid No. 26-05, for the City's annual procurement of Street Construction Materials was opened and read aloud. The Transportation Division, along with Purchasing Department, evaluated each bid's conformance with the bid information and instructions. Each bid was ranked in accordance with the best value procedures and represents the best value that the City taking into consideration the qualifications, references, and cost of the bidder, in accordance with the Bid General Terms and Conditions. The bid tab attached shows pricing as received from all vendors.

Six (6) vendors were selected based on the bid tabulation: Asphalt Inc, LLC dba Lone Star Paving, Crafco, Inc., D.I.J. Construction, Inc., Killeen Crushed Stone, Killeen Ready Mix and Texas Materials Group, Inc. The total purchase of materials will not exceed $1,000,000 in Fiscal Year 2026. Line items #40 - #49, received one (1) bid. However, after consideration, it was determined that other vendors, like Lowes, sell the material at a lower cost per gallon. Therefore, these items will be purchased on a per project basis.

Due to fluctuating market conditions of the materials, the bid solicitation requires that bidder's prices remain firm during the entire twelve (12) months of the contract. The contract term is a (1) one year period. After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with local and state policy.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

Projected expenditures are utilized for the city to obtain the best rate per unit pricing covering multiple City Departments and fiscal years. Actual costs per fiscal year for each department may be significantly lower and will not exceed departmental budgets. The final fiscal impact will be based upon the allocated budget and workload for the year. Future year expenditures will be based on the approved budget. The total expenditures will not exceed $1,000,000 in Fiscal Year 2026.

Is this a one-time or recurring revenue/expenditure?

The purchases will occur on an individual basis under the terms of the contracts as projects are scheduled.

Is this revenue/expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes, sufficient budgets are in the following accounts city-wide:

- General Fund
  - 100-52100-300-306-000000; 100-53415-400-403-000000
- Street Maintenance Fund
  - 225-53430-400-403-000000
- Solid Waste Fund
  - 540-53415-400-412-000000
- Water & Sewer Fund
  - 550-53430-400-404-000000; 550-53430-400-405-000000
- Drainage Utility Fund
  - 575-53415-400-403-000000; 575-53415-400-407-000000
- Aviation Fund

- 525-53415-600-601-000000; 525-53415-600-602-000000

RECOMMENDATION:

Authorize the City Manager, or his designee, to award Bid 26-05 Street Construction Materials to selected vendors in an amount not to exceed $1,000,000 in Fiscal Year 2026; and authorize the City Manager, or his designee, to execute any and all amendments within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Public Works
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Agreements
Certificate of Interested Parties
Presentation

				ASPHALT INC, LLC dba Lone Star Paving			Crafco, Inc.			D.I.J. Construction, Inc.			Green Dream Internationl			Greenville Enterprises llc			Killeen Crushed Stone			Killeen Ready Mix			Texas Materials Group, Inc.		
					Discount			Discount			Discount			Discount			Discount			Discount			Discount			Discount	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	(%)	Total	Unit Cost	(%)	Total	Unit Cost	(%)	Total	Unit Cost	(%)	Total	Unit Cost	(%)	Total	Unit Cost	(%)	Total	Unit Cost	(%)	Total	Unit Cost	(%)	Total
1	Concrete, 3,000 PSI	35000	Per Cubic Yard	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$225.00	0.%	$7,875,000.00	No Bid		No Bid	$170.00	0.%	$5,950,000.00	No Bid		No Bid
2	Concrete, 3,000 PSI plus 2% calcium	500	Per Cubic Yard	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$240.00	0.%	$120,000.00	No Bid		No Bid	$190.00	0.%	$95,000.00	No Bid		No Bid
3	Concrete, 4,000 PSI	325	Per Cubic Yard	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$255.00	0.%	$82,875.00	No Bid		No Bid	$190.00	0.%	$61,750.00	No Bid		No Bid
4	Concrete, 4,000 PSI plus 2% calcium	325	Per Cubic Yard	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$275.00	0.%	$89,375.00	No Bid		No Bid	$210.00	0.%	$68,250.00	No Bid		No Bid
5	8 Sac Grout	250	Per Cubic Yard	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$205.00	0.%	$51,250.00	No Bid		No Bid	$230.00	0.%	$57,500.00	No Bid		No Bid
6	3/8" F FOB Plant	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$14.25	0.%	$14,250.00	$145.00	0.%	$145,000.00	$14.50	0.%	$14,500.00	No Bid		No Bid	No Bid		No Bid
7	3/8" F FOB Destination	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$22.52	0.%	$22,520.00	$160.00	0.%	$160,000.00	$22.50	0.%	$22,500.00	No Bid		No Bid	No Bid		No Bid
8	1/2" D FOB Plant	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$145.00	0.%	$145,000.00	$18.00	0.%	$18,000.00	No Bid		No Bid	No Bid		No Bid
9	1/2" D FOB Destination	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$155.00	0.%	$155,000.00	$24.50	0.%	$24,500.00	No Bid		No Bid	No Bid		No Bid
10	1" D FOB Plant	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$12.26	0.%	$12,260.00	$155.00	0.%	$155,000.00	$18.00	0.%	$18,000.00	No Bid		No Bid	No Bid		No Bid
11	1" D FOB Destination	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$20.52	0.%	$20,520.00	$165.00	0.%	$165,000.00	$24.50	0.%	$24,500.00	No Bid		No Bid	No Bid		No Bid
12	Thermoplastic – White	30000	Per Pound	No Bid		No Bid	No Bid		No Bid	$.80	0.%	$24,000.00	No Bid		No Bid	$4.50	0.%	$135,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
13	Thermoplastic – Yellow	15000	Per Pound	No Bid		No Bid	No Bid		No Bid	$.80	0.%	$12,000.00	No Bid		No Bid	$4.50	0.%	$67,500.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
14	Thermoplastic – Black	8000	Per Pound	No Bid		No Bid	No Bid		No Bid	$.75	0.%	$6,000.00	No Bid		No Bid	$4.50	0.%	$36,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
15	Crack seal Material – Polyflex III	100000	Per Pound	No Bid		No Bid	$.70	0.%	$70,000.00	No Bid		No Bid	No Bid		No Bid	$1.50	0.%	$150,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
16	Type D Asphalt FOB Plant	25000	Per Ton	$79.00	0.%	$1,975,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$165.00	0.%	$4,125,000.00	No Bid		No Bid	No Bid		No Bid	$94.00	0.%	$2,350,000.00
17	Type C Asphalt FOB Plant	1500	Per Ton	$79.00	0.%	$118,500.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$165.00	0.%	$247,500.00	No Bid		No Bid	No Bid		No Bid	$92.00	0.%	$138,000.00
18	Cold Mix Asphalt FOB Plant	2500	Per Ton	$92.00	0.%	$230,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$165.00	0.%	$412,500.00	No Bid		No Bid	No Bid		No Bid	$105.00	0.%	$262,500.00
19	Cold Mix Asphalt FOB Destination	2500	Per Ton	$104.00	0.%	$260,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$175.00	0.%	$437,500.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
20	Quality Sandy Loam (Topsoil) FOB Plant	4000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$85.00	0.%	$340,000.00	$20.00	0.%	$80,000.00	No Bid		No Bid	No Bid		No Bid
21	Quality Sandy Loam (Topsoil) FOB Destination	10000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$85.00	0.%	$850,000.00	$20.00	0.%	$200,000.00	No Bid		No Bid	No Bid		No Bid
22	Base Material FOB Plant	9800	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$8.27	0.%	$81,046.00	$66.00	0.%	$646,800.00	$9.00	0.%	$88,200.00	No Bid		No Bid	No Bid		No Bid
23	Base Material FOB Destination	13000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$16.53	0.%	$214,890.00	$60.00	0.%	$780,000.00	$15.50	0.%	$201,500.00	No Bid		No Bid	No Bid		No Bid
24	Rip Rap Rock 18-24" FOB Plant	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$30.78	0.%	$30,780.00	$175.00	0.%	$175,000.00	$30.00	0.%	$30,000.00	No Bid		No Bid	No Bid		No Bid
25	Rip Rap Rock 18-24" FOB Destination	1500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$42.18	0.%	$63,270.00	$185.00	0.%	$277,500.00	$36.50	0.%	$54,750.00	No Bid		No Bid	No Bid		No Bid
26	Rip Rap Rock 12-18" FOB Plant	1000	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$30.78	0.%	$30,780.00	$140.00	0.%	$140,000.00	$30.00	0.%	$30,000.00	No Bid		No Bid	No Bid		No Bid
27	Rip Rap Rock 12-18" FOB Destination	1500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$42.18	0.%	$63,270.00	$150.00	0.%	$225,000.00	$36.50	0.%	$54,750.00	No Bid		No Bid	No Bid		No Bid
28	Rip Rap Rock 8-12" medium FOB Plant	500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$140.00	0.%	$70,000.00	$30.00	0.%	$15,000.00	No Bid		No Bid	No Bid		No Bid
29	Rip Rap Rock 8-12" medium FOB Destination	500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$150.00	0.%	$75,000.00	$36.50	0.%	$18,250.00	No Bid		No Bid	No Bid		No Bid
30	Rip Rap Rock 3-5" FOB Plant	1500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$13.11	0.%	$19,665.00	$95.00	0.%	$142,500.00	$14.50	0.%	$21,750.00	No Bid		No Bid	No Bid		No Bid
31	Rip Rap Rock 3-5" FOB Destination	5500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$23.37	0.%	$128,535.00	$105.00	0.%	$577,500.00	$21.00	0.%	$115,500.00	No Bid		No Bid	No Bid		No Bid
32	Glass Traffic Beads Type II FOB Plant	2500	Per Pound	No Bid		No Bid	No Bid		No Bid	$.80	0.%	$2,000.00	No Bid		No Bid	$3.80	0.%	$9,500.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
33	Glass Traffic Beads Type II FOB Destination	2500	Per Pound	No Bid		No Bid	No Bid		No Bid	$.83	0.%	$2,075.00	No Bid		No Bid	$3.95	0.%	$9,875.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
34	Glass Traffic Beads Type III FOB Plant	24000	Per Pound	No Bid		No Bid	No Bid		No Bid	$1.10	0.%	$26,400.00	No Bid		No Bid	$3.80	0.%	$91,200.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
35	Glass Traffic Beads Type III FOB Destination	24000	Per Pound	No Bid		No Bid	No Bid		No Bid	$1.10	0.%	$26,400.00	No Bid		No Bid	$3.75	0.%	$90,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
36	Crusher Fines FOB Plant	2500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$3.60	0.%	$9,000.00	$70.50	0.%	$176,250.00	$6.50	0.%	$16,250.00	No Bid		No Bid	No Bid		No Bid
37	Crusher Fines FOB Destination	2500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$9.60	0.%	$24,000.00	$70.50	0.%	$176,250.00	$13.00	0.%	$32,500.00	No Bid		No Bid	No Bid		No Bid
38	M-Sand (Manufactured Sand) FOB Plant	2500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$9.60	0.%	$24,000.00	$70.50	0.%	$176,250.00	$10.00	0.%	$25,000.00	No Bid		No Bid	No Bid		No Bid
39	M-Sand (Manufactured Sand) FOB Destination	2500	Per Ton	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$18.30	0.%	$45,750.00	$68.90	0.%	$172,250.00	$16.50	0.%	$41,250.00	No Bid		No Bid	No Bid		No Bid
40	Traffic Paint Latex Quick Dry YELLOW	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$68.50	0.%	$137,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
41	Traffic Paint Latex Quick Dry FIRELANE RED	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$80.50	0.%	$161,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
42	Traffic Paint Latex Quick Dry BLACK	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$80.50	0.%	$161,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
43	Traffic Paint Latex Quick Dry WHITE	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$68.50	0.%	$137,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
44	Traffic Paint Latex Quick Dry HANDICAP BLUE	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$61.99	0.%	$123,980.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
45	Traffic Paint Water Based YELLOW	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$61.99	0.%	$123,980.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
46	Traffic Paint Water based FIRELANE RED	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$80.50	0.%	$161,000.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
47	Traffic Paint Water Based BLACK	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$78.90	0.%	$157,800.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
48	Traffic Paint Water Based WHITE	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$78.90	0.%	$157,800.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
49	Traffic Paint Water Based HANDICAP BLUE	2000	Per Gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$78.90	0.%	$157,800.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
	Total					**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**
	COMMENTS																										
				Review vendor alternatives page 26-27, 39, opening fee $5k after hours page 49.						Minimum 4 ton delivery, less than 4 COK require pickup, material and beads 1 ton increments, see page additional info attachment and bid form in packet.			After consideration, this vendor was not selected due to past contract performance.			After consideration it was determined that other vendors, like Lowes, sell the material at a lower cost per gallon.									Vendor is the next responsible bidder, selected as alternate, if Asphalt, Inc. dba Lone Stare is not available.		

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **Asphalt Inc, LLC dba Lone Star Paving** ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials"):

Type D Asphalt, FOB Plant estimated quantity **25,000** tons at **$79.00** per ton
Type C Asphalt, FOB Plant estimated quantity of **1,500** tons at **$79.00** per ton
Cold Mix Asphalt, FOB Plant estimated quantity **2,500** tons at **$92.00** per ton
Cold Mix Asphalt, FOB Destination estimated quantity of **2,500** tons at **$104.00** per ton

Type D / Type C Asphalt

Asphalt shall be Texas Department of Transportation Item 340 Type D / C Hot Mix Asphalt. Pick up shall be made available by 8:00 am on the same day of order placement unless otherwise specified by the City.

Cold Mix Asphalt
Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall be delivered within five (5) business days of order placement.

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective **on the date that the last required signature is affixed** and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.
- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
- All determinations made by the City regarding tariff-related adjustments are final.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle City Manager	Date	[Name] [Title]	Date

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **Crafco, Inc.** ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials"):

Crafco Polyflex III, estimated quantity **100,000** pounds at **$0.70** per pound.

Crackseal Polyflex III

Material shall be Polyflex III as specified by Crafco Incorporated material and shall be delivered within seven (7) business days of order placement.

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective **on the date that the last required signature is affixed** and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.

- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.
- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
- All determinations made by the City regarding tariff-related adjustments are final.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **DIJ Construction, Inc.** ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials"):

Thermoplastic - White estimated quantity of **30,000** pounds at **$0.80** per pound
Thermoplastic - Yellow estimated quantity of **15,000** pounds at **$0.80** per pound
Thermoplastic - Black estimated quantity of **8,000** pounds at **$0.75** per pound
Glass Traffic Beads Type II, FOB Plant, estimated quantity **2,500** pounds at **$0.80** per pound.
Glass Traffic Beads Type II, FOB Destination, estimated quantity **2,500** pounds at **$0.83** per pound.
Glass Traffic Beads Type III, FOB Plant, estimated quantity **24,000** pounds at **$1.10** per pound.
Glass Traffic Beads Type III, FOB Destination, estimated quantity **24,000** pounds at **$1.10** per pound.

Thermoplastic Material
Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specification D-9-8200 **WHITE / BLACK** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Specification Alkaloid Granular thermoplastic conforming to Texas Department of Transportation specification item 666.2 Type I Marking Materials Specification D-9-8200 **YELLOW** in color. Materials shall be delivered within ten (10) business days of order placement.

Glass Traffic Beads Type II / Type III
All traffic beads must meet the TXDOT (Texas Department of Transportation) requirements. These are based on Item # 666 Reflective Pavement Markings and TXDOT Material Specifications DMS-8290.

Per Contractor stipulation - Thermoplastic materials- minimum of 4-ton order for delivery, less than 4-tons City required pick-up at Bertram location, no delivery available. All Glass Traffic Beads minimum of 1 ton purchase required. Type III beads possible manufacturer shortages occurring since 2024.

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective **on the date that the last required signature is affixed** and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only

occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.
- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
- All determinations made by the City regarding tariff-related adjustments are final.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **Killeen Crushed Stone** ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials"):

Bedding Material 3/8"F, FOB Plant estimated quantity **1,000** tons at **$14.50** per ton
Bedding Material 3/8"F, FOB Destination estimated quantity of **1,000** tons at **$22.50** per ton
Bedding Material 1/2"D, FOB Plant estimated quantity **1,000** tons at **$18.00** per ton
Bedding Material 1/2"D, FOB Destination estimated quantity of **1,000** tons at **$24.50** per ton
Bedding Material 1"D, FOB Plant estimated quantity **1,000** tons at **$18.00** per ton
Bedding Material 1"D, FOB Destination estimated quantity of **1,000** tons at **$24.50** per ton
Quality Sandy Loam, FOB Plant, estimated quantity of **4,000** tons at **$20.00** per ton
Quality Sandy Loam, FOB Destination, estimated quantity of **10,000** tons at **$20.00** per ton
Base Material, FOB Plant, estimated quantity of **9,800** tons at **$9.00** per ton
Base Material, FOB Destination, estimated quantity of **13,000** tons at **$15.50** per ton
Rip Rap 18-24", FOB Plant estimated quantity **1,000** tons at **$30.00** per ton
Rip Rap 18-24", FOB Destination estimated quantity of **1,500** tons at **$36.50** per ton
Rip Rap 12-18", FOB Plant estimated quantity **1,000** tons at **$30.00** per ton
Rip Rap 12-18", FOB Destination estimated quantity of **1,500** tons at **$36.50** per ton
Rip Rap 8-12", FOB Plant estimated quantity **500** tons at **$30.00** per ton
Rip Rap 8-12", FOB Destination estimated quantity of **500** tons at **$36.50** per ton
Rip Rap 3-5", FOB Plant estimated quantity **1,500** tons at **$14.50** per ton
Rip Rap 3-5", FOB Destination estimated quantity of **5,500** tons at **$21.00** per ton
Crusher Fines, FOB Plant estimated quantity **2,500** tons at **$6.50** per ton
Crusher Fines, FOB Destination estimated quantity of **2,500** tons at **$13.00** per ton
M-Sand, FOB Plant estimated quantity **2,500** pounds at **$10.00** per pound
M-Sand, FOB Destination estimated quantity of **2,500** pounds at **$16.50** per pound

Bedding Material
The Bedding Material shall be of Limestone, River Rock, or Granite. All bedding shall be well blended mix.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $50.00/hour, including any partial hour, will be assessed.

Quality Sandy Loam Plant / Destination
Screened Sandy Loam/Topsoil shall consist of natural friable surface soil without admixture of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free of roots, hard clay, coarse gravel, rock fragments, and stones larger than ¼ inch. This material will be used on the surface of public grounds, so the proper appearance is critical. Rock fragments of less than ¼ inch in diameter should comprise no more than 5% of the soil volume. Sandy Loam/Topsoil shall be free of any aggregate larger than ¼ inch or larger Screened Sandy Loam / Top Soil shall consist of no more that 10% - 15% sand or mixture of sand. Screened Sandy Loam must contain no less than 3%, or more than 20% organic material or Humus.

Delivery shall be within one (1) hour of the time agreed upon during order placement. Late deliveries shall be charged back to the vendor at the rate of $50.00 per hour after the first hour.

Base Material Plant/Destination
The Base Material shall be crushed limestone base material, as specified by the State of Texas Department of Transportation Item 247, Type A, Grade 2, or better. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Delivery shall be made using bobtail trucks. The configuration of the City stockpile area will not accommodate 18-wheel tractor trailers with end dumps or lowboy trailers.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $50.00/hour, including any partial hour, will be assessed.

Rip Rap 3-24", Plant/Destination
Rip Rap Rock shall be of Edward Limestone and shall be 3-24 inches in diameter. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Rip Rap Rock pick up shall be available by 8:00am on the same day of order placement unless otherwise specified by the City. Orders placed by 12:1pm for delivery by 8:00am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $50.00/hour, including any partial hour, will be assessed.

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $50.00/hour, including any partial hour, will be assessed.

Crusher Fines
Crusher Fines shall be as follows: Aggregate: Crushed stone shall consist of inert materials that are hard, durable, with stone free from surface coatings and deleterious materials. R-Value minimum of 70 determined by ASTM D 2488 Methodology (R-value is a measure of wear resistance). Sand Equivalent: - an engineering measurement of the proportion of sand to silt and clay will stay at a range of 30-55, as determined by ASTM D 2419 methodology

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $50.00/hour, including any partial hour, will be assessed.

M-Sand (Manufactured Sand)
M-Sand (Manufactured Sand) shall be as follows: Substitute for river sand, crushed hard granite stone / Limestone Rock, cubical shaped with grounded edges, washed, and graded. Particles generally range in size from 1/8" to fine powder or less than 4.75mm

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $50.00/hour, including any partial hour, will be assessed.

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective **on the date that the last required signature is affixed** and shall automatically terminate after one year. After the Agreement terminates, the City may

request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.
- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
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Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby does not permit other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are

encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **Killeen Ready Mix** ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials"):

Concrete 3,000 PSI estimated quantity **35,000** cubic yards at **$170.00** per cubic yard
Concrete 3,000 PSI plus 2% Calcium estimated quantity of **500** cubic yards at **$190.00** per cubic yard
Concrete 4,000 PSI estimated quantity **325** cubic yards at **$190.00** per cubic yard
Concrete 4,000 PSI plus 2% Calcium estimated quantity of **325** cubic yards at **$210.00** per cubic yard
8 Sac Grout estimated quantity of **250** cubic yards at **$230.00** per cubic yard

Concrete

Concrete shall be Texas Department of Transportation Item 421 Class A (minimum 5-sack) with minimum compressive strength (3,000 or 4,000 PSI at 28 days). Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $150.00/hour, including any partial hour, will be assessed.

8 Sack Grout

Orders will typically be placed in association with the placement of curb & gutter. Delivery will be within 1 hour of order placement. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of $250.00/hour, including any partial hour, will be assessed.

Per Contractor stipulation – All Concrete and Sac Grout - minimum of 3-yard order, less than 3 yards City will pay additional $150 fee per order.

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Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only

occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.
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Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

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omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

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SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City Contractor

Kent Cagle Date	[Name] Date
City Manager	[Title]

LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and **Texas Materials Group, Inc** ("Contractor"); collectively, the "Parties".

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Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Materials"):

Type D Asphalt, FOB Plant estimated quantity **25,000** tons at **$94.00** per ton
Type C Asphalt, FOB Plant estimated quantity of **1,500** tons at **$92.00** per ton
Cold Mix Asphalt, FOB Plant estimated quantity **2,500** tons at **$92.50** per ton
Cold Mix Asphalt, FOB Destination estimated quantity of **2,500** tons at **$105.00** per ton

Type D / Type C Asphalt

Asphalt shall be Texas Department of Transportation Item 340 Type D / C Hot Mix Asphalt. Pick up shall be made available by 8:00 am on the same day of order placement unless otherwise specified by the City.

Cold Mix Asphalt

Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall be delivered within five (5) business days of order placement.

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective **on the date that the last required signature is affixed** and shall automatically terminate after one year After the Agreement terminates, the City may request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

Tariffs. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.
- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
- All determinations made by the City regarding tariff-related adjustments are final.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle City Manager	Date	[Name] [Title]	Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1366573

Date Filed:
09/22/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Asphalt Inc DBA Lone Star Paving
Austin, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Killeen

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
26-05
Street Construction Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Justin Brown, and my date of birth is 04/22/1996.

My address is 528 W Esparada Drive, Georgetown (city), TX (state), 78628 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County County, State of TX, on the 23rd day of September (month), 2025 (year).

Justin Brown
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365031

Date Filed:
09/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Crafco, Inc.
Chandler, AZ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-05
Street Construction Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ergon, Inc.	Jackson, MS United States	X	
Johnson, Gary	Chandler, AZ United States	X	
Lampton, William W.	Jackson, MS United States	X	
Lampton, Robert	Jackson, MS United States	X	
Ziems, Todd	Chandler, AZ United States	X	
Stabler, Robert	Chandler, AZ United States	X	
Gautier, Gail	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Todd Ziems, and my date of birth is May 4, 1968.

My address is 6165 W. Detroit St., Chandler (city), AZ (state), 85226 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of AZ, on the 18th day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365182

Date Filed:
09/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
D.I.J. Construction, Inc.
Bertram, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-05
Thermoplastic and Glass Beads

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kellen Floyd, and my date of birth is 5/5/89.

My address is 3300 CR 252, Bertram (city), TX (state), 78605 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 18 day of September (month), 2025 (year).

Kellen Floyd
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365136

Date Filed:
09/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Killeen Crushed Stone
KILLEEN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid 26-05
Street Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jayson Shatto, and my date of birth is 2-10-75.

My address is 1164 Morgan Dr, Temple, TX, 76502.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of TX, on the 18th day of Sept (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365085

Date Filed:
09/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Killeen Ready Mix
Killeen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City Of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-05
Ready Mix Concrete

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Dickie R. King, and my date of birth is 05/30/1959.

My address is 4101 Trimmier Rd, Killeen, TX, 76542, Bell.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 18 day of September (month) 20 25 (year).

Dickie R. King
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1358029

Date Filed:
09/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Materials Group, Inc.
Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-05
Street construction materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Adam Newsom, and my date of birth is 1/26/1996.

My address is 701 S Loop 340, Waco (city), TX (state), 76706 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in McLennan County, State of Texas, on the 3 day of September (month), 20 25 (year).

Adam Newsom

Digitally signed by Adam Newsom
DN: C=US, E=adam.newsom@texasmaterials.com, O="Texas Materials Group, Inc.", OU=Area Manager, CN=Adam Newsom
Date: 2025.09.03 09:55:52-05'00'

Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID NO. 26-05, STREET CONSTRUCTION MATERIALS

RS-25-166

October 21, 2025

Background

- City solicits bids for street construction materials on an annual basis
- Materials are used by multiple departments in a variety of different applications, including the construction and repair of roadways, parking areas, and water mains
- Contracts can be utilized by multiple departments within the city

Background

- On September 3, 2025, Purchasing received eight (8) bids in response to Bid No. 26-05, Street Construction Materials.
- The following six (6) vendors were selected:
  - Asphalt Inc., LLC dba Lone Star Paving
  - Crafco, Inc.
  - DIJ Construction, Inc.
  - Killeen Crushed Stone
  - Killeen Ready Mix
  - Texas Materials Group, Inc.

Alternatives

- Reject all bids and make purchases on a “per order / project” basis.
- Authorize the award of Bid No. 26-05, Street Construction Materials to selected vendors in an amount of $1,000,000 citywide in FY 2026.

Recommendation

- City Council authorize the award of Bid 26-05, Street Construction Materials to selected vendors, in an amount of $1,000,000 citywide in FY 2026; authorize the City Manager, or designee, to execute the agreements and furthermore, execute any and all change orders within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-25-167

Consider a memorandum/resolution authorizing a professional services agreement for the design of the Mohawk Drive Roadway Project with Pape Dawson Engineers, LLC, in the amount of $1,417,641.58.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, P.E., City Engineer**

SUBJECT: **Professional Service Agreement with Pape Dawson Engineers, LLC for the design of the Mohawk Drive Roadway Project**

BACKGROUND AND FINDINGS:

The Mohawk Drive Roadway Project was discussed at the City Council meeting on September 17, 2024, during the future bond discussion. During the meeting, the Council selected projects to be included in a Certificate of Obligation (CO) Bond for early 2025. The construction of Mohawk was included in those projects. The project is to construct a portion of Mohawk Drive between Bunny Trail and Castle Gap Drive.

On April 1, 2025, the City Council passed an ordinance to issue and sell CO bonds, Series 2025 for select Capital Projects. The construction for the portion of Mohawk Drive was included in those projects.

The project will include the construction of a 3-lane roadway with concrete curb, gutter, and sidewalks for the full length between Bunny Trail and Castle Gap Drive; underground drainage to include a new crossing of the drainage ditch that is a tributary of North Reece Creek; street lighting and street trees; and a water main for the full length of the project.

Staff requested a quote from Pape Dawson Engineers, LLC, for the design of this project based on their experience in designing similar projects, as well as working with the City of Killeen in the past. City staff negotiated a formal proposal with Pape Dawson Engineers, LLC, for the design of the Mohawk Road Construction project in the amount of $1,417,641.58.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Pursuant to Texas Local Government Code (TLGC) Section 252.022(a)(4), this item is exempt from the competitive bidding requirements, as it is an agreement for the procurement of professional services.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The fee for services under this agreement is $1,417,641.58.

Is this a one-time or recurring revenue/expenditure?

This is a one-time occurring expenditure.

Is this revenue/expenditure budgeted?

Yes. Expenditures are budgeted in the Capital Improvement Program as part of an approved, ongoing project, with funding allocated in the Certificate of Obligation, Series 2025 Fund (307), under Design/Engineering account 307-56200-900-450-925014.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee, to execute a Professional Service Agreement with Pape Dawson Engineers, LLC, for the design of the Mohawk Drive Roadway Project in the amount of $1,417,641.58, and authorize the City Manager, or designee, to execute any amendments to the agreement within those amounts set by local and State law.

DEPARTMENTAL CLEARANCES:

Engineering Services
Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Agreement
Certificate of Interested Parties
Presentation

PAPE–DAWSON

August 22, 2025

Andrew Zagars, P.E.
City of Killeen
3201-A S.W.S. Young Drive
City of Killeen, Texas 76542

Re: City of Kileen - Mohawk Drive

Dear Mr. Zagars:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

Project Limits
The project limits are from Bunny Trail to Castle Gap Drive for approximately 0.65 miles.

Proposed Facility
The proposed roadway is a 3-lane roadway with design accounting for widening to 5 lanes in the future as needed. The road will include curb and gutter, turn lanes, 6' sidewalk, bike lanes, underground drainage, landscaping including street trees, and a bridge crossing the tributary to Reese Creek.

Design Criteria
The proposed design criteria for the project will be developed from the City of Killeen, Bell County, and TxDOT design criteria. It is anticipated that in most cases, the most stringent of the Design Criteria will be applied.

I. MANAGING CONTRACTED/DONATED PE (FC 110) $156,010.00

Project Management and Administration

- **Communication:**
  - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the City and its representatives.
- **Monthly Progress Report, Invoices, and Billings (10 months assumed):**
  - Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be submitted to the City.

  - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.
- **Quality Assurance and Quality Control (QA/QC) Plan:**
  - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
  - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.
- **Project Coordination & Administration:**
  - Prepare and maintain routine project record keeping including records of meetings and minutes.
  - Correspondence and coordination will be handled through & with the concurrence of the CITY.
  - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to project-related inquiries.
- **Progress/Coordination Meetings (3 external meetings assumed):**
  - Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
  - Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
  - Conduct internal coordination meetings as required to advance the development of the project.
- **Project Schedule:**
  - Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

Bidding Phase Services

- **Bidding Phase Services:**
  - Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

Deliverables:

- Letter of Recommendation for Award, with Bid Tabulation.

II. ENVIRONMENTAL COMPLIANCE (FC 120) $29,540

Environmental Coordination

- **Environmental Project Management and Coordination**
  This item represents an allowance for time not specifically required for deliverable preparation:
  - Coordinate project team to meet schedule and deliverables.
  - Environmental staff attendance at four (4) coordination meetings.
- **Endangered Species Act Compliance:**
  - A US Fish and Wildlife Service (USFWS) permitted biologist familiar with the habitat requirements for species listed by the USFWS as having the potential to occur on the subject property will conduct a reconnaissance site visit. Based on the site visit and aerial photography, the likelihood of occurrence of species on the property is to be assessed.
  - A report will be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential. The report will include a map delineating the area that may be suitable for the listed species.
  - FEMA requires documentation of compliance with the minimum Endangered Species Act requirements before it will process a CLOMR.
    - An Endangered Species Act Compliance Letter / "Take" Assessment to be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential.
    - In collaboration with the civil engineering team, a US Fish and Wildlife (USFWS) permitted biologist familiar with the habitat requirements for the local endangered species to prepare the FEMA-required letter.
- **Section 404 Clean Water Act Compliance:**
  - Conduct a jurisdictional waters delineation on the subject property, following guidelines from the US Army Corps of Engineers (USACE), including the 1987 Wetland Delineation Manual.
  - Prepare a Jurisdictional Waters Delineation Report including a map of areas that would potentially be under the jurisdiction of the USACE according to the most recent guidance, data forms, soils, vegetation, and hydrology analysis. A summary of

jurisdictional waters as defined in the Federal Wetland Regulations 33 Code of Federal Regulations (CFR) Part 328 and the Clean Water Act as was done prior to the 2015 rule and incorporating the Sackett Case Supreme Court decision is also to be provided.

- If it is suspected that a a Pre-Construction Notification (PCN)_is required to the USACE; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and Nationwide Permit with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.

- **Cultural Resources Regulatory Compliance:**
  - For projects located on land owned by a political subdivision or agency of the state, compliance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26) as implemented by the Texas Historical Commission is required.
  - For projects anticipating federal funding, permitting, and/or licensing, compliance with Section 106 of the National Historic Preservation Act (16 United States Code 470) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) as overseen by the THC and lead federal agency is required. This includes coordination with the State Historic Preservation Officer (SHPO) and any affiliated or consulting Tribal Nations as part of the federal agency's responsibilities.
  - In addition, projects with the potential to impact human remains and/or graves, must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).

As the proposed project area is to be utilized as public ROW and may require permitting through the USACE, the following scope of work is intended to provide compliance with the ACT and Section 106 of the NHPA.

- Agency Consultation Letter
  - As part of the project planning process prior to project construction, Pape-Dawson cultural resources staff to prepare a consultation letter for the lead regulatory agency summarizing the existing conditions OR verifying the project meets the requirements of Antiquities Code of Texas (Subchapter A, Sec. 191.0525[d]) and to provide concurrence with recommendations that no cultural resources survey is needed.

    Notes:

    i. ***Additional services that may be required for potential USACE PCN (including Archaeological Permit Acquisition, Cultural Resource Survey, and Indirect Effects Analysis) would be conducted under a supplemental work authorization.***

Deliverables:

- Endangered Species Habitat Assessment
- FEMA Endangered Species Act Compliance Letter / “Take” Assessment

- Jurisdictional Waters Delineation Report
- Agency Consultation Letter

III. SUBSURFACE UTILITY ENGINEERING (FC 130) $5,546.58

- **See attached proposal in Exhibit A**

IV. GEOTECHNICAL SERVICES (FC 140) $11,500.00

- **See attached proposal in Exhibit B**

V. DESIGN SURVEY (FC 150) $77,925.00

- **Design Surveying**
  - Pape-Dawson will establish 4 primary control points, 12 aerial targets and 25 ground truthing points, with coordinates labeled, in the MicroStation 2D file, based on the North American Datum of 1983, (NA2011), epoch 2010, from the Texas State Plane Coordinate System established for the Central Zone and the North American Vertical Datum of 1988 (GEOID 12B).
  - Locate existing visible and above ground utilities along designated route.
  - Acquire invert elevations of Storm Sewer, Wastewater Manholes and inlet boxes where accessible.
  - Detail culvert crossing at Bunny Trail and South Clear Creek Road.
  - Supplement LIDAR topographic information where needed.
  - Locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, locate property boundaries sufficient to re-establish apparent ROW.
- **Right-of-Way Parcels (2 parcels assumed)**
  - From deed research and data from the field survey, Pape-Dawson will analyze the results of the survey and perform computations related to the analysis of existing Right-of-Way and property boundary sufficient to prepare Parcels for ROW acquisition purposes. Parcel plats will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW and proposed ROW. Final ROW documents shall be submitted at a later date once review comments have been received from the City.

  - The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.

  - Pape-Dawson will prepare a field note (metes and bounds) description for each of the 2 parcels. A closure computation will be prepared for each of the descriptions.

  - To assure the accuracy of the documents, Pape-Dawson will review the descriptions while all details are compared to ROW plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups

will be made and corrections completed.

- All of the above-described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all ROW survey documents, Pape-Dawson will make necessary corrections. The final ROW documents will then be delivered to the City.

- **LiDAR Surveying:**
  Complete a control, improvement, topographic, and utility survey within approximately 6.8 miles of Mohawk Drive from the Bunny Trail Road to Castle Gap Drive in Killeen, TX. Also, complete a control and topographic survey within a corridor crossing Mohawk Drive approximately 6.8 miles long starting approximately 0.3 miles south of S Clear Creek Rd and ending approximately 0.2 miles north of Alamocitos Drive.
  - Targets for aerial LiDAR will be set at approximately 1,700' intervals within the project limits. They will consist of chevron targets with a PK nail set on the inside corner of the chevron.
  - Ground truthing shots will be collected throughout the project area over a diversity of land cover types.
  - The acquired LiDAR data will be calibrated to control targets set on the project.
  - The calibrated LiDAR will be checked against the ground truthing shots to ensure the calibration is holding to control. At this point the data will be approved for production.
  - A ground truthing and calibration report will be produced as evidence of the calibration accuracy showing the expected accuracy of the LiDAR data within the project limits.
  - Topographic data will be extracted from the LiDAR point cloud and a MicroStation 3D DTM drawing and associated LandXML tin file will be generated.
  - The final DTM will be checked against the ground truthing points to ensure the extracted data is accurately representing the calibrated LiDAR data.
  - Conventional survey will be supplemented where lidar data cannot be completed.
  - Existing improvements will only be collected from the project data along Mohawk Drive.

Deliverables:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- PDF of each Surveyor Project Notebook

VI. ROADWAY DESIGN – ROADWAY (FC 160) $301,400.00

Roadway Sheet Development

- **The Engineer shall develop the following roadway sheets:**
  - Title Sheet
  - Index Sheet
  - General Notes
  - Quantity Summaries

- Typical Sections
- Plan and Profile Sheets
- Intersection Grading Details
- Misc. Roadway Details
- Construction Standards

Roadway Model Development

The Engineer shall use the current versions of Bentley Openroads Designer at the time the task order is executed. However, the Owner may approve the use of other versions.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by TxDOT. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the Owner. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, and direct connectors.

- **The plan view must contain the following design elements:**
  - Calculated roadway centerlines for mainlanes, and cross streets. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
  - Pavement edges for all improvements
  - Lane and pavement width dimensions.
  - The geometrics of ramps, auxiliary and managed lanes.
  - Proposed structure locations, lengths, and widths.
  - Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
  - Drawing scale shall be 1” =100’
  - Control of access line, ROW lines, and easements.
  - Begin and end superelevation transitions and cross slope changes.
  - Limits of riprap, block sod, and seeding.
  - Existing utilities and structures.
  - Benchmark information.
  - Metal beam guard fence locations
  - Radii call outs, curb location, Concrete Traffic Barrier (CTB), crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
- **The profile view must contain the following design elements:**
  - Calculated profile grade for proposed mainlanes (cite direction), cross streets, and frontage roads, if applicable. Vertical curve data, including “K” values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
  - Existing and proposed profiles along the proposed centerline of the mainlanes, the outside shoulder line of ramps, and the outside gutter line of the designated (north, south, east, or west) bound frontage roads.
  - Drawing vertical scale to be 1” =10’.

- The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.
- The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and Americans with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.
- The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard TxDOT format on 11”x17” sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

Deliverables:

- The Engineer shall submit electronic files for each submittal at the 60%, 90%, and final. The Engineer shall also submit the current OpenRoads generated 3D corridor model for each submittal.

Plans

- The Engineer shall provide the following information at the following submittals:
  - 60% Plans Submittal
    - Electronic submittal
    - Estimate of construction cost.
    - Engineer’s internal QA and QC markup set.
    - Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.
    - A Preliminary 3D corridor model, in the most current format, created using Bentley’s OpenRoads tools, and with detail to verify the design of the 30% plan sheets.
    - Electronic set–Bridge Class Culvert Plan and Profile sheets and Hydrology & Hydraulics sheets, include project title sheet and project layout sheet.
    - A preliminary 3D corridor model, in the most current format, created using Bentley’s OpenRoads tools, and with detail to verify the design of the Bridge and Retaining Wall layouts.
  - Review Submittal (90%)

- Electronic set for review
- Estimate of construction cost.
- Marked up general notes
- Construction schedule.
- List of governing Specifications and Special Provisions in addition to those required.
- Triple Zero Special Provisions.
- Temporary road closure letters.
- Engineer's internal QA and QC marked-up set.
- Other supporting documents.
- A detailed 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 60% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the Owner.

- Final submittal (100%)
  - 1 paper set 11" x 17"
  - Revised supporting documents from 90% review comments.
  - A final 3D corridor model, in the most current format created using Bentley 's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the Owner.
  - A final 3D earthwork model in either .XML or. ICM format (as directed by the Owner) created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the Owner.
- Electronic Copies
  - The Engineer shall furnish the Owner with a flash drive or USB hard drive of the final plans in the format of current CADD system used by the Owner, and shall also provide as a .pdf format and upload to the file management system.
  - The Engineer shall also provide a separate flash drive or USB hard drive containing cross section information (in dgn, XLR, & ASCII formats) for the contractor to use.
  - The Engineer shall provide an electronic copy of MS Project, Primavera, or the latest scheduling program used by the Owner for construction time estimate.
  - With the approval of the Owner, and in lieu of the above, the Engineer may maintain the project files in the Owner's file management system.

VII. ROADWAY DESIGN – Storm Drain (FC 161) $258,920.00

Data Collection

- The Engineer shall provide the following data collection services:
  - Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
  - Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall

history for the area. Sources of data collected must include, but are not limited to, the City, State, County, and Federal Emergency Management Agency (FEMA).
- Review survey data and coordinate any additional surveying needs with Owner.
- Present existing drainage structures in a 3D corridor MicroStation model.
- Submit a letter report to the Owner Project Manager detailing completion of data collection.

Storm Drain Sheet Development

- The Engineer shall provide the following services:
  - Prepare the PS&E package in accordance with the applicable requirements of the Owner's specifications, standards, and manuals, including the TxDOT PS&E Preparation Manual. Include the following sheets and documents, as appropriate:
    - Hydrologic Data Sheets
    - Hydraulic Data Sheets
    - Scour Data Sheets (if applicable)
    - Culvert Layout Sheets
    - Storm Drain Plan/Profile Sheets
    - Storm Drain Lateral Sheets at the 90% and Final Submittals
    - Detention Pond Layouts
    - Detention Pond Details
    - Roadway Plan & Profile Sheets if applicable.
    - Main Culvert Crossing Plan and Profile Sheet
    - All other relevant sheets
  - Prepare culvert cross sections and identify each cross-section's station location.
  - Identify areas requiring trench protection, excavation, shoring and de- watering.
  - Prepare drainage area maps.
  - If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.
  - Select any necessary standard details from the TxDOT or City of Killeen lists of standards for items such as inlets, manholes, junction boxes and end treatments.
  - Prepare details for non-standard inlets, manholes and junction boxes.
  - Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
  - Identify pipe strength requirements.
  - Prepare drainage facility quantity summaries.
  - Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
  - Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
  - Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
  - Locate soil borings every 500 feet along the storm sewer alignment and take piezometric readings at 2000 feet intervals.

- Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.
- Develop a 3D model of the proposed drainage structures using the SUDA capabilities of the GeoPak/OpenRoads Product.
- Develop layouts for the following:
  - Subsurface drainage at retaining walls.
  - Outfall channels within existing ROW.
  - Bridge deck drainage systems, including internal drainage piping within the bents where required on structures.
  - Detention ponds associated outlet structures, and details, if applicable. If information is not available at the time of initial scoping, this work shall be considered as additional work.

Storm Drain Modelling

- The Engineer shall provide the following services:
  - Design and analyze storm drains using software as approved by the Owner.
  - Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with local drainage ordinances, the TxDOT Hydraulic Design Manual, and any specific guidance provided by the Owner. Storm drain design software shall be selected as directed by the task order.
  - Determine hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
  - Calculate manhole head-losses. Compute manhole head losses as per FHWA's HEC-22.
  - Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the Engineer. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20% 10%, 4%, and 1%, and AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the Engineer shall evaluate the hydraulic grade-line throughout the whole system, within project limits, for the design frequency or frequencies. The Engineer shall coordinate with the Owner any proposed changes to the detention systems.
  - Identify areas requiring trench protection, excavation, shoring, and de-watering.

VIII. FUNCTION CODE 160(162) - ROADWAY DESIGN – $40,160.00

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

Signing and Pavement Marking Design

- The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the Owner (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:
  - Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
  - Designate the shields to be attached to guide signs.
  - Illustrate and number the proposed signs on plan sheets.
  - Select each sign foundation from State Standards.

- The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the Owner (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and Owner standards.

- The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.

- The Engineer shall provide the following information on sign and pavement marking layouts:
  - Roadway layout.
  - Center line with station numbering.
  - Designation of arrow used on exit direction signs
  - Culverts and other structures that present a hazard to traffic.
  - Location of utilities.
  - Existing signs to remain, to be removed, to be relocated or replaced.
  - Proposed signs (illustrated, numbered and size).
  - Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
  - Proposed overhead sign bridges, indicating location by plan.
  - Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
  - Quantities of existing pavement markings to be removed.
  - Proposed delineators, object markers, and mailboxes.
  - The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
  - The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
  - Right-of-way limits.
  - Direction of traffic flow on all roadways.

IX. ROADWAY DESIGN – MISCELLANEOUS ROADWAY (FC 163) $224,080.00

Traffic Control Plan

- The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The Engineer shall:
  - Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
  - Coordinate with the Owner in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the Owner in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.
  - Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the Owner in the event existing access must be eliminated and must receive approval from the Owner prior to any elimination of existing access.
  - Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
  - Prepare each TCP in coordination with the Owner. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
  - Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the Owner.
  - Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of- Entry, the Engineer shall notify the Owner in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
  - Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, culverts, bridges, railing,

illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

- Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- Identify and delineate any outstanding ROW parcels.
- Delineate areas of wetlands on traffic control plans.
- Design the TCP phasing by creating a phased 3D corridor model.
- Road closures should be avoided. If a road closure is determined to be necessary a Detour Layout and estimated closure duration shall be provided to the Owner for approval.

Illumination

- The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary Owner approved manuals for design of continuous lighting and safety lighting for all conventional, high-mast, and underpass lighting. The Engineer shall include safety lighting as part of each design on each flashing beacon and traffic signal. The Engineer shall provide a preliminary layout for initial review and approval by the Owner. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. Underpass lighting must be used on all structures within each project. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the Owner to determine the location of proposed high-mast, conventional, and underpass lighting.

- Routes selected by Owner will install City approved, Dark Sky-compliant lighting with aesthetically pleasing poles per City code.

Storm Water Pollution Prevention Plans (SWP3)

- The Engineer shall develop SWP3, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SWP3 must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control. The SW3P sheets must also include blanks to indicate placement and removal dates of all BMPs within the plan.

Specifications and General Notes

- The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the TxDOT Waco District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. In addition, the Engineer shall include applicable Owner general notes. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

Constructability Review

- The Engineer shall provide Independent Quality Review of the constructability of the PS&E sets.

- The Engineer shall perform constructability reviews at major project design milestones (e.g. 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work and Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the Owner at major project design milestone submittals.

Deliverables:

- 60%, 90%, & Final Plansheet Submittals including applicable Williamson County Submittal Checklists.
- Engineer's Opinion of Probable Construction Cost
- Design Summary Form
- MicroStation OpenRoads Designer final design files
- Cross Sections
- Final Surface DTM
- Estimated Construction Schedule

X. DRAINAGE STUDY (FC 170) $140,910.00

Bridge Hydrologic & Hydraulic (H&H) Modeling – Flood Study

- **Data Collection and Coordination:**
  - Perform one (1) site visit to observe field conditions.
  - Coordinate with City of Killeen floodplain administrator on drainage analysis solution
  - Review and collect data related to drainage issues at 2 locations (approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive)
  - Collect latest FEMA model, Flood Insurance Rate Mas (FIRM), Flood Insurance Study (FIS) data, Atlas 14 precipitation data, pertinent land use and soils data, publicly available topographic data, and other best available models.
- **Hydrologic and Hydraulic Analysis:**
  - Obtain and run best available hydrologic model using the latest applicable version of HEC-HMS. Update model with Atlas 14 precipitation data and latest existing and future land use data. Rerun HMS model to analyze proposed bridge or bridge class culvert (BCC).

- Obtain and run best available hydraulic model using the latest applicable version of HEC-RAS. Update model with latest topographic data beginning just upstream of the Alamocitos Creek Drive crossing and continuing approximately 4000 LF of channel downstream of Alamocitos Creek Drive. Incorporate update hydrologic model data, and run the RAS model to establish an existing and future conditions hydraulic model.
- Use HEC-RAS to analyze and design the proposed Mohawk Drive floodplain crossing (likely a Bridge Class Culvert, or BCC) to convey the 100-year storm event. Assumes maximum 2 options.
- Perform no-rise analysis including assessment of compensatory storage requirements for the 100-year storm event.
- Perform scour analysis or energy dissipation calculations for the preferred crossing alternative.
- Prepare a H&H/drainage summary report, including exhibits, calculations, and narratives.
- Submit report and models to the City and revies based on review comments.

- **Conditional Letter of Map Revision (CLOMR)**
  - **CLOMR Modeling and Documentation:**
    - Use the effective FEMA model for NRC Trib 1 and develop duplicate effective, corrective effective, and proposed conditions models using HEC-HMS and HEC-RAS.
    - Prepare hydrologic information concerning storm water runoff rates in NRC Trib 1 in this area for the 2/5/10/25/50/100/500-year storm events.
    - Use HEC-RAS to perform hydraulic calculations for the various runoff rates for existing and proposed conditions.
    - Prepare forms required by FEMA.
    - Prepare the documents consisting of calculations, forms, and drawings, and submit to City of Killeen and FEMA for review.
    - Provide official notification of proposed floodplain changes in local newspaper or through individual notification letter.
    - FEMA CLOMR submittal fees and newspaper publication fees will be billed as a direct expense to the City.

- **CLOMR Review Coordination:**
  - Monitor the CLOMR review by the City and FEMA, including response to comments.
  - Assumes two (2) comment letters for each of the City and FEMA.

- **Plans, Specifications, & Estimates (PS&E)**
  - **Bridge Class Culvert (BCC) H&H Plans**
    - Prepare hydraulic data sheet (1 sheet, Bridge/BCC only)
    -
    - Prepare BCC plan and profile sheet. Develop energy dissipatior detail sheet (1 sheet)
    - Prepare channel grading sheets (1-2 sheets).

- Prepare grading/channel non-standard detail sheet (1 sheet)
- Develop ORD model for channel grading.
- Includes 60/90/100% submittal preparation and QA/QC of bridge/BCC design.

Deliverables:

- H&H/drainage summary report (Flood Study).
- Conditional Letter of Map Revision (CLOMR)
- Bridge/BCC Hydraulic Plans, Specifications, & Estimates (PS&E)
- Applicable GIS, Hydrologic and Hydraulic Models or CAD files referenced in the drainage study.

Exclusions:

- A LOMR is not included in the scope for this project. This is anticipated to be required after construction is completed, and this can be provided with an additional service request (ASR).

XI. UTILITY DESIGN (FC 180) $119,810.00

The proposed project improvements and detailed design consist of:

- The design of approximately 3,400 linear feet of 12" waterline. Preparation of engineering drawings and specifications for the improvements to submit for public bid as part of the overall roadway design.
- Collect and review existing data and record drawings for existing waterlines on Bunny Trail, Castle Gap Drive, Angle Drive, Brushy Creek Drive, and Guadalupe Drive for connection of the proposed waterline to the existing infrastructure.
- Design under the floodway to be installed via bore.
- Proposed 12" waterline to include fire hydrants spaced approximately 1,000 feet apart.
- Design to include coordination with City Staff to identify proposed locations for connection to future development.
- Preparations of quantity estimates and engineer's cost estimation.
- Permitting with the Texas Commission on Environmental Quality (TCEQ) and the City of Killeen.

XII. TRAFFIC STUDY (FC 190) $26,540.00

Traffic Study

- **Traffic Operational Analysis and Report:**
  - Conduct traffic study for the proposed Mohawk Drive roadway between Bunny Trail and Castle Gap Drive. Traffic counts will be collected as documented below:
    - 24-hour tube counts will be collected at the following locations to determine the daily volumes:
      a. Bunny Trail between Privet Dr and Rockwall Dr
      b. Bunny Creek Drive, north of Monague County Drive

- 12-hour turning movement volumes will be gathered (7:00 AM – 7:00 PM) at the following intersections:
  a. Bunny Trail at Breeder Ln/Alamocitos Creek Dr
  b. Bunny Trail at Privet Drive
  c. Bunny Trail at Rockwall Drive

Notes:

i. The collection of the traffic data will be subcontracted and will be billed as a Direct Expense, and as such, is not included in the fee. An estimated budget amount of $3,800.00 is anticipated for the traffic data collection listed above.

- Traffic Operational Analysis will be performed for existing and future build conditions. Traffic volumes for existing conditions will be based on collected traffic counts and traffic volume projections will be developed for future conditions based on expected growth rate and future developments (if any).
- The traffic study analysis, findings and recommendations and the traffic counts and field data, along with our recommendations, will be summarized in a study report. If desired, a draft report will be submitted to the client for review and comment. Upon receipt of client comments, the report will be revised as appropriate and submitted to TxDOT and the City of Killeen. One (1) meeting with the City of Killeen is included in this scope to discuss our findings and to potentially speed the review process.

Notes:

i. Traffic data collection to be billed as a direct expense, estimated at $3,800

ii. Traffic data will be gathered at the discretion of the engineer.

iii. Traffic design services, or detailed pre-design analysis services, if needed, will be provided at an additional cost.

iv. It is presumed that no revisions to the study due to comments received by the client and/or reviewing agency will require additional data collection or analysis. If such is the case, an Additional Services Request (ASR) will be prepared outlining the additional tasks and associated fee.

v. The scope of work assumes one (1) 2-hour meeting with the City. If additional meetings are required, then that time will be billed on a time and materials basis.

Deliverables:

- Traffic Operational Analysis Report

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- *Proposal assumes creek crossing requires multiple box culverts and not a bridge. An ASR for structural services will be required if H&H studies indicate that a bridge is required.*

SUMMARY OF SCOPE AND FEES

I.	Managing Contracted/Donated PE	FC 110 (110)	$156,010.00
II.	Environmental Compliance	FC 120 (120)	$29,540.00
III.	Subsurface Utility Engineering	FC 130 (130)	$5,546.58
IV.	Geotechnical Services	FC 140 (140)	$11,500.00
V.	Design Survey	FC 150 (150)	$77,925.00
VI.	Roadway Design - Roadway	FC 160 (160)	$301,400.00
VII.	Roadway Design – Storm Drain	FC 160 (161)	$258,920.00
VIII.	Roadway Design – Signing, Pavement Markings and Signalization	FC 160 (162)	$40,160.00
IX.	Roadway Design – Miscellaneous (Roadway)	FC 160 (163)	$224,080.00
X.	Drainage Study	FC 170 (170)	$140,910.00
XI.	Utility Design	FC 180 (180)	$119,810.00
XII.	Traffic Study	FC 190 (190)	$ 26,540.00
XIII.	Direct Expenses and Unit Cost Expenses		$25,300.00
		Total:	**$1,417,641.58**

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **$1,417,641.58** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does include any Direct Expenses (defined below) or applicable sales tax on services. If this budget figure is exceeded, PapeDawson may request modification of this Agreement.

AGREEMENT

The attached Terms and Conditions set out as Attachment A are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, ILLC

Brian Allen, P.E., CFM
Associate Vice President

Kevin Young, P.E.
Managing Principal, Central Texas

CITY OF KILLEEN

Signature:_____

Name:_____

Title:_____

Date:_____

CITY OF KILLEEN
ACCOUNTS PAYABLE CONTACT INFO

Name:_____

Address:_____

Phone:_____

Email:_____

Attachments:
- Attachment A
- Attachment B
- Attachment C
- Attachment D

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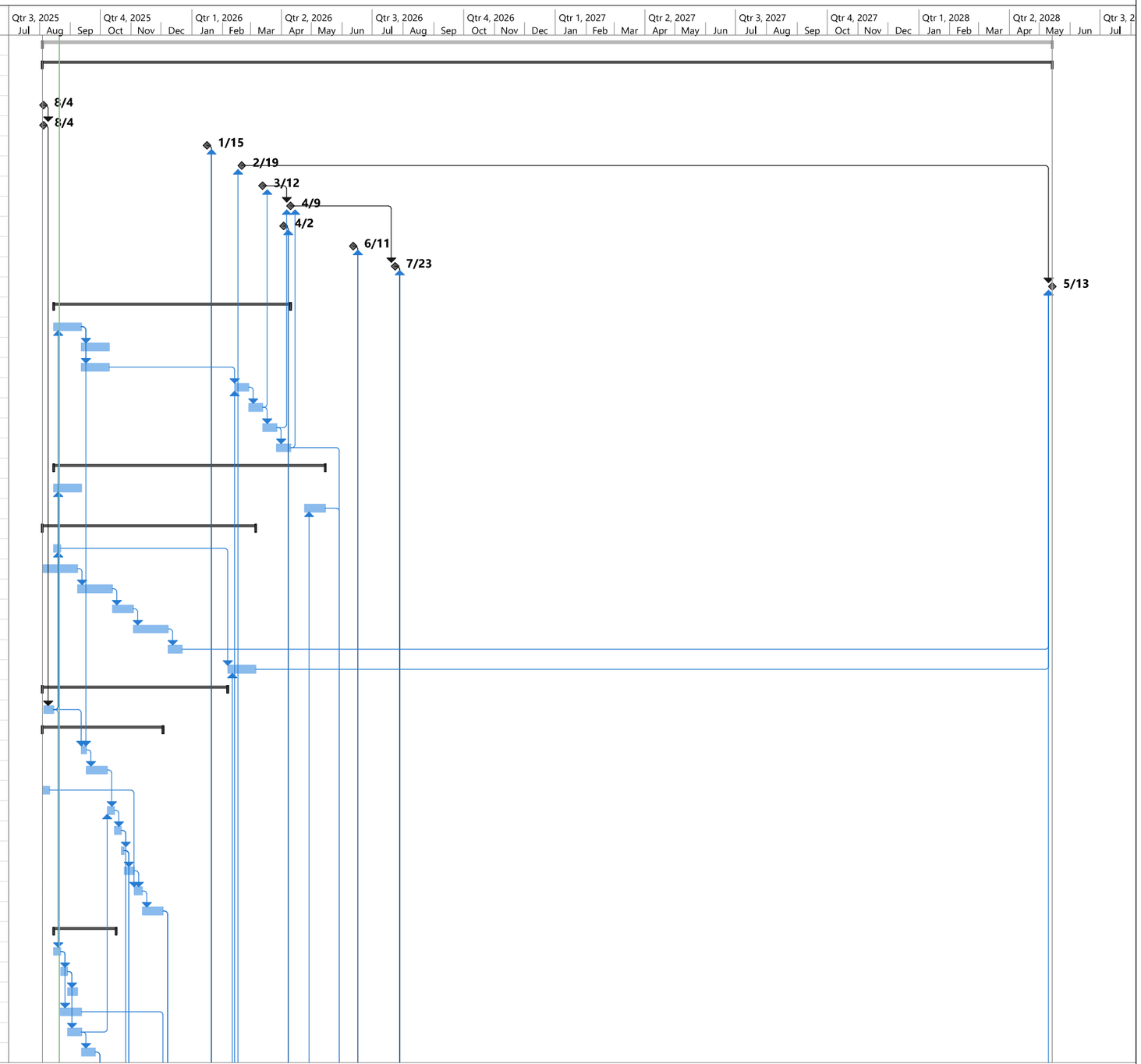
Attachment C - Work Schedule

ID	Task Name	Duration	% Complete	Start	Finish
0	**Mohawk Dr PS&E Design/Construction Schedule**	**1014 days**	**0%**	**Mon 8/4/25**	**Sat 5/13/28**
1	**PS&E Design**	**1014 days**	**0%**	**Mon 8/4/25**	**Sat 5/13/28**
2	**Milestones**	**1013 days**	**0%**	**Mon 8/4/25**	**Sat 5/13/28**
3	Notice to Proceed (NTP)	0 days	0%	Mon 8/4/25	Mon 8/4/25
4	City Design Kickoff Meeting	0 days	0%	Mon 8/4/25	Mon 8/4/25
5	Submit 60% PS&E Deliverables	0 days	0%	Thu 1/15/26	Thu 1/15/26
6	Public Meeting	0 days	0%	Thu 2/19/26	Thu 2/19/26
7	Submit Draft ROW Acquisition Documents	0 days	0%	Thu 3/12/26	Thu 3/12/26
8	Submit Final Signed & Sealed ROW Acquistion Documents	0 days	0%	Thu 4/9/26	Thu 4/9/26
9	Submit 90% PS&E Deliverables	0 days	0%	Thu 4/2/26	Thu 4/2/26
10	Submit Final PS&E Deliverables	0 days	0%	Thu 6/11/26	Thu 6/11/26
11	Final PS&E Package Approval	0 days	0%	Thu 7/23/26	Thu 7/23/26
12	Contract Termination	0 days	0%	Sat 5/13/28	Sat 5/13/28
13	**Survey**	**238 days**	**0%**	**Fri 8/15/25**	**Thu 4/9/26**
14	Design Survey	28 days	0%	Fri 8/15/25	Thu 9/11/25
15	Gain ROE	28 days	0%	Fri 9/12/25	Thu 10/9/25
16	H&H Survey	28 days	0%	Fri 9/12/25	Thu 10/9/25
17	Additional Boundary Survey	14 days	0%	Fri 2/13/26	Thu 2/26/26
18	Develop Draft ROW Acquisition Documents	14 days	0%	Fri 2/27/26	Thu 3/12/26
19	City Draft ROW Acquisition Document Review	14 days	0%	Fri 3/13/26	Thu 3/26/26
20	Develop Final Signed & Sealed ROW Acquistion Documents	14 days	0%	Fri 3/27/26	Thu 4/9/26
21	**SUE**	**273 days**	**0%**	**Fri 8/15/25**	**Thu 5/14/26**
22	SUE Investigation	28 days	0%	Fri 8/15/25	Thu 9/11/25
23	Develop SUE Deliverables	21 days	0%	Fri 4/24/26	Thu 5/14/26
24	**Environmental and Public Involvment**	**214 days**	**0%**	**Mon 8/4/25**	**Thu 3/5/26**
25	Develop Environmental Constraints Map	7 days	0%	Fri 8/15/25	Thu 8/21/25
26	Cultural Field Investigations	35 days	0%	Mon 8/4/25	Sun 9/7/25
27	Draft Arch/Cultural Resources Report	35 days	0%	Mon 9/8/25	Sun 10/12/25
28	Client/Sponsor/Owner Cultural Resources Report Review	21 days	0%	Mon 10/13/25	Sun 11/2/25
29	Regulatory Cultural Resources Review (State Compliance)	35 days	0%	Mon 11/3/25	Sun 12/7/25
30	Final Cultural Resources Report	14 days	0%	Mon 12/8/25	Sun 12/21/25
31	Facilitate Environmental Public Involvment	28 days	0%	Fri 2/6/26	Thu 3/5/26
32	**60% PS&E Design**	**186 days**	**0%**	**Mon 8/4/25**	**Thu 2/5/26**
33	Project Setup & Data Collection	10 days	0%	Tue 8/5/25	Thu 8/14/25
34	**Develop Roadway Model**	**121 days**	**0%**	**Mon 8/4/25**	**Tue 12/2/25**
35	Develop Alignment	5 days	0%	Fri 9/12/25	Tue 9/16/25
36	Develop Preliminary Corridor Model	21 days	0%	Wed 9/17/25	Tue 10/7/25
37	Develop Intersection Grading	7 days	0%	Mon 8/4/25	Sun 8/10/25
38	Develop Roadside Ditches	7 days	0%	Wed 10/8/25	Tue 10/14/25
39	Adjust Profile for Drainage Structures	7 days	0%	Wed 10/15/25	Tue 10/21/25
40	Sidestreet Tie in Modeling	3 days	0%	Wed 10/22/25	Fri 10/24/25
41	Sidewalk & SUP Curb Ramp & Tie-In Design	10 days	0%	Sat 10/25/25	Mon 11/3/25
42	Develop Cross Sections	8 days	0%	Tue 11/4/25	Tue 11/11/25
43	Develop Roadway Plansheets	21 days	0%	Wed 11/12/25	Tue 12/2/25
44	**Develop Drainage Model**	**63 days**	**0%**	**Fri 8/15/25**	**Thu 10/16/25**
45	Confirm Offsite Drainage Areas	7 days	0%	Fri 8/15/25	Thu 8/21/25
46	Confirm Outfall Locations	7 days	0%	Fri 8/22/25	Thu 8/28/25
47	Develop Overall System Hydrology for Outfalls	10 days	0%	Fri 8/29/25	Sun 9/7/25
48	Develop HEC HMS and HEC RAS models for crossing	21 days	0%	Fri 8/22/25	Thu 9/11/25
49	Develop Internal Hydrology Calcs	14 days	0%	Fri 8/29/25	Thu 9/11/25
50	Develop Storm Drain Systems	14 days	0%	Fri 9/12/25	Thu 9/25/25



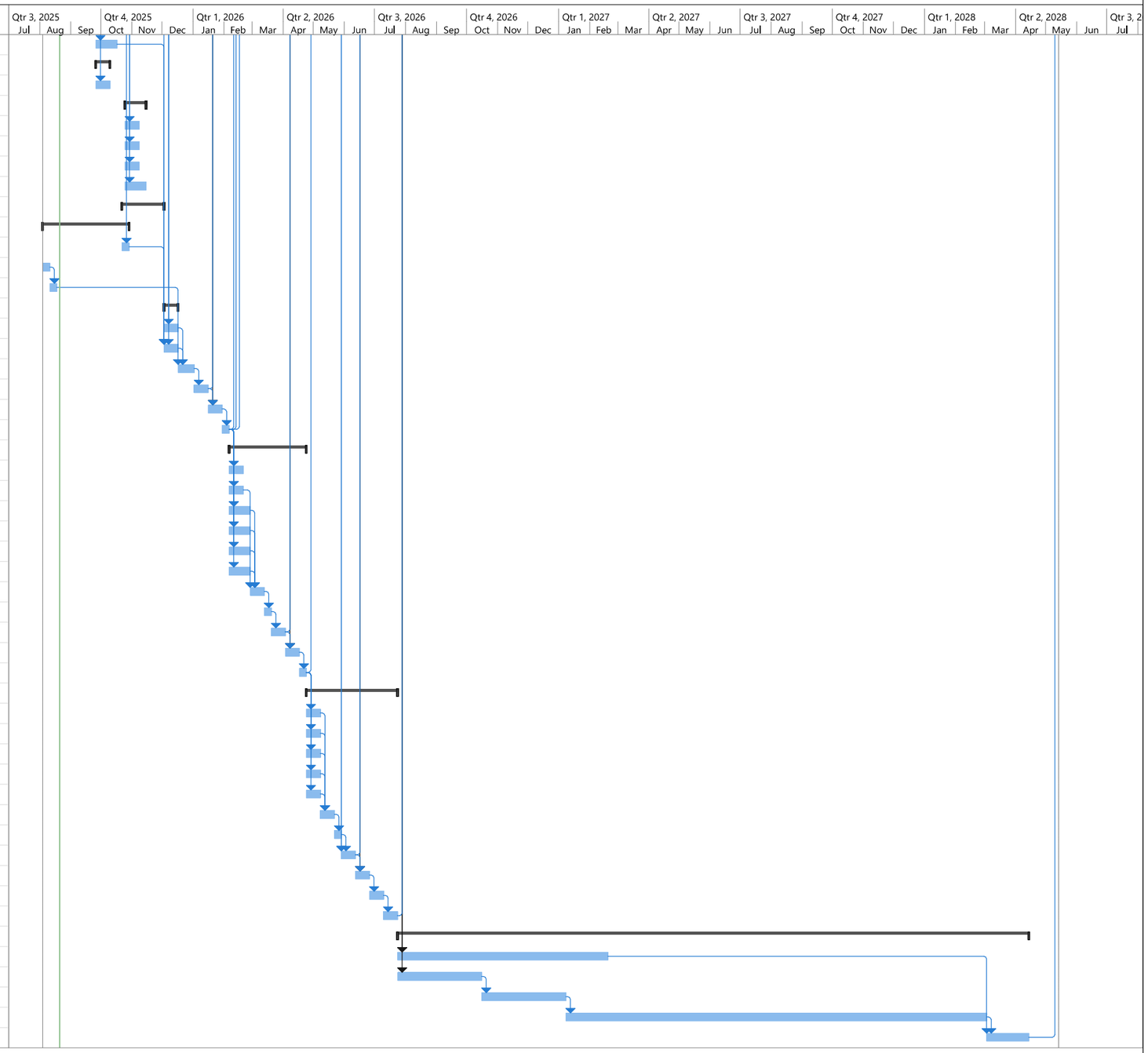
Project: Six Creeks Blvd
PS&E Design and Construction
Date: Thu 8/21/25

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Page 1 of 1

Attachment C - Work Schedule

ID	Task Name	Duration	% Complete	Start	Finish
51	Develop Drainage Plansheets	21 days	0%	Fri 9/26/25	Thu 10/16/25
52	**Develop Detention Design**	**14 days**	**0%**	**Fri 9/26/25**	**Thu 10/9/25**
53	Develop Detention Design	14 days	0%	Fri 9/26/25	Thu 10/9/25
54	**Develop SPM/Illumination/Traffic Analysis**	**21 days**	**0%**	**Sat 10/25/25**	**Fri 11/14/25**
55	Develop Pavement Marking and Signage Design	14 days	0%	Sat 10/25/25	Fri 11/7/25
56	Develop Illumination Design	14 days	0%	Sat 10/25/25	Fri 11/7/25
57	Develop SPM/Illumination Plan Sheets	14 days	0%	Sat 10/25/25	Fri 11/7/25
58	Conduct Traffic Analysis	21 days	0%	Sat 10/25/25	Fri 11/14/25
59	**Develop Utility Design**	**42 days**	**0%**	**Wed 10/22/25**	**Tue 12/2/25**
62	**Develop Traffic Control Plan/Construction Phasing**	**86 days**	**0%**	**Mon 8/4/25**	**Tue 10/28/25**
63	Develop TCP Phasing Design	7 days	0%	Wed 10/22/25	Tue 10/28/25
64	Develop TCP Intersection Phasing	7 days	0%	Mon 8/4/25	Sun 8/10/25
65	Develop TCP Plansheets	7 days	0%	Mon 8/11/25	Sun 8/17/25
66	**Develop Quantities & Submittal Package**	**14 days**	**0%**	**Wed 12/3/25**	**Tue 12/16/25**
67	Develop General Plansheets	14 days	0%	Wed 12/3/25	Tue 12/16/25
68	Quantity Takeoffs	14 days	0%	Wed 12/3/25	Tue 12/16/25
69	Constructability Review and QA/QC	16 days	0%	Wed 12/17/25	Thu 1/1/26
70	Develop 60% Design PS&E Deliverables	14 days	0%	Fri 1/2/26	Thu 1/15/26
71	City 60% Design Review	14 days	0%	Fri 1/16/26	Thu 1/29/26
72	60% Design Comment Review Coordination	7 days	0%	Fri 1/30/26	Thu 2/5/26
73	**90% PS&E Design**	**77 days**	**0%**	**Fri 2/6/26**	**Thu 4/23/26**
74	Update Roadway Model	14 days	0%	Fri 2/6/26	Thu 2/19/26
75	Address Roadway Comments and Update Grading Details	14 days	0%	Fri 2/6/26	Thu 2/19/26
76	Address H&H, Culvert/Storm Drain Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
77	Address Utility and Detention Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
78	Address Traffic Control Plan/Construction Phasing Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
79	Address SPM/SW3P/Illumination/Traffic Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
80	Develop/Update Plansheets, Standards, and Quantities	14 days	0%	Fri 2/27/26	Thu 3/12/26
81	Constructability Review and QA/QC	7 days	0%	Fri 3/13/26	Thu 3/19/26
82	Develop 90% Design PS&E Deliverables	14 days	0%	Fri 3/20/26	Thu 4/2/26
83	City 90% Design Review	14 days	0%	Fri 4/3/26	Thu 4/16/26
84	90% Design Comment Review Coordination	7 days	0%	Fri 4/17/26	Thu 4/23/26
85	**Final PS&E Design**	**91 days**	**0%**	**Fri 4/24/26**	**Thu 7/23/26**
86	Address Roadway Comments and Update Grading Details	14 days	0%	Fri 4/24/26	Thu 5/7/26
87	Address H&H, Culvert/Storm Drain Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
88	Address Utility and Detention Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
89	Address Traffic Control Plan/Construction Phasing Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
90	Address SPM/SW3P/Illumination Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
91	Develop/Update Plansheets, Standards, and Quantities	14 days	0%	Fri 5/8/26	Thu 5/21/26
92	Constructability Review and QA/QC	7 days	0%	Fri 5/22/26	Thu 5/28/26
93	Develop Final Design PS&E Deliverables	14 days	0%	Fri 5/29/26	Thu 6/11/26
94	City Final Design Review	14 days	0%	Fri 6/12/26	Thu 6/25/26
95	Final Design Comment Review Coordination	14 days	0%	Fri 6/26/26	Thu 7/9/26
96	Address Final Design PS&E Comments	14 days	0%	Fri 7/10/26	Thu 7/23/26
97	**Construction Phase**	**630 days**	**0%**	**Fri 7/24/26**	**Thu 4/13/28**
98	Utility Relocations	210 days	0%	Fri 7/24/26	Thu 2/18/27
99	Bid Phase	84 days	0%	Fri 7/24/26	Thu 10/15/26
100	Project Award and NTP	84 days	0%	Fri 10/16/26	Thu 1/7/27
101	Roadway Construction	420 days	0%	Fri 1/8/27	Thu 3/2/28
102	Final Punchlist	42 days	0%	Fri 3/3/28	Thu 4/13/28



Project: Six Creeks Blvd
PS&E Design and Construction
Date: Thu 8/21/25

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDC No. 1910-1 (1996 Edition)
Revised by City of Killeen 3/03/04

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____("Effective Date") between the CITY OF KILLEEN ("OWNER") and Pape-Dawson Engineers, ILLC("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows: To provide engineering services for Mohawk Dr as described in Exhibit A of this contract in the amount of $1,417,641.58

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services*. OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services*. OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses*. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices*. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related

charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices*. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs*. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the

performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause*,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive

Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application* for Payment--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contrac*t--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the

Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

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

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

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. PCB's--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

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

40. Supplementary Conditions--That part of the Contract Documents which amends or supplements the General Conditions.

41. Total Project Costs--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly

construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services"

B. Exhibit B, "OWNER's Responsibilities"

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses"

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative"

E. Exhibit E, "Notice of Acceptability of Work"

F. Exhibit F, "Construction Cost Limit"

G. Exhibit G, "Insurance"

H. Exhibit H, "Special Provisions"

I. Exhibit I, "DBE Goal"

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

By signing this contract, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen

By: Kent Cagle

Title: City Manager

Date Signed:

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Andrew Zagars, P.E.,

Title: City Engineer

ENGINEER: Pape-Dawson Engineers, ILLC

By: Brian Allen

Title: Vice President

Date Signed: 9/16/2025

Address for giving notices:

10801 N MoPac Expy

Bldg 3, Suite 200

Austin, Tx 78759

Designated Representative (paragraph 6.02.A):

Title:

Phone Number: 254-616-3179	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address: azagars@killeentexas.gov	E-Mail Address:

This is **EXHIBIT A**, consisting of 23 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____ _____, _____.

Initial:
OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – Pape-Dawson Proposal Dated August 22, 2025 (See Next Page)

PAPE–DAWSON

August 22, 2025

Andrew Zagars, P.E.
City of Killeen
3201-A S.W.S. Young Drive
City of Killeen, Texas 76542

Re: City of Kileen - Mohawk Drive

Dear Mr. Zagars:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

Project Limits
The project limits are from Bunny Trail to Castle Gap Drive for approximately 0.65 miles.

Proposed Facility
The proposed roadway is a 3-lane roadway with design accounting for widening to 5 lanes in the future as needed. The road will include curb and gutter, turn lanes, 6' sidewalk, bike lanes, underground drainage, landscaping including street trees, and a bridge crossing the tributary to Reese Creek.

Design Criteria
The proposed design criteria for the project will be developed from the City of Killeen, Bell County, and TxDOT design criteria. It is anticipated that in most cases, the most stringent of the Design Criteria will be applied.

I. MANAGING CONTRACTED/DONATED PE (FC 110) $156,010.00

Project Management and Administration

- **Communication:**
  - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the City and its representatives.
- **Monthly Progress Report, Invoices, and Billings (10 months assumed):**
  - Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be submitted to the City.

  - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.
- **Quality Assurance and Quality Control (QA/QC) Plan:**
  - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
  - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.
- **Project Coordination & Administration:**
  - Prepare and maintain routine project record keeping including records of meetings and minutes.
  - Correspondence and coordination will be handled through & with the concurrence of the CITY.
  - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to project-related inquiries.
- **Progress/Coordination Meetings (3 external meetings assumed):**
  - Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
  - Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
  - Conduct internal coordination meetings as required to advance the development of the project.
- **Project Schedule:**
  - Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

Bidding Phase Services

- **Bidding Phase Services:**
  - Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

Deliverables:

- Letter of Recommendation for Award, with Bid Tabulation.

II. ENVIRONMENTAL COMPLIANCE (FC 120) $29,540

Environmental Coordination

- **Environmental Project Management and Coordination**
  This item represents an allowance for time not specifically required for deliverable preparation:
  - Coordinate project team to meet schedule and deliverables.
  - Environmental staff attendance at four (4) coordination meetings.
- **Endangered Species Act Compliance:**
  - A US Fish and Wildlife Service (USFWS) permitted biologist familiar with the habitat requirements for species listed by the USFWS as having the potential to occur on the subject property will conduct a reconnaissance site visit. Based on the site visit and aerial photography, the likelihood of occurrence of species on the property is to be assessed.
  - A report will be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential. The report will include a map delineating the area that may be suitable for the listed species.
  - FEMA requires documentation of compliance with the minimum Endangered Species Act requirements before it will process a CLOMR.
    - An Endangered Species Act Compliance Letter / "Take" Assessment to be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential.
    - In collaboration with the civil engineering team, a US Fish and Wildlife (USFWS) permitted biologist familiar with the habitat requirements for the local endangered species to prepare the FEMA-required letter.
- **Section 404 Clean Water Act Compliance:**
  - Conduct a jurisdictional waters delineation on the subject property, following guidelines from the US Army Corps of Engineers (USACE), including the 1987 Wetland Delineation Manual.
  - Prepare a Jurisdictional Waters Delineation Report including a map of areas that would potentially be under the jurisdiction of the USACE according to the most recent guidance, data forms, soils, vegetation, and hydrology analysis. A summary of

jurisdictional waters as defined in the Federal Wetland Regulations 33 Code of Federal Regulations (CFR) Part 328 and the Clean Water Act as was done prior to the 2015 rule and incorporating the Sackett Case Supreme Court decision is also to be provided.

- If it is suspected that a a Pre-Construction Notification (PCN)_is required to the USACE; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and Nationwide Permit with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.

- **Cultural Resources Regulatory Compliance:**
  - For projects located on land owned by a political subdivision or agency of the state, compliance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26) as implemented by the Texas Historical Commission is required.
  - For projects anticipating federal funding, permitting, and/or licensing, compliance with Section 106 of the National Historic Preservation Act (16 United States Code 470) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) as overseen by the THC and lead federal agency is required. This includes coordination with the State Historic Preservation Officer (SHPO) and any affiliated or consulting Tribal Nations as part of the federal agency's responsibilities.
  - In addition, projects with the potential to impact human remains and/or graves, must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).

As the proposed project area is to be utilized as public ROW and may require permitting through the USACE, the following scope of work is intended to provide compliance with the ACT and Section 106 of the NHPA.

- Agency Consultation Letter
  - As part of the project planning process prior to project construction, Pape-Dawson cultural resources staff to prepare a consultation letter for the lead regulatory agency summarizing the existing conditions OR verifying the project meets the requirements of Antiquities Code of Texas (Subchapter A, Sec. 191.0525[d]) and to provide concurrence with recommendations that no cultural resources survey is needed.

    Notes:

    i. ***Additional services that may be required for potential USACE PCN (including Archaeological Permit Acquisition, Cultural Resource Survey, and Indirect Effects Analysis) would be conducted under a supplemental work authorization.***

Deliverables:

- Endangered Species Habitat Assessment
- FEMA Endangered Species Act Compliance Letter / “Take” Assessment

- Jurisdictional Waters Delineation Report
- Agency Consultation Letter

III. SUBSURFACE UTILITY ENGINEERING (FC 130) $5,546.58

- **See attached proposal in Exhibit A**

IV. GEOTECHNICAL SERVICES (FC 140) $11,500.00

- **See attached proposal in Exhibit B**

V. DESIGN SURVEY (FC 150) $77,925.00

- **Design Surveying**
  - Pape-Dawson will establish 4 primary control points, 12 aerial targets and 25 ground truthing points, with coordinates labeled, in the MicroStation 2D file, based on the North American Datum of 1983, (NA2011), epoch 2010, from the Texas State Plane Coordinate System established for the Central Zone and the North American Vertical Datum of 1988 (GEOID 12B).
  - Locate existing visible and above ground utilities along designated route.
  - Acquire invert elevations of Storm Sewer, Wastewater Manholes and inlet boxes where accessible.
  - Detail culvert crossing at Bunny Trail and South Clear Creek Road.
  - Supplement LIDAR topographic information where needed.
  - Locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, locate property boundaries sufficient to re-establish apparent ROW.
- **Right-of-Way Parcels (2 parcels assumed)**
  - From deed research and data from the field survey, Pape-Dawson will analyze the results of the survey and perform computations related to the analysis of existing Right-of-Way and property boundary sufficient to prepare Parcels for ROW acquisition purposes. Parcel plats will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW and proposed ROW. Final ROW documents shall be submitted at a later date once review comments have been received from the City.

  - The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.

  - Pape-Dawson will prepare a field note (metes and bounds) description for each of the 2 parcels. A closure computation will be prepared for each of the descriptions.

  - To assure the accuracy of the documents, Pape-Dawson will review the descriptions while all details are compared to ROW plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups

will be made and corrections completed.

- All of the above-described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all ROW survey documents, Pape-Dawson will make necessary corrections. The final ROW documents will then be delivered to the City.

- **LiDAR Surveying:**
  Complete a control, improvement, topographic, and utility survey within approximately 6.8 miles of Mohawk Drive from the Bunny Trail Road to Castle Gap Drive in Killeen, TX. Also, complete a control and topographic survey within a corridor crossing Mohawk Drive approximately 6.8 miles long starting approximately 0.3 miles south of S Clear Creek Rd and ending approximately 0.2 miles north of Alamocitos Drive.
  - Targets for aerial LiDAR will be set at approximately 1,700' intervals within the project limits. They will consist of chevron targets with a PK nail set on the inside corner of the chevron.
  - Ground truthing shots will be collected throughout the project area over a diversity of land cover types.
  - The acquired LiDAR data will be calibrated to control targets set on the project.
  - The calibrated LiDAR will be checked against the ground truthing shots to ensure the calibration is holding to control. At this point the data will be approved for production.
  - A ground truthing and calibration report will be produced as evidence of the calibration accuracy showing the expected accuracy of the LiDAR data within the project limits.
  - Topographic data will be extracted from the LiDAR point cloud and a MicroStation 3D DTM drawing and associated LandXML tin file will be generated.
  - The final DTM will be checked against the ground truthing points to ensure the extracted data is accurately representing the calibrated LiDAR data.
  - Conventional survey will be supplemented where lidar data cannot be completed.
  - Existing improvements will only be collected from the project data along Mohawk Drive.

Deliverables:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- PDF of each Surveyor Project Notebook

VI. ROADWAY DESIGN – ROADWAY (FC 160) $301,400.00

Roadway Sheet Development

- **The Engineer shall develop the following roadway sheets:**
  - Title Sheet
  - Index Sheet
  - General Notes
  - Quantity Summaries

- Typical Sections
- Plan and Profile Sheets
- Intersection Grading Details
- Misc. Roadway Details
- Construction Standards

Roadway Model Development

The Engineer shall use the current versions of Bentley Openroads Designer at the time the task order is executed. However, the Owner may approve the use of other versions.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by TxDOT. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the Owner. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, and direct connectors.

- **The plan view must contain the following design elements:**
  - Calculated roadway centerlines for mainlanes, and cross streets. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
  - Pavement edges for all improvements
  - Lane and pavement width dimensions.
  - The geometrics of ramps, auxiliary and managed lanes.
  - Proposed structure locations, lengths, and widths.
  - Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
  - Drawing scale shall be 1” =100’
  - Control of access line, ROW lines, and easements.
  - Begin and end superelevation transitions and cross slope changes.
  - Limits of riprap, block sod, and seeding.
  - Existing utilities and structures.
  - Benchmark information.
  - Metal beam guard fence locations
  - Radii call outs, curb location, Concrete Traffic Barrier (CTB), crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
- **The profile view must contain the following design elements:**
  - Calculated profile grade for proposed mainlanes (cite direction), cross streets, and frontage roads, if applicable. Vertical curve data, including “K” values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
  - Existing and proposed profiles along the proposed centerline of the mainlanes, the outside shoulder line of ramps, and the outside gutter line of the designated (north, south, east, or west) bound frontage roads.
  - Drawing vertical scale to be 1” =10’.

- The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.
- The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and Americans with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.
- The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard TxDOT format on 11”x17” sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

Deliverables:

- The Engineer shall submit electronic files for each submittal at the 60%, 90%, and final. The Engineer shall also submit the current OpenRoads generated 3D corridor model for each submittal.

Plans

- The Engineer shall provide the following information at the following submittals:
  - 60% Plans Submittal
    - Electronic submittal
    - Estimate of construction cost.
    - Engineer’s internal QA and QC markup set.
    - Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.
    - A Preliminary 3D corridor model, in the most current format, created using Bentley’s OpenRoads tools, and with detail to verify the design of the 30% plan sheets.
    - Electronic set–Bridge Class Culvert Plan and Profile sheets and Hydrology & Hydraulics sheets, include project title sheet and project layout sheet.
    - A preliminary 3D corridor model, in the most current format, created using Bentley’s OpenRoads tools, and with detail to verify the design of the Bridge and Retaining Wall layouts.
  - Review Submittal (90%)

- Electronic set for review
- Estimate of construction cost.
- Marked up general notes
- Construction schedule.
- List of governing Specifications and Special Provisions in addition to those required.
- Triple Zero Special Provisions.
- Temporary road closure letters.
- Engineer's internal QA and QC marked-up set.
- Other supporting documents.
- A detailed 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 60% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the Owner.

- Final submittal (100%)
  - 1 paper set 11" x 17"
  - Revised supporting documents from 90% review comments.
  - A final 3D corridor model, in the most current format created using Bentley 's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the Owner.
  - A final 3D earthwork model in either .XML or. ICM format (as directed by the Owner) created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the Owner.
- Electronic Copies
  - The Engineer shall furnish the Owner with a flash drive or USB hard drive of the final plans in the format of current CADD system used by the Owner, and shall also provide as a .pdf format and upload to the file management system.
  - The Engineer shall also provide a separate flash drive or USB hard drive containing cross section information (in dgn, XLR, & ASCII formats) for the contractor to use.
  - The Engineer shall provide an electronic copy of MS Project, Primavera, or the latest scheduling program used by the Owner for construction time estimate.
  - With the approval of the Owner, and in lieu of the above, the Engineer may maintain the project files in the Owner's file management system.

VII. ROADWAY DESIGN – Storm Drain (FC 161) $258,920.00

Data Collection

- The Engineer shall provide the following data collection services:
  - Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
  - Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall

history for the area. Sources of data collected must include, but are not limited to, the City, State, County, and Federal Emergency Management Agency (FEMA).
- Review survey data and coordinate any additional surveying needs with Owner.
- Present existing drainage structures in a 3D corridor MicroStation model.
- Submit a letter report to the Owner Project Manager detailing completion of data collection.

Storm Drain Sheet Development

- The Engineer shall provide the following services:
  - Prepare the PS&E package in accordance with the applicable requirements of the Owner's specifications, standards, and manuals, including the TxDOT PS&E Preparation Manual. Include the following sheets and documents, as appropriate:
    - Hydrologic Data Sheets
    - Hydraulic Data Sheets
    - Scour Data Sheets (if applicable)
    - Culvert Layout Sheets
    - Storm Drain Plan/Profile Sheets
    - Storm Drain Lateral Sheets at the 90% and Final Submittals
    - Detention Pond Layouts
    - Detention Pond Details
    - Roadway Plan & Profile Sheets if applicable.
    - Main Culvert Crossing Plan and Profile Sheet
    - All other relevant sheets
  - Prepare culvert cross sections and identify each cross-section's station location.
  - Identify areas requiring trench protection, excavation, shoring and de- watering.
  - Prepare drainage area maps.
  - If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.
  - Select any necessary standard details from the TxDOT or City of Killeen lists of standards for items such as inlets, manholes, junction boxes and end treatments.
  - Prepare details for non-standard inlets, manholes and junction boxes.
  - Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
  - Identify pipe strength requirements.
  - Prepare drainage facility quantity summaries.
  - Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
  - Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
  - Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
  - Locate soil borings every 500 feet along the storm sewer alignment and take piezometric readings at 2000 feet intervals.

- Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.
- Develop a 3D model of the proposed drainage structures using the SUDA capabilities of the GeoPak/OpenRoads Product.
- Develop layouts for the following:
  - Subsurface drainage at retaining walls.
  - Outfall channels within existing ROW.
  - Bridge deck drainage systems, including internal drainage piping within the bents where required on structures.
  - Detention ponds associated outlet structures, and details, if applicable. If information is not available at the time of initial scoping, this work shall be considered as additional work.

Storm Drain Modelling

- The Engineer shall provide the following services:
  - Design and analyze storm drains using software as approved by the Owner.
  - Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with local drainage ordinances, the TxDOT Hydraulic Design Manual, and any specific guidance provided by the Owner. Storm drain design software shall be selected as directed by the task order.
  - Determine hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
  - Calculate manhole head-losses. Compute manhole head losses as per FHWA's HEC-22.
  - Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the Engineer. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20% 10%, 4%, and 1%, and AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the Engineer shall evaluate the hydraulic grade-line throughout the whole system, within project limits, for the design frequency or frequencies. The Engineer shall coordinate with the Owner any proposed changes to the detention systems.
  - Identify areas requiring trench protection, excavation, shoring, and de-watering.

VIII. FUNCTION CODE 160(162) - ROADWAY DESIGN – $40,160.00

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

Signing and Pavement Marking Design

- The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the Owner (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:
  - Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
  - Designate the shields to be attached to guide signs.
  - Illustrate and number the proposed signs on plan sheets.
  - Select each sign foundation from State Standards.

- The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the Owner (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and Owner standards.

- The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.

- The Engineer shall provide the following information on sign and pavement marking layouts:
  - Roadway layout.
  - Center line with station numbering.
  - Designation of arrow used on exit direction signs
  - Culverts and other structures that present a hazard to traffic.
  - Location of utilities.
  - Existing signs to remain, to be removed, to be relocated or replaced.
  - Proposed signs (illustrated, numbered and size).
  - Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
  - Proposed overhead sign bridges, indicating location by plan.
  - Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
  - Quantities of existing pavement markings to be removed.
  - Proposed delineators, object markers, and mailboxes.
  - The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
  - The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
  - Right-of-way limits.
  - Direction of traffic flow on all roadways.

IX. ROADWAY DESIGN – MISCELLANEOUS ROADWAY (FC 163) $224,080.00

Traffic Control Plan

- The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The Engineer shall:
  - Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
  - Coordinate with the Owner in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the Owner in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.
  - Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the Owner in the event existing access must be eliminated and must receive approval from the Owner prior to any elimination of existing access.
  - Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
  - Prepare each TCP in coordination with the Owner. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
  - Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the Owner.
  - Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of- Entry, the Engineer shall notify the Owner in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
  - Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, culverts, bridges, railing,

illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

- Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- Identify and delineate any outstanding ROW parcels.
- Delineate areas of wetlands on traffic control plans.
- Design the TCP phasing by creating a phased 3D corridor model.
- Road closures should be avoided. If a road closure is determined to be necessary a Detour Layout and estimated closure duration shall be provided to the Owner for approval.

Illumination

- The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary Owner approved manuals for design of continuous lighting and safety lighting for all conventional, high-mast, and underpass lighting. The Engineer shall include safety lighting as part of each design on each flashing beacon and traffic signal. The Engineer shall provide a preliminary layout for initial review and approval by the Owner. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. Underpass lighting must be used on all structures within each project. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the Owner to determine the location of proposed high-mast, conventional, and underpass lighting.

- Routes selected by Owner will install City approved, Dark Sky-compliant lighting with aesthetically pleasing poles per City code.

Storm Water Pollution Prevention Plans (SWP3)

- The Engineer shall develop SWP3, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SWP3 must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control. The SW3P sheets must also include blanks to indicate placement and removal dates of all BMPs within the plan.

Specifications and General Notes

- The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the TxDOT Waco District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. In addition, the Engineer shall include applicable Owner general notes. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

Constructability Review

- The Engineer shall provide Independent Quality Review of the constructability of the PS&E sets.

- The Engineer shall perform constructability reviews at major project design milestones (e.g. 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work and Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the Owner at major project design milestone submittals.

Deliverables:

- 60%, 90%, & Final Plansheet Submittals including applicable Williamson County Submittal Checklists.
- Engineer's Opinion of Probable Construction Cost
- Design Summary Form
- MicroStation OpenRoads Designer final design files
- Cross Sections
- Final Surface DTM
- Estimated Construction Schedule

X. DRAINAGE STUDY (FC 170) $140,910.00

Bridge Hydrologic & Hydraulic (H&H) Modeling – Flood Study

- **Data Collection and Coordination:**
  - Perform one (1) site visit to observe field conditions.
  - Coordinate with City of Killeen floodplain administrator on drainage analysis solution
  - Review and collect data related to drainage issues at 2 locations (approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive)
  - Collect latest FEMA model, Flood Insurance Rate Mas (FIRM), Flood Insurance Study (FIS) data, Atlas 14 precipitation data, pertinent land use and soils data, publicly available topographic data, and other best available models.
- **Hydrologic and Hydraulic Analysis:**
  - Obtain and run best available hydrologic model using the latest applicable version of HEC-HMS. Update model with Atlas 14 precipitation data and latest existing and future land use data. Rerun HMS model to analyze proposed bridge or bridge class culvert (BCC).

- Obtain and run best available hydraulic model using the latest applicable version of HEC-RAS. Update model with latest topographic data beginning just upstream of the Alamocitos Creek Drive crossing and continuing approximately 4000 LF of channel downstream of Alamocitos Creek Drive. Incorporate update hydrologic model data, and run the RAS model to establish an existing and future conditions hydraulic model.
- Use HEC-RAS to analyze and design the proposed Mohawk Drive floodplain crossing (likely a Bridge Class Culvert, or BCC) to convey the 100-year storm event. Assumes maximum 2 options.
- Perform no-rise analysis including assessment of compensatory storage requirements for the 100-year storm event.
- Perform scour analysis or energy dissipation calculations for the preferred crossing alternative.
- Prepare a H&H/drainage summary report, including exhibits, calculations, and narratives.
- Submit report and models to the City and revies based on review comments.

- **Conditional Letter of Map Revision (CLOMR)**
  - **CLOMR Modeling and Documentation:**
    - Use the effective FEMA model for NRC Trib 1 and develop duplicate effective, corrective effective, and proposed conditions models using HEC-HMS and HEC-RAS.
    - Prepare hydrologic information concerning storm water runoff rates in NRC Trib 1 in this area for the 2/5/10/25/50/100/500-year storm events.
    - Use HEC-RAS to perform hydraulic calculations for the various runoff rates for existing and proposed conditions.
    - Prepare forms required by FEMA.
    - Prepare the documents consisting of calculations, forms, and drawings, and submit to City of Killeen and FEMA for review.
    - Provide official notification of proposed floodplain changes in local newspaper or through individual notification letter.
    - FEMA CLOMR submittal fees and newspaper publication fees will be billed as a direct expense to the City.

- **CLOMR Review Coordination:**
  - Monitor the CLOMR review by the City and FEMA, including response to comments.
  - Assumes two (2) comment letters for each of the City and FEMA.

- **Plans, Specifications, & Estimates (PS&E)**
  - **Bridge Class Culvert (BCC) H&H Plans**
    - Prepare hydraulic data sheet (1 sheet, Bridge/BCC only)
    -
    - Prepare BCC plan and profile sheet. Develop energy dissipatior detail sheet (1 sheet)
    - Prepare channel grading sheets (1-2 sheets).

- Prepare grading/channel non-standard detail sheet (1 sheet)
- Develop ORD model for channel grading.
- Includes 60/90/100% submittal preparation and QA/QC of bridge/BCC design.

Deliverables:

- H&H/drainage summary report (Flood Study).
- Conditional Letter of Map Revision (CLOMR)
- Bridge/BCC Hydraulic Plans, Specifications, & Estimates (PS&E)
- Applicable GIS, Hydrologic and Hydraulic Models or CAD files referenced in the drainage study.

Exclusions:

- A LOMR is not included in the scope for this project. This is anticipated to be required after construction is completed, and this can be provided with an additional service request (ASR).

XI. UTILITY DESIGN (FC 180) $119,810.00

The proposed project improvements and detailed design consist of:

- The design of approximately 3,400 linear feet of 12" waterline. Preparation of engineering drawings and specifications for the improvements to submit for public bid as part of the overall roadway design.
- Collect and review existing data and record drawings for existing waterlines on Bunny Trail, Castle Gap Drive, Angle Drive, Brushy Creek Drive, and Guadalupe Drive for connection of the proposed waterline to the existing infrastructure.
- Design under the floodway to be installed via bore.
- Proposed 12" waterline to include fire hydrants spaced approximately 1,000 feet apart.
- Design to include coordination with City Staff to identify proposed locations for connection to future development.
- Preparations of quantity estimates and engineer's cost estimation.
- Permitting with the Texas Commission on Environmental Quality (TCEQ) and the City of Killeen.

XII. TRAFFIC STUDY (FC 190) $26,540.00

Traffic Study

- **Traffic Operational Analysis and Report:**
  - Conduct traffic study for the proposed Mohawk Drive roadway between Bunny Trail and Castle Gap Drive. Traffic counts will be collected as documented below:
    - 24-hour tube counts will be collected at the following locations to determine the daily volumes:
      a. Bunny Trail between Privet Dr and Rockwall Dr
      b. Bunny Creek Drive, north of Monague County Drive

- 12-hour turning movement volumes will be gathered (7:00 AM – 7:00 PM) at the following intersections:
  a. Bunny Trail at Breeder Ln/Alamocitos Creek Dr
  b. Bunny Trail at Privet Drive
  c. Bunny Trail at Rockwall Drive

Notes:

i. The collection of the traffic data will be subcontracted and will be billed as a Direct Expense, and as such, is not included in the fee. An estimated budget amount of $3,800.00 is anticipated for the traffic data collection listed above.

- Traffic Operational Analysis will be performed for existing and future build conditions. Traffic volumes for existing conditions will be based on collected traffic counts and traffic volume projections will be developed for future conditions based on expected growth rate and future developments (if any).
- The traffic study analysis, findings and recommendations and the traffic counts and field data, along with our recommendations, will be summarized in a study report. If desired, a draft report will be submitted to the client for review and comment. Upon receipt of client comments, the report will be revised as appropriate and submitted to TxDOT and the City of Killeen. One (1) meeting with the City of Killeen is included in this scope to discuss our findings and to potentially speed the review process.

Notes:

i. Traffic data collection to be billed as a direct expense, estimated at $3,800

ii. Traffic data will be gathered at the discretion of the engineer.

iii. Traffic design services, or detailed pre-design analysis services, if needed, will be provided at an additional cost.

iv. It is presumed that no revisions to the study due to comments received by the client and/or reviewing agency will require additional data collection or analysis. If such is the case, an Additional Services Request (ASR) will be prepared outlining the additional tasks and associated fee.

v. The scope of work assumes one (1) 2-hour meeting with the City. If additional meetings are required, then that time will be billed on a time and materials basis.

Deliverables:

- Traffic Operational Analysis Report

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- *Proposal assumes creek crossing requires multiple box culverts and not a bridge. An ASR for structural services will be required if H&H studies indicate that a bridge is required.*

SUMMARY OF SCOPE AND FEES

I.	Managing Contracted/Donated PE	FC 110 (110)	$156,010.00
II.	Environmental Compliance	FC 120 (120)	$29,540.00
III.	Subsurface Utility Engineering	FC 130 (130)	$5,546.58
IV.	Geotechnical Services	FC 140 (140)	$11,500.00
V.	Design Survey	FC 150 (150)	$77,925.00
VI.	Roadway Design - Roadway	FC 160 (160)	$301,400.00
VII.	Roadway Design – Storm Drain	FC 160 (161)	$258,920.00
VIII.	Roadway Design – Signing, Pavement Markings and Signalization	FC 160 (162)	$40,160.00
IX.	Roadway Design – Miscellaneous (Roadway)	FC 160 (163)	$224,080.00
X.	Drainage Study	FC 170 (170)	$140,910.00
XI.	Utility Design	FC 180 (180)	$119,810.00
XII.	Traffic Study	FC 190 (190)	$ 26,540.00
XIII.	Direct Expenses and Unit Cost Expenses		$25,300.00
		Total:	**$1,417,641.58**

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **$1,417,641.58** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does include any Direct Expenses (defined below) or applicable sales tax on services. If this budget figure is exceeded, PapeDawson may request modification of this Agreement.

AGREEMENT

The attached Terms and Conditions set out as Attachment A are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, ILLC

Brian Allen, P.E., CFM
Associate Vice President

Kevin Young, P.E.
Managing Principal, Central Texas

CITY OF KILLEEN

Signature:_____

Name:_____

Title:_____

Date:_____

CITY OF KILLEEN
ACCOUNTS PAYABLE CONTACT INFO

Name:_____

Address:_____

Phone:_____

Email:_____

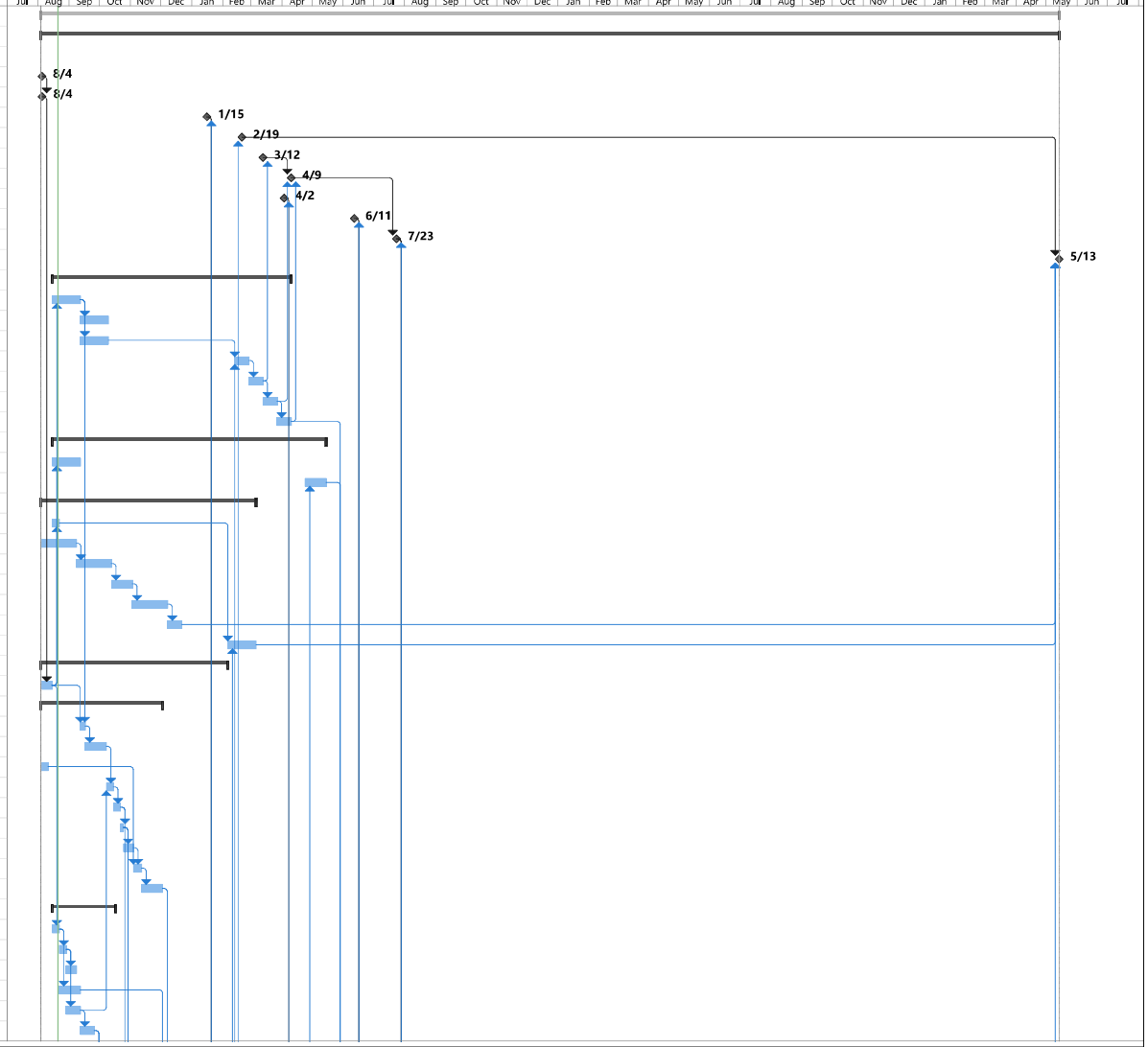
Attachments:
- Attachment A
- Attachment B
- Attachment C
- Attachment D

O:\Marketing\Proposals\Letters\2025\08\250821 (P2522-25).docx

Exhibit A

Attachment C - Work Schedule

ID	Task Name	Duration	% Complete	Start	Finish
0	**Mohawk Dr PS&E Design/Construction Schedule**	**1014 days**	**0%**	**Mon 8/4/25**	**Sat 5/13/28**
1	**PS&E Design**	**1014 days**	**0%**	**Mon 8/4/25**	**Sat 5/13/28**
2	**Milestones**	**1013 days**	**0%**	**Mon 8/4/25**	**Sat 5/13/28**
3	Notice to Proceed (NTP)	0 days	0%	Mon 8/4/25	Mon 8/4/25
4	City Design Kickoff Meeting	0 days	0%	Mon 8/4/25	Mon 8/4/25
5	Submit 60% PS&E Deliverables	0 days	0%	Thu 1/15/26	Thu 1/15/26
6	Public Meeting	0 days	0%	Thu 2/19/26	Thu 2/19/26
7	Submit Draft ROW Acquisition Documents	0 days	0%	Thu 3/12/26	Thu 3/12/26
8	Submit Final Signed & Sealed ROW Acquistion Documents	0 days	0%	Thu 4/9/26	Thu 4/9/26
9	Submit 90% PS&E Deliverables	0 days	0%	Thu 4/2/26	Thu 4/2/26
10	Submit Final PS&E Deliverables	0 days	0%	Thu 6/11/26	Thu 6/11/26
11	Final PS&E Package Approval	0 days	0%	Thu 7/23/26	Thu 7/23/26
12	Contract Termination	0 days	0%	Sat 5/13/28	Sat 5/13/28
13	**Survey**	**238 days**	**0%**	**Fri 8/15/25**	**Thu 4/9/26**
14	Design Survey	28 days	0%	Fri 8/15/25	Thu 9/11/25
15	Gain ROE	28 days	0%	Fri 9/12/25	Thu 10/9/25
16	H&H Survey	28 days	0%	Fri 9/12/25	Thu 10/9/25
17	Additional Boundary Survey	14 days	0%	Fri 2/13/26	Thu 2/26/26
18	Develop Draft ROW Acquisition Documents	14 days	0%	Fri 2/27/26	Thu 3/12/26
19	City Draft ROW Acquisition Document Review	14 days	0%	Fri 3/13/26	Thu 3/26/26
20	Develop Final Signed & Sealed ROW Acquistion Documents	14 days	0%	Fri 3/27/26	Thu 4/9/26
21	**SUE**	**273 days**	**0%**	**Fri 8/15/25**	**Thu 5/14/26**
22	SUE Investigation	28 days	0%	Fri 8/15/25	Thu 9/11/25
23	Develop SUE Deliverables	21 days	0%	Fri 4/24/26	Thu 5/14/26
24	**Environmental and Public Involvment**	**214 days**	**0%**	**Mon 8/4/25**	**Thu 3/5/26**
25	Develop Environmental Constraints Map	7 days	0%	Fri 8/15/25	Thu 8/21/25
26	Cultural Field Investigations	35 days	0%	Mon 8/4/25	Sun 9/7/25
27	Draft Arch/Cultural Resources Report	35 days	0%	Mon 9/8/25	Sun 10/12/25
28	Client/Sponsor/Owner Cultural Resources Report Review	21 days	0%	Mon 10/13/25	Sun 11/2/25
29	Regulatory Cultural Resources Review (State Compliance)	35 days	0%	Mon 11/3/25	Sun 12/7/25
30	Final Cultural Resources Report	14 days	0%	Mon 12/8/25	Sun 12/21/25
31	Facilitate Environmental Public Involvment	28 days	0%	Fri 2/6/26	Thu 3/5/26
32	**60% PS&E Design**	**186 days**	**0%**	**Mon 8/4/25**	**Thu 2/5/26**
33	Project Setup & Data Collection	10 days	0%	Tue 8/5/25	Thu 8/14/25
34	**Develop Roadway Model**	**121 days**	**0%**	**Mon 8/4/25**	**Tue 12/2/25**
35	Develop Alignment	5 days	0%	Fri 9/12/25	Tue 9/16/25
36	Develop Preliminary Corridor Model	21 days	0%	Wed 9/17/25	Tue 10/7/25
37	Develop Intersection Grading	7 days	0%	Mon 8/4/25	Sun 8/10/25
38	Develop Roadside Ditches	7 days	0%	Wed 10/8/25	Tue 10/14/25
39	Adjust Profile for Drainage Structures	7 days	0%	Wed 10/15/25	Tue 10/21/25
40	Sidestreet Tie in Modeling	3 days	0%	Wed 10/22/25	Fri 10/24/25
41	Sidewalk & SUP Curb Ramp & Tie-In Design	10 days	0%	Sat 10/25/25	Mon 11/3/25
42	Develop Cross Sections	8 days	0%	Tue 11/4/25	Tue 11/11/25
43	Develop Roadway Plansheets	21 days	0%	Wed 11/12/25	Tue 12/2/25
44	**Develop Drainage Model**	**63 days**	**0%**	**Fri 8/15/25**	**Thu 10/16/25**
45	Confirm Offsite Drainage Areas	7 days	0%	Fri 8/15/25	Thu 8/21/25
46	Confirm Outfall Locations	7 days	0%	Fri 8/22/25	Thu 8/28/25
47	Develop Overall System Hydrology for Outfalls	10 days	0%	Fri 8/29/25	Sun 9/7/25
48	Develop HEC HMS and HEC RAS models for crossing	21 days	0%	Fri 8/22/25	Thu 9/11/25
49	Develop Internal Hydrology Calcs	14 days	0%	Fri 8/29/25	Thu 9/11/25
50	Develop Storm Drain Systems	14 days	0%	Fri 9/12/25	Thu 9/25/25



Project: Six Creeks Blvd
PS&E Design and Construction
Date: Thu 8/21/25

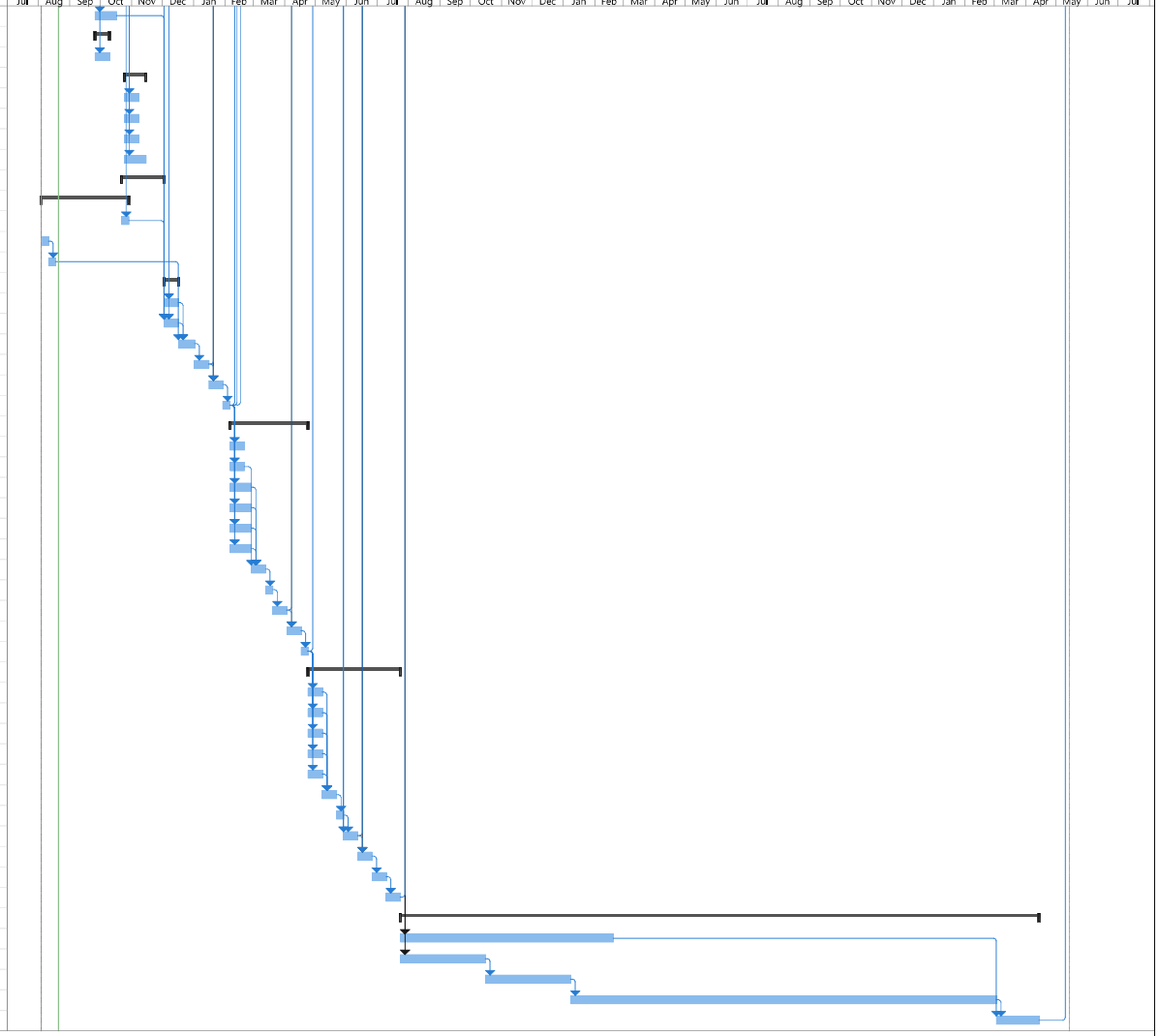
Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1 of 1

Exhibit A

Attachment C - Work Schedule

ID	Task Name	Duration	% Complete	Start	Finish
51	Develop Drainage Plansheets	21 days	0%	Fri 9/26/25	Thu 10/16/25
52	**Develop Detention Design**	**14 days**	**0%**	**Fri 9/26/25**	**Thu 10/9/25**
53	Develop Detention Design	14 days	0%	Fri 9/26/25	Thu 10/9/25
54	**Develop SPM/Illumination/Traffic Analysis**	**21 days**	**0%**	**Sat 10/25/25**	**Fri 11/14/25**
55	Develop Pavement Marking and Signage Design	14 days	0%	Sat 10/25/25	Fri 11/7/25
56	Develop Illumination Design	14 days	0%	Sat 10/25/25	Fri 11/7/25
57	Develop SPM/Illumination Plan Sheets	14 days	0%	Sat 10/25/25	Fri 11/7/25
58	Conduct Traffic Analysis	21 days	0%	Sat 10/25/25	Fri 11/14/25
59	**Develop Utility Design**	**42 days**	**0%**	**Wed 10/22/25**	**Tue 12/2/25**
62	**Develop Traffic Control Plan/Construction Phasing**	**86 days**	**0%**	**Mon 8/4/25**	**Tue 10/28/25**
63	Develop TCP Phasing Design	7 days	0%	Wed 10/22/25	Tue 10/28/25
64	Develop TCP Intersection Phasing	7 days	0%	Mon 8/4/25	Sun 8/10/25
65	Develop TCP Plansheets	7 days	0%	Mon 8/11/25	Sun 8/17/25
66	**Develop Quantities & Submittal Package**	**14 days**	**0%**	**Wed 12/3/25**	**Tue 12/16/25**
67	Develop General Plansheets	14 days	0%	Wed 12/3/25	Tue 12/16/25
68	Quantity Takeoffs	14 days	0%	Wed 12/3/25	Tue 12/16/25
69	Constructability Review and QA/QC	16 days	0%	Wed 12/17/25	Thu 1/1/26
70	Develop 60% Design PS&E Deliverables	14 days	0%	Fri 1/2/26	Thu 1/15/26
71	City 60% Design Review	14 days	0%	Fri 1/16/26	Thu 1/29/26
72	60% Design Comment Review Coordination	7 days	0%	Fri 1/30/26	Thu 2/5/26
73	**90% PS&E Design**	**77 days**	**0%**	**Fri 2/6/26**	**Thu 4/23/26**
74	Update Roadway Model	14 days	0%	Fri 2/6/26	Thu 2/19/26
75	Address Roadway Comments and Update Grading Details	14 days	0%	Fri 2/6/26	Thu 2/19/26
76	Address H&H, Culvert/Storm Drain Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
77	Address Utility and Detention Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
78	Address Traffic Control Plan/Construction Phasing Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
79	Address SPM/SW3P/Illumination/Traffic Comments	21 days	0%	Fri 2/6/26	Thu 2/26/26
80	Develop/Update Plansheets, Standards, and Quantities	14 days	0%	Fri 2/27/26	Thu 3/12/26
81	Constructability Review and QA/QC	7 days	0%	Fri 3/13/26	Thu 3/19/26
82	Develop 90% Design PS&E Deliverables	14 days	0%	Fri 3/20/26	Thu 4/2/26
83	City 90% Design Review	14 days	0%	Fri 4/3/26	Thu 4/16/26
84	90% Design Comment Review Coordination	7 days	0%	Fri 4/17/26	Thu 4/23/26
85	**Final PS&E Design**	**91 days**	**0%**	**Fri 4/24/26**	**Thu 7/23/26**
86	Address Roadway Comments and Update Grading Details	14 days	0%	Fri 4/24/26	Thu 5/7/26
87	Address H&H, Culvert/Storm Drain Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
88	Address Utility and Detention Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
89	Address Traffic Control Plan/Construction Phasing Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
90	Address SPM/SW3P/Illumination Comments	14 days	0%	Fri 4/24/26	Thu 5/7/26
91	Develop/Update Plansheets, Standards, and Quantities	14 days	0%	Fri 5/8/26	Thu 5/21/26
92	Constructability Review and QA/QC	7 days	0%	Fri 5/22/26	Thu 5/28/26
93	Develop Final Design PS&E Deliverables	14 days	0%	Fri 5/29/26	Thu 6/11/26
94	City Final Design Review	14 days	0%	Fri 6/12/26	Thu 6/25/26
95	Final Design Comment Review Coordination	14 days	0%	Fri 6/26/26	Thu 7/9/26
96	Address Final Design PS&E Comments	14 days	0%	Fri 7/10/26	Thu 7/23/26
97	**Construction Phase**	**630 days**	**0%**	**Fri 7/24/26**	**Thu 4/13/28**
98	Utility Relocations	210 days	0%	Fri 7/24/26	Thu 2/18/27
99	Bid Phase	84 days	0%	Fri 7/24/26	Thu 10/15/26
100	Project Award and NTP	84 days	0%	Fri 10/16/26	Thu 1/7/27
101	Roadway Construction	420 days	0%	Fri 1/8/27	Thu 3/2/28
102	Final Punchlist	42 days	0%	Fri 3/3/28	Thu 4/13/28



Project: Six Creeks Blvd
PS&E Design and Construction
Date: Thu 8/21/25

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1 of 1

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other

advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____

Initial:
OWNER _____
ENGINEER_____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of $1,417,641.58 based on the following assumed distribution of compensation:

I.	Managing Contracted/Donated PE	$156,010.00
II.	Environmental Compliance	$ 29,540.00
III.	Subsurface Utility Engineering	$ 5,546.58
IV.	Geotechnical Services	$ 11,500.00
V.	Design Survey	$ 77,925.00
VI.	Roadway Design – Roadway	$301,400.00
VII.	Roadway Design - Storm Drain	$258,920.00
VIII.	Roadway Design – Signing, Pavement Markings and Signalization	$ 40,160.00
IX.	Roadway Design – Miscellaneous	$224,080.00
X.	Drainage Study	$140,910.00
XI.	Utility Design	$119,810.00
XII.	Traffic Study	$ 26,540.00
XIII.	Direct Expenses and Unit Cost Expenses	$ 25,300.00
	Total	**$1,417,641.58**

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

"NOT APPLICABLE"

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

NOTICE OF ACCEPTABILITY OF WORK

"NOT APPLICABLE"

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Construction Cost Limit

"NOT APPLICABLE"

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory	
b. Employer's Liability --		
1) Each Accident:	$	500,000
2) Disease, Policy Limit:	$	500,000
3) Disease, Each Employee:	$	500,000
c. General Liability --		
1) Each Occurrence (Bodily Injury and Property Damage):	$	1,000,000
2) General Aggregate:	$	2,000,000
d. Excess or Umbrella Liability --		
1) Each Occurrence:	$	4,000,000
2) General Aggregate:	$	4,000,000
e. Automobile Liability --		
1) Bodily Injury:		
a) Each Accident	$	_____
2) Property Damage:		
a) Each Accident	$	_____
[or]		
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$	500,000

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Special Provisions

"NOT APPLICABLE"

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated** _____, _____.

Initial:
OWNER_____
ENGINEER_____

DBE Goal

"NOT APPLICABLE"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1370076

Date Filed:
09/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pape-Dawson Consulting Engineers, LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

325-002
City of Killeen - Mohawk Drive

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Preiss, Michael	Houston, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara C	San Antonio, TX United States	X	
Gaston, Gilmer	San Antonio, TX United States	X	
Rion, Dennis	San Antonio, TX United States	X	
Ramseur, Mark	Austin, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
O'Neal, Dustin	Houston, TX United States	X	
Graygor, Christine	Dallas, TX United States	X	
Dawson, Sam	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Dawson, III, Eugene H	San Antonio, TX United States	X	
Dawson, Jr., Eugene H	San Antonio, TX United States	X	
Weaver, Shauna	San Antonio, TX United States	X	
Adame, Jon	San Antonio, TX United States	X	
Carter, Tom	San Antonio, TX United States	X	
Ruschkewicz, Thomas	San Antonio, TX United States	X	
Shepherd, Dekecha	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
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City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

325-002
City of Killeen - Mohawk Drive

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Blackmon, Todd	New Braunfels, TX United States	X	
Reidy, John	McKinney, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kevin Young, PE, and my date of birth is 01/23/1971.

My address is 10801 North Mopac Expressway, Building 3 - Suite 200, Austin (city), TX (state), 78759 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 29th day of September (month), 20 25 (year).

Kevin Young

Signature of authorized agent of contracting business entity
(Declarant)

PROFESSIONAL SERVICES AGREEMENT WITH PAPE DAWSON ENGINEERS, LLC FOR MOHAWK ROAD IMPROVEMENTS

RS-25-167

October 21, 2025

Background

- During the September 17th City Council meeting there was a discussion and direction to proceed with a future bond for Capital Project in 2025 that included the Mohawk Road Improvements project.
- On April 1, 2024, the City Council passed an Ordinance to issue and sell CO Bonds, CO 2025 for select Capital Projects that included Mohawk Drive.
- The project will include constructing Mohawk Drive between Bunny Trail and Castle Gap Drive. The roadway will include 3 lanes, sidewalks, street trees on both sides, stormwater drainage improvements, a new 12" water main, street lighting, and determine if improvements to the intersection of Bunny Trail and Mohawk will be warranted.
- Pape Dawson Engineers, LLC, provided a design proposal for this project in the amount of $1,417,641.58.

3 Project Limits

Mohawk Drive – Bunny Trail to Castle Gap Drive

Recommendation

- Staff recommends that the City Council authorize the City Manager or designee to enter into a Professional Services Agreement with Pape Dawson Engineers, LLC for the design of Mohawk Drive Road Project in the amount of $1,417,641.58.

City of Killeen

Staff Report

File Number: RS-25-168

Consider a memorandum/resolution authorizing the award of Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project to Bell Contractors, Inc., in the amount of $6,961,950.10.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, City Engineer**

SUBJECT: **Authorize the Award of Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project to Bell Contractors, Inc.**

BACKGROUND AND FINDINGS:

The 2025 Water and Wastewater Master Plan includes Project 1S - rehabilitation and expansion of Lift Station No. 6, located at 3816 Water Street. Lift Station No. 6, which was built in 2001, is in great need of rehabilitation. As part of this project, it will be expanded from a pumping capacity of 17 million gallons per day to 24 million gallons per day. This lift station which primarily serves the northeastern part of the city is the largest and most critical lift station in the City's sewer collection system.

On September 10, 2025, two (2) bids were received in response to Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project. Due to the bids being well within the budget for this project, Alternate 1 for recoating the wet well was added to the base bid. The following bids were opened and read aloud:

Purchasing, Engineering, and Freese and Nichols - the design engineering firm, reviewed the bids and relevant bidder experience based on the selection criteria set forth in the contract documents. Bell Contractors, Inc., is recommended as the awarded bidder for Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project in the amount of $6,961,950.10 as they are the responsive low bidder providing the best value to the city for this project.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

Total amount of $6,961,950.10 will be encumbered in FY 2026, with charges processed in FY 2026 and FY 2027 until complete. Funds are available in account numbers 350-56201-900-400-922020 and 355-56201-900-400-922020.

Is this a one-time or recurring revenue/expenditure?

One-time

Is this revenue/expenditure budgeted?

Yes, expenditures are budgeted in the Capital Improvement Program as part of an approved, ongoing project. Funding is allocated in the Water & Sewer CIP Fund (350) and the Water & Sewer Revenue Bond, Series 2025 Fund (355), under Construction accounts 350-56201-900-400-922020 and 355-56201-900-400-922020.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Authorize the award of Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project to Bell Contractors, Inc.; authorize the City Manager, or designee, to execute a construction contract with Bell Contractors, Inc., in the amount of $6,961,950.10; and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Letter of Recommendation
Contract Verification Form
Certificate of Interested Parties
Presentation

BID TABULATION

10431 Morado Circle, Suite 300 * Austin, Texas 78759 * 512-617-3100 * FAX 817-735-7491

OWNER: City of Killeen
PROJECT: Lift Station #6 Rehabilitation and Expansion

BID NO: 26-06
BID DATE: September 10, 2025

UNIT PRICES - BASE BID				SSP Industries, LP			Bell Contractors, Inc.	
Item No.	Base Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount		Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 25)	1	LS	$330,298.00	$330,298.00		$225,084.32	$225,084.32
1.02	Lift Station #6 Rehabilitation, complete with all appurtenances, site work and all other work not identified in other bid items, complete as specified and indicated on the drawings for the unit price of:	1	LS	$3,879,408.00	$3,879,408.00		$3,598,117.06	$3,598,117.06
1.03	Electrical, Instrumentation and Controls, complete with all appurtenant work to support the lift station as specified and indicated on the drawings for the unit price of:	1	LS	$2,677,623.00	$2,677,623.00		$2,974,369.97	$2,974,369.97
1.04	Trench Safety Plan (Item 212)	1	LS	$3,955.00	$3,955.00		$3,288.18	$3,288.18
1.05	Trench Safety Implementation (Item 212)	219	LF	$265.00	$58,035.00		$255.23	$55,895.37
				TOTAL AMOUNT - BASE BID ITEMS	$6,949,319.00			$6,856,754.90
ALTERNATE BID ITEMS				SSP Industries, LP			Bell Contractors, Inc.	
Item No.	Alternate Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount		Unit Price	Unit Amount
A1	Lift Station #6 Wet Well Coating of All Interior Concrete Surfaces, as indicated in the plans and as specified.	3440	SF	$79.00	$271,760.00		$30.58	$105,195.20
				TOTAL AMOUNT - BASE ITEMS PLUS ALTERNATE BID ITEM NO. A1	$7,221,079.00			$6,961,950.10

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491 www.freese.com

September 17, 2025

Steve Kana, P.E.
Assistant City Engineer
City of Killeen, Texas
805 West Jasper Drive
Killeen, TX 76541

Re: Recommendation of Award for the Lift Station #6 Rehabilitation and Expansion Bid No. 26-06 (FNI Project #KIL23178)

Mr. Kana:

On Wednesday, September 10, 2025 bids were opened for the above referenced project. Two (2) contractors submitted bids for this project. FNI reviewed the bids for errors and omissions. All bidders acknowledged the addenda, attended the mandatory pre-bid conference, and provided bid security. A summary of the bids received is provided in the table below.

Bidder	Base Bid Amount	Alternate No. A1 Amount	Total Base Bid + Alternate No. A1
SSP Industries, LP	$6,949,319.00	$271,760.00	$7,221,079.00
Bell Contractors, Inc.	$6,859,754.90	$105,195.20	$6,961,950.10

The estimated expenditure for this project was $7,159,360.

The lowest base bid was $6,859,754.90 submitted by Bell Contractors, Inc. The lowest Alternate A1 to provide wet well coating of all interior concrete surfaces was $105,195.20 submitted by Bell Contractors, Inc.

Based on their Statement of Qualifications and the references checked, Bell Contractors, Inc. appears to be qualified and capable of performing the work for this project. Based on this information, given that the added cost of Alternate A1 is still within project estimate and would be a much greater cost if completed separately, Freese and Nichols, Inc. recommends that the City of Killeen award the construction contract for this project to Bell Contractors, Inc., including Alternate Bid Item No. A1, for the amount of $6,961,950.10.

If you have any questions or concerns, please let us know.

Sincerely,

Jacqueline McMahon, P.E.
Project Manager

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Bell Contractors,Inc
Company Name

Jonathan Perez
Printed Name

V.P.
Title

9-18-25
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1359269

Date Filed:
09/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BELL CONTRACTORS, INC.
Belton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-06
Underground utilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pilkington, Michael	BELTON, TX United States	X	
Perez, Jonathan	BELTON, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jessica Burk, and my date of birth is 05/22/1984.

My address is 3082 W. Hwy. 190, Belton, TX, 76513, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 5th day of September, 2025.
(month) (year)

Jessica Burk
Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID NO. 26-06, LIFT STATION NO. 6 REHAB AND EXPANSION PROJECT

RS-25-168

October 21, 2025

Background and Findings

- The 2025 Water and Wastewater Master Plan includes Project 1S – Rehabilitation and Expansion of Lift Station No. 6, located at 3816 Water St.
- Lift Station No. 6, built in 2001, is in great need of rehab and will be expanded from a firm pumping capacity of 17 million gallons per day (MGD) to 24 MGD.
- This lift station, which primarily serves the northeastern part of the city, is the largest and most critical lift station in the city's sewer collection system.

Background and Findings

- On September 10, 2025, the following two (2) bids were received in response to Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project:

BIDDER	BASE BID + ALT 1
Bell Contractors, Inc	$6,961,950.10
SSP Industries, LP	$7,221,079.00

- Bell Contractors, Inc. is the selected vendor for Bid 26-06, Lift Station No. 6 Rehabilitation and Expansion Project, as they are the responsive low bidder providing the best value to the city.

Location Map

Existing Lift Station

Recommendation

- Authorize the award of Bid No. 26-06, Lift Station No. 6 Rehabilitation and Expansion Project to Bell Contractors, Inc.; authorize the City Manager, or designee, to execute a construction contract in the amount of $6,961,950.10 with Bell Contractors, Inc., and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-25-169

Consider a memorandum/resolution authorizing a contract amendment for professional design services with BGE, Inc., for the final design of the Rancier Avenue project, in the amount of $7,396,410.95.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, P.E., City Engineer**

SUBJECT: **Contract Amendment for professional design services with BGE, Inc., for the final design of the Rancier Avenue Project**

BACKGROUND AND FINDINGS:

The Fiscal Year (FY) 2023 Capital Improvement Plan (CIP) includes the Rancier Avenue Replacement and Streetscaping Improvements Project as an unfunded project for design. However, the project was intended to be funded using Tax Increment Reinvestment Zone Number 2 (TIRZ) funding. At the September 8, 2022 TIRZ Board Meeting, the Board voted unanimously to allocate up to $1 million of TIRZ funding to complete the schematic design of the Rancier Avenue Project.

In addition to the TIRZ funding, the City applied for a grant with the Killeen-Temple Metropolitan Planning Organization (KTMPO) in October 2020 for funding to improve the sidewalks and landscaping along Rancier Avenue. The grant was selected and awarded $3,240,000.00 in construction funding that will be available in 2024.

On December 6, 2022, the City Council authorized a professional services agreement with BGE Inc. to complete the schematic design of the Rancier Avenue Replacement and Streetscaping project in the amount of $813,453.73. The schematic design includes background research of the limits between Fort Hood Street and W.S. Young Drive and Texas Department of Transportation (TxDOT) required studies that include Environmental Review, Archaeological Studies, Historical Studies, Threatened and Endangered Species, Water Resources, and a Hazardous Materials Initial Site Assessment. The schematic design also includes public involvement through public and stakeholder meetings, topographic surveying, utility coordination, roadway design, stormwater drainage design, urban landscaping, and grant application support.

On November 5, 2024, the city council authorized the execute of a design amendment to proceed the design to 30%. This proposed amendment will continue the design to final plans and include bidding for construction. The amendment covers all the costs associated with TxDOT coordination, final drainage design, final utility design and relocations, pavement design, signal design, and landscape design. The amendment also included the cost for the needed work for right-of-way services, including negotiations with property owners and title work.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The total contract amendment is $7,396,410.95.

Is this a one-time or recurring revenue/expenditure?

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, for FY 2026.

If not, where will the money come from?

Tax Increment Reinvestment Zone (TIRZ) Fund (226-56200-900-190-923009) - FY 2026: $3,800,000; FY 2027: $3,100,000; and FY 2028: $496,410.95.

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

es. Upon approval of the mid-year budget amendment, sufficient funds will be available in the current fiscal year. Future years' allocations will be shifted to the TIRZ fund as approved through each subsequent budget.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee to execute a contract amendment for professional design services with BGE, Inc., for the final design of the Rancier Avenue project, in the amount $7,396,410.95. This amendment includes the final design and right of way real estate work needed to complete the design and have the project ready to bid for construction.

DEPARTMENTAL CLEARANCES:

Engineering Services

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Agreement
Presentation

EXHIBIT B
ENGINEERING SERVICE

BGE, Inc. (ENGINEER) will provide staff to support the City of Killeen (Owner) with general construction and engineering support services for the Rancier Avenue project from Fort Hood Street to N 38th Street. The project will convert one mile of corridor from four-lane to two-lane with intermittent left turn lanes, and 1.5 miles from four-lane to a two-lane section with center turn lanes including full depth pavement. The project includes design and construction of six to ten-foot buffered sidewalks and dedicated bike lanes, installation of landscaping and hardscape, upgrade traffic and pedestrian signals, installation of roadway and sidewalk illumination, upgrade storm drainage, relocate and upgrade existing water and wastewater lines, and relocate dry utilities from overhead to underground between Fort Hood St and 10th Street. Utilities will remain overhead from 10th Street to N 38th Street.

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the preparation of plans, specifications, and estimates (PS&E) and related documents, as requested by the Owner. These services may include, but are not limited to, preparing roadway design, hydrologic and hydraulic design, storm sewer design, water and wastewater utility design, duct bank design, landscaping design, survey and ROW mapping, environmental, public involvement, and subsurface utility engineering investigation, geotechnical data collection, and right-of-way acquisition services.

This scope of work pertains to advance the PS&E elements of this project from 30% to 100% milestone. The scope and fee assume a project management and design duration of up to 24 months. The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Killeen criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

ENVIRONMENTAL COMPLIANCE (Function Code 120)

This project is projected to be locally sponsored by the City of Killeen and is not on the Texas Department of Transportation (TxDOT) system; however, Federal Highway Administration (FHWA) funds administered by the Killen-Temple Metropolitan Planning Organization (KT MPO), are anticipated. Therefore, the project will be subject to TxDOT review and NEPA requirements per 23 U.S.C 327 and a Memorandum of Understanding (MOU) dated July 17, 2025, and executed by FHWA and TxDOT. The project is anticipated to be environmentally cleared through TxDOT as a Categorical Exclusion (CE) for the entire limits of the new proposed right-of-way (ROW).

As the project is anticipated to be a locally sponsored project subject to TxDOT's environmental review procedures, an Advanced Funding Agreement (AFA) between TxDOT and the City of Killeen has been executed. In addition, the project has been assigned a Control-Section-Job numbers (CSJs). Environmental compliance documentation will be updated in TxDOT's format and according to current TxDOT guidance found in TxDOT's Environmental Compliance Toolkits.

1. TxDOT Categorical Exclusion

Proposed improvements to Rancier Avenue will require environmental approval. The TxDOT Waco District will be responsible for review and approval of environmental documentation. This scope of Services is based on TxDOT's current published TxDOT CE guidance in the TxDOT Environmental Toolkits. The ENGINEER will update TxDOT's Work Plan Development (WPD) Section I – Project Definition, WPD Section II – Work Plan Development, and supporting project area maps. These documents will be submitted to the TxDOT Waco District for review and approval.

Deliverables:

A. Update Draft and Final WPD Section I and WPD Section II

B. Update Draft and Final Project Area Maps

2. Archeological Studies

The ENGINEER will update the Archeological Background Study per the TxDOT Environmental Toolkit and submit to the TxDOT Waco District for review and approval. The Background Study shall be updated by a professional archeologist as defined in 13 TAC 26.5(52)(B). Background studies comprise a review of existing data, including – but not limited to – the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps. Based on this review, the ENGINEER will identify if there are any locations that may require field investigation to evaluate the project's effects on archeological resources. As the proposed project would occur within a highly developed urban area, a need for additional archeological investigations is not anticipated.

Deliverables:

A. Updated Draft and Final Archeological Background Study

3. Historical Studies

The proposed project is within an aging part of the City of Killeen, new ROW is anticipated and structures 50 years of age or older are anticipated along the project limits. It is anticipated that the THC and TxDOT will require a Historical Resource Project Coordination Request (PCR) and possibly a Historical Studies Research Design and Historic Resources Reconnaissance Survey to identify historic resources that may be

impacted by the proposed project and to assess potential impacts to historic properties, if identified.

The ENGINEER will update the Historical Studies PCR per the TxDOT Environmental Toolkit and submit to the TxDOT Waco District for review and approval. This task includes data collection, exhibits and documentation using the TxDOT format standards.

TxDOT Waco District will be responsible for coordination with the THC per the 2013 MOU between TxDOT and the THC.

Deliverables:

A. Update Draft and Final Historical Studies PCR

4. Threatened and Endangered Species

The ENGINEER shall update the habitat assessment and biological resources summary utilizing TxDOT's Species Analysis Summary and Species Analysis Form according to current guidance in the TxDOT Environmental Toolkits to document compliance with applicable state and federal requirements. U.S. Fish and Wildlife Service or Texas Parks and Wildlife Department coordination is not anticipated.

Deliverables:

A. Update Draft and Final Species Analysis Summary

B. Update Draft and Final Species Analysis Form

5. Water Resources

Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act regulate activities with the potential to impact Navigational Waters and Waters of the U.S., including wetlands. Regulatory oversight of Section 10/Section 404 is within the purview of the U.S. Army Corps of Engineers (USACE) and impacts to USACE jurisdictional waters require USACE authorization. Based on the proposed design, it is anticipated that if jurisdictional waters are present, the project would qualify for a Nationwide Permit (NWP) #14, and impacts to jurisdictional waters would fall below the thresholds requiring USACE notification. The ENGINEER shall update surface water analysis documenting the presence or absence of jurisdictional waters and potential impacts to those waters by the proposed project. The ENGINEER shall document the results and compliance with the conditions of NWP 14 on a Surface Water Analysis Form and Section 404/10 Impacts Table according to current TxDOT guidance in the Environmental Compliance Toolkits.

Deliverables:

A. Update Draft and Final Surface Water Analysis Form, Draft and Final Section 404/10 Impacts Table

6. Hazardous Materials

It is anticipated that the proposed project would require work outside of the existing Rancier Avenue ROW; therefore, TxDOT guidelines require preparation of a Hazardous Materials Initial Site Assessment (ISA). The ENGINEER shall update the ISA for potential hazardous materials that may impact the proposed project according to current TxDOT guidance in the Environmental Compliance Toolkits. Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments are required during future stages of project development, the ENGINEER shall review those findings and commitments with TxDOT prior to completing the hazardous materials discussion for the environmental document.

Deliverables:

A. Update Draft and Final Hazardous Materials ISA

PUBLIC INVOLVEMENT (Function Code 121)

1. TxDOT Public Involvement

The ENGINEER shall perform Public Involvement Activities according to current guidelines in TxDOT's Environmental Compliance Toolkits and communicate the results to the TxDOT Waco District to be documented into ECOS. It is anticipated that the proposed project will require a public hearing , using TxDOT's current template on the Environmental Compliance Toolkit. The ENGINEER will update and maintain a mailing list of all affected property owners based on current Bell County Appraisal District data. The ENGINEER will provide documentation of the public hearing and any comments received according to current TxDOT guidelines and provide documentation to the TxDOT Waco District.

Deliverables:

A. Conduct In-person Public Hearing

2. Additional Public Involvement

At the request of the City, the ENGINEER will update the public engagement plan and provide general public outreach and engagement throughout the project. A database will be updated which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. ENGINEER will identify and reach out to key stakeholders and community groups (HOAs, etc.) that may be interested and will collect email addresses for email updates. - Finally, email updates will be sent out to keep the public updated on the project progress.

A. **Public Engagement Plan** – The ENGINEER will plan, schedule, conduct and facilitate one (1) public hearing to share project information with and collect

feedback from citizens and stakeholders as determined by the City and the team. The hearing will be held at a time decided by the City, and will include a virtual attendance option. Tasks may include, but not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the hearings by distributing meeting information and coordinating with attendees; holding and participating in hearing rehearsals; facilitating meetings; presentation development and providing a summary report of the hearing including public input received. The ENGINEER will develop hearing materials and provide Spanish translation as needed. The ENGINEER will create a pre-recorded public meeting with project materials (e.g., fact sheets, exhibits) to be hosted on the online project portal.

B. **Coordinate Hearing Announcements and Promotions** – The ENGINEER will organize and conduct a public hearing at a time and place determined through coordination between the ENGINEER and the City. Notices of the public hearing will be provided to key stakeholders identified during development of the public engagement plan.

C. **Develop Materials, Web Content and Final Electronic Copies** –The ENGINEER will update, host and maintain the existing online project information portal to provide the public with project information and an opportunity to provide feedback. The online portal will contain links to a pre-recorded virtual public hearing, to run concurrently with the in-person public hearing. An opportunity to comment on the virtual public hearing will be provided through the portal for a period of time to be specified through coordination between the ENGINEER and City.

D. **Develop Post Public Hearing Documentation** - The ENGINEER will develop a public hearing documentation that includes a cover sheet, the sign-in sheets for all attendees, a copy of all comments received during the public hearing and subsequent 15-day comment period, both written and dictated, any mailed notices, flyers, mailing list, website notice, and documentation of additional outreach methods, photographs or pdfs of all boards and exhibits, presentations and general photos of the hearing proceedings, and written transcripts for any video presentations. Deliverables:

A. Update Public Engagement Plan, including maintenance of stakeholder database throughout the project in Excel format

B. Coordinate meeting announcements, for email updates and promotion such as letters, email notices, signage, media releases, posting, etc.

C. Develop materials, web content (to be shared on City's website) and final electronic copies (fact sheet, exhibits)

D. Update materials development and final electronic copies (fact sheet, exhibits)

E. Develop and facilitate one virtual public hearing (to be hosted on the online project portal) with in-person option

F. Coordinate hearing announcements and promotion such as letters, email notices, signage, media releases, posting, etc.

G. Provide post public hearing documentation

UTILITY INVESTIGATION AND ADJUSTMENT COORDINATION (Function Code 130)

1. Utility Engineering Investigation

The ENGINEER's subconsultant, The Rios Group, will perform Subsurface Utility Engineering (SUE) services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities".

The scope of this proposal includes additional QLB and QLA SUE services to include:

QLB SUE services within the limits of the Rancier Avenue project. QLB SUE services provided will be inclusive of QLC and QLD. The limits extend an additional 4000 LF along Rancier Avenue to investigate newly installed utilities in these areas. The following areas are specifically excluded from the scope of work of this proposal: private property, proposed ROW, QLB on utilities previously investigated by TRG.

This scope of work also includes up to twenty (20) QLA SUE test holes at a location that will be provided by the Utility Coordinator following a review of the QLB SUE information.

Deliverables

A. A utility file in CAD format depicting all SUE data documented on the project.

B. A summary sheet of all test hole coordinate data and depth information.

C. 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Owner in electronic PDF form.

D. 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Owner in electronic PDF form.

E. A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

2. Utility Adjustment Coordination

Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local Public Agencies (LPAs), City Project Manager, City Utility Staff. Utility coordination duties include, but are not limited to: assisting in preparing utility agreement assemblies including utility agreements, utility reimbursable billings, joint use agreements, and assisting utility companies with utility permit submittals.

The Utility Coordinator shall perform utility adjustment coordination for approximately ten (10) utilities as listed below:

- Atmos Gas
- Bell County WCID No. 1
- Brightspeed
- Spectrum
- Oncor Electric Distribution
    - Underground Network Design
    - Aerial Design Services
- City of Killeen Water and Wastewater
- Millennium Telcom LLC dba OneSource Communication
- Unite Private Networks LLC
- Killeen ISD

A. **Utility Coordination** - The Utility Coordinator will perform utility coordination and liaison activities with involved utility owners, their consultants, and the Owner to achieve timely project notifications. In conjunction with formal coordination meetings, the Utility Coordinator will create meeting minutes, create, and update the utility conflict matrix, create action item log, perform document control, and assist with conflict analysis and resolution.

The Utility Coordinator will coordinate utility related activities with the Owner, or its designee, to facilitate the orderly progress and timely completion of the City's design phase. The Utility Coordinator is responsible for the following:

i. Initial Project Meeting: Attend an initial meeting and on-site visits (when appropriate) to develop familiarity with existing conditions and project requirements and prepare a written report of the meeting

ii. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners and other concerned parties, if needed.

iii. External Communications. The Utility Coordinator will coordinate all activities with the Owner, its contractors, representatives and stakeholders, as authorized by the Owner

iv. Progress Meetings. The Utility Coordinator will implement a schedule of periodic meetings and milestone meetings with each utility company and Owner or Owner's representatives for coordination purposes. The Utility Coordinator will notify the Owner at least five (5) business days in advance of each meeting. The Utility Coordinator will provide and produce meeting minutes of all meetings with said utility companies, Owners, or Owners' representatives within seven (7) business days. The frequency of these meetings must be appropriate to the matters under discussion with each utility owner.

a. Milestone Meetings: The Utility Coordinator will hold four (4) milestone meetings including 30%, 60%, 90% and 100%. These meetings will be used to discuss project design updates with utilities and the Owner.

b. Shared Duct Bank Meetings: The Utility Coordinator will hold group and individual meetings anticipated to utilize the proposed telecom duct bank. These meetings will be to discuss project updates including project schedules, joint trench design, etc. This will consist of the initial project kick-off meeting and monthly meetings for the duration of the project (assumed up to 26 months).

c. Individual Utility Meetings: The Utility Coordinator will hold individual monthly utility meetings as needed. It is assumed that five (5) utilities will require individual monthly meetings for a duration of 18 months, totaling 90 meetings.

d. Progress Meetings: The Utility Coordinator will meet with the Owner and design consultants, periodically to coordinate the work effort and resolve problems. The Utility Coordinator will also prepare a written report of all progress meetings and provide the report to the Owner. It is assumed that there will be a total of

up to 24 monthly progress meetings. During the progress meetings, the Engineer must review:

i. Activities completed since the last meeting

ii. Problems encountered

iii. Late activities

iv. Activities required by the next progress meeting

v. Solutions for unresolved and/or anticipated problems

vi. Information or items required from other agencies/consultants

As required, the Utility Coordinator will coordinate with the local utility committees and councils to present a footprint of the Owner's projects with represented utility companies and owners. The Utility Coordinator will also coordinate with any other utility committees which might include county, city, or other officials, as needed.

The Utility Coordinator must provide the Owner and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM), and utility conflict layout for each project with information such as:

a. Owner's name

b. Contact person

c. Telephone numbers

d. Emergency contact number

e. Email addresses, and

f. Pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material and other information that readily identifies the utilities company's facilities.

The Utility Coordinator is responsible for updating the UCM and utility conflict layout throughout the project and at each milestone.

The Utility Coordinator must advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area by distributing the SUE plan sheets or project layout sheets.

The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of those conflicts.

B. Utility Agreements for Utility Adjustments

The Utility Coordinator must coordinate with utility owners on the identified conflicts with proposed construction and ensure the Owner's rules and regulations are addressed. The Utility Coordinator must assist the utility companies in the preparation of required agreements associated with, but not limited to cost estimates, plans, disposition of existing facilities and schedule.

Utility Agreement Assemblies are assumed for two (2) utilities. Those utilities are Atmos MidTex and Oncor Electric.

i. Utility Agreement Assemblies: A packaged agreement consisting of a Utility Joint Use Acknowledgement, Standard Utility Agreements, plans, proof of property, schedule of work, Buy America compliance Mill Test Reports (MTRs) or Certifications

a. Utility Agreements: If a utility is located within an easement, the utility company might have a compensable interest. The utility company must furnish a copy of their easement to the Utility Coordinator. The Utility Coordinator will determine whether or not a compensable interest exists. The Utility Coordinator will review plans to determine compliance with Owner rules and ensure the proposal will not conflict with roadway construction. The Utility Coordinator will review the cost estimate to confirm all listed items and quantities are clearly defined in the plan set. The Utility Coordinator will submit a copy of the easement(s), plans and estimate to the Owner via letter of recommendation.

b. Escrow Agreements: If it is determined that the utility will be adjusted as part of the roadway contract, the Owner's project manager must be notified immediately.

ii. The Utility Coordinator will determine which utilities will be installed by agreement between the utility and the Owner. The Utility Coordinator will coordinate utility agreements, determine the necessity of any escrow agreements, and forward these documents to the Owner for final approval.

C. Coordination of Engineering Activities

i. The Utility Coordinator will maintain a utility conflict layout utilizing the Existing Utility Layout. The Utility Coordinator will utilize the layout of existing utilities as prepared, if available, and of the following:

a. Facilities in conflict with the proposed project that are to be relocated.

b. Facilities to be removed or abandoned in place.

c. Facilities to remain in service and in place because of roadway design adjustments and meeting the current rules and regulations.

d. If there are additional facilities not shown in the SUE documents which require relocation, the Utility Coordinator will coordinate this information with the Owner immediately upon discovery.

ii. Review of Utility's Proposed Adjustments:

a. Evaluate Alternatives: The Utility Coordinator will evaluate alternatives in the adjustment of utilities balancing the needs of both the Owner and the Utility

b. Review Estimates and Schedules: The Utility Coordinator will, with the assistance of the Owner, review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

c. The Utility Coordinator will review plans, Buy America materials, and proposed location data.

d. The Utility Coordinator will confirm that utility owners are reviewing updates for the project design development so that the utility owners are reviewing the most current plants, quality and accuracy of utility adjustment data as it pertains to the plans. The responsibility for compliance, quality and accuracy of utility adjustment plans will remain with the utility company.

iii. The Utility Coordinator will:

a. Confirm all facility conflicts have been resolved

b. Confirm all stakeholders have concurred with the various alignments, including the undergrounding of their overhead assets (where applicable)

c. Coordinate with the utility companies to develop the sequence of construction for all utility relocation work. The Utility Coordinator will provide in the schedules provided by the

utility to the ENGINEER to incorporate into the Traffic Control Plan and notes.

d. Determine which utilities will be built as part of the contract.

iv. The Utility Coordinator shall coordinate, and/or review PS&E for all utilities included in the construction contract.

v. Utility Coordinator will coordinate the status of ROW acquisitions with the utilities to assist with scheduling accommodations.

Deliverables

A. Utility Conflict Matrix, including the identification of utility conflicts and resolutions

B. CAD-compatible file showing all existing utility conflicts and relocations

WATER AND WASTEWATER UTILITY ENGINEERING (Function Code 131)

The ENGINEER shall maintain a utility layout in in a CAD-compatible software to be used by the Owner. This layout shall include existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to monitor and evaluate alternatives. The ENGINEER will utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- Facilities in conflict with the proposed project that are to be relocated.
- Facilities to be abandoned in place or removed.
- Facilities to remain in service and in place.

The ENGINEER shall be responsible for determining if there are additional facilities, not shown in the SUE documents, which require relocation. The ENGINEER shall coordinate this information with the Owner immediately upon discovery.

A. Water and Wastewater Design – The ENGINEER will design the relocation of water and wastewater lines and appurtenances as required for the reconstruction of Rancier Avenue. The locations of these facilities to be relocated will be determined during the roadway preliminary design. The following assumptions provide the extent of design to be performed within the project limits.

a. Water Utilities:

i. Relocation of up to 15,000 LF of water line, including the relocation and/or adjustment of up to 30 valves.

ii. Relocation and reconnection of up to 150 service connections (long or short)

iii. Placement or relocation of fire hydrants every 300 feet where no existing fire hydrants exist (up to 20)

iv. Development of irrigation-specific sleeve layouts for irrigation service

v. Coordination with Landscape Architecture team to place up to eight (8) meters with backflow prevention

vi. Coordination of up to eight (8) hydrant tests

b. Wastewater Utilities:

i. Relocation of up to 2,700 LF gravity wastewater line and associated manholes

ii. Adjustment of up to 20 manholes to grade

Deliverables

A. Plans, Specifications and Cost Estimate at the 60%, 90% and 100% intervals

DUCT BANK DESIGN (Function Code 132)

There are presently four (4) telecommunication owners within the Project Limits that are mostly attached to Oncor poles. There are also a few hundred linear feet of underground telecommunication assets. For undergrounding to occur and allow for future providers (including the City's IT), the project proposes two 6,000 LF 9-4" telecommunication duct banks that will be located on the north and south sides of Rancier. When the duct spaces are constructed, telecommunication owners will need to pull-through their fiber assets through these duct spaces and perform splicing at the proposed 75 access points (handholes) for eventual servicing to the private properties. BGE will provide the following services for telecommunication duct bank design:

A. Duct Bank Design:

a. Underground Telecommunication Relocation Coordination – The ENGINEER will manage the design and consolidation of overhead aerial telecommunication facilities into an underground duct space as required for the reconstruction for Rancier Avenue. The location of this facility will be determined during the roadway

preliminary design. The following assumptions provide the extent of design to be performed within the project limits:

i. There will be up to two joint telecommunication duct banks for Rancier Avenue. Approximately 12,500 LF of overhead telecommunication assets will be coordinated and relocated into an underground space.

ii. All applicable telecommunication utility providers within Project Limits will elect to participate in the joint duct bank coordination for purposes of relocating their overhead or underground assets into the proposed joint duct bank via pull-through construction

iii. The telecommunication utility providers will be responsible for managing the splicing of their assets that service commercial and residential facilities. The telecommunication utility providers will be responsible for designing the services of broadband to their respective commercial and residential customers.

iv. The ENGINEER will design up to 75 access points to accommodate street crossing and telecommunication asset accessibility appurtenances.

v. The ENGINEER will design the duct bank to include 2-3" conduits for ITS.

b. Overhead Telecommunication Relocation Coordination – The ENGINEER will coordinate approximately 6,000 LF of pole re-alignments.

i. The ENGINEER to design up to 35 riser facilities as the proposed telecommunication underground alignment transitions to existing aerial alignments at street crossings.

Deliverables

A. Plans, Specifications and Cost Estimate at the 60%, 90% and 100% intervals

ELECTRIC UTILITY PRELIMINARY ENGINEERING REPORT AND CIVIL INFRASTRUCTURE DESIGN (Function Code 133)

Oncor currently provides electrical service to properties along Rancier from overhead electric facilities. As part of the improvements for this project, approximately 6,000 LF of Oncor assets will need to be consolidated into an underground duct space (separate from telecommunication) within the Urban Segment of the corridor. As utility coordination discussions with Oncor have occurred, Oncor has requested the following:

- Up to 60 single phase padmounted transformers, one for each of the approximate 60 businesses along Rancier between Fort Hood and E 10th Street. Each transformer

is located on private property, requires an approximate 4-ft x 4-ft concrete pad and requires a 340 square foot easement area for access and maintenance activities.

- One switch gear vault to service up to six single-phase transformers (up to 10 total). Each switch gear is located on private property, is approximately 10.5-ft by 7-ft and requires a 550 square foot easement area for access and maintenance activities.

- Up to 10 "secondaries" or handholes for other access points to the duct bank structure

See Figure 1 for an example visual on private ROW.

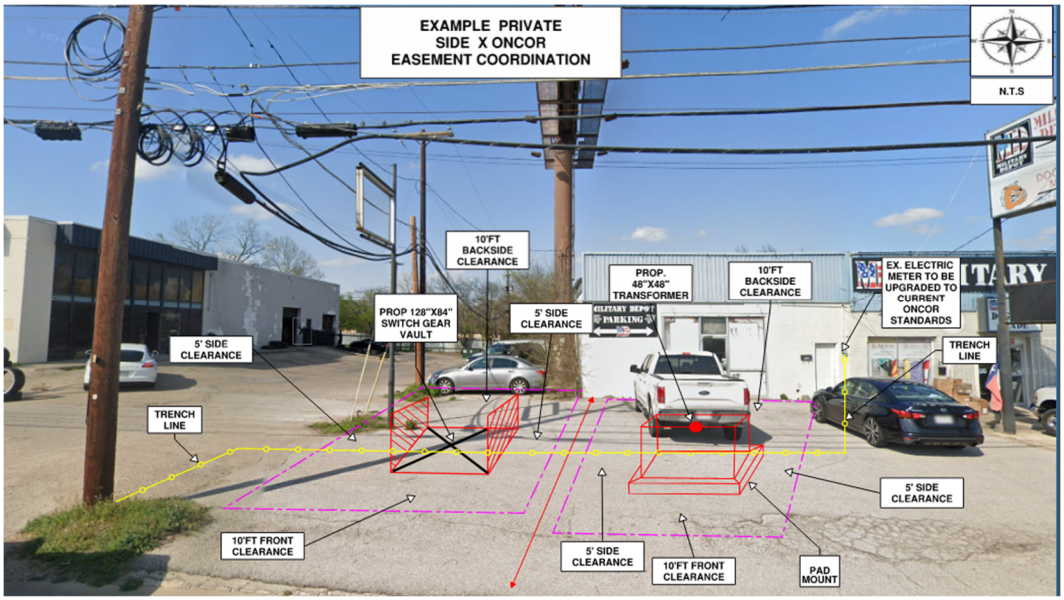


Figure 1: Example Private Side X Oncor Easement Coordination

It is known that Oncor has previously entered into easement agreements with private properties for each electric service connection but it is presently unknown what extents and where each easement is located for each property. It is also known that each property is currently metered by Oncor but it is presently unknown if each metered connection requires an upgrade to transition into the new underground electric delivery system.

As this project advances past its 30% design stage, numerous unknowns must be studied to determine the design and extent of costs associated with this consolidation of Oncor's overhead assets into underground. BGE proposes to prepare a Preliminary Engineering Report (PER) to evaluate the infrastructure costs and coordinate a Memorandum of Understanding (MOU) between the City and Oncor to determine cost-sharing opportunities. BGE also proposes to design the civil infrastructure for Oncor within the proposed ROW to the 100% design stage. BGE has estimated the cost for the 6,000 LF of electric duct space, the 60 concrete pads needed for phase one transformers and the ten switch gears and has formulated the design fee for this scope item based on 8% of this construction cost. This cost excludes wiring, transformers, and general electrical

engineering that scope assumes Oncor will provide. BGE notes that the PER and MOU may impact the extents of design work required. Further description of each scope item associated with Rancier's electric utility is as follows:

A. Electric Delivery Preliminary Engineering Report

   a. BGE will coordinate with Oncor to evaluate and understand the electric delivery at each parcel (Up to 60 parcels) that is impacted by undergrounding, including the following:

      i. Exhibition of each existing Oncor easement. Scope assumes Oncor will research and provide information on their existing easements located on private properties along Rancier.

      ii. Preliminary placement of transformers and/or switch gears, including the delineation of proposed, or additional Oncor easements to accommodate this new infrastructure

   b. Assessment of each existing electric meter per property. BGE will also evaluate side streets parallel to Rancier, to determine if overhead electric delivery can be maintained to properties but re-directed from a backlot source.

   c. As electric delivery, switch gear placement, transformer placement, and Oncor easements are understood, BGE will evaluate the proposed infrastructure improvements for Rancier and advance design the plan view of the underground duct spaces, secondary handholes up to the 30% design interval, including a cost estimate. This report will also include per-parcel exhibits communicating where transformers and/or switch gears could be placed and what easements need to be acquired.

B. Memorandum of Understanding

   a. BGE will support the development of a memorandum of understanding between Oncor and the City to communicate total costs and coordinate which entity will be responsible in paying for what infrastructure or easements.

C. Electric Civil Infrastructure Design

   a. Underground Electric Relocation Coordination – The ENGINEER will manage the design and consolidation of overhead aerial Oncor facilities into an underground duct space as required for the reconstruction for Rancier Avenue. The location of this facility will be determined during the PER. Oncor assets will be designed to Oncor's DCS-5 Specifications. The following assumptions provide the extent of design to be performed within the project limits:

i. There will be one 9-4" electric duct bank for Rancier Avenue urban segment. Approximately 6,000 LF of overhead electric assets will be coordinated and relocated into an underground space.

ii. Oncor will participate in undergrounding their assets into this dedicated duct space.

iii. Oncor will be responsible for wiring, de-energization plans, meter upgrades, providing single phase transformers, and general electric engineering required in managing the servicing of their customers as their assets are upgraded and transitioned to underground.

iv. The ENGINEER will design up to 20 manholes along the duct bank alignment.

Deliverables

A. One preliminary engineering report incorporating the items discussed in this Section, including plans and cost estimate of civil infrastructure up to the 30% interval the Memorandum of Understanding as an appendix.

B. Plans, Specifications and Cost Estimate at the 60%, 90% and 100% interval

RIGHT-OF-WAY ACQUISITION (Function Code 134)

1. Right-of-Way Acquisition Services

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

- Prepare monthly status report for parcel acquisition as requested by City
- Participate in monthly project review meetings as determined by City, as needed
- Prepare owner contact list for project
- Order title commitments for each parcel
- Parcel files for acquisitions will be kept in ROW provider's office
- Maintain parcel files including correspondence and negotiator's log with property owner

- Maintain record of parcel payment amounts
- Maintain parcel files with original documentation related to the purchase of the real property or property interest.
- The ENGINEER will require surveyor to update parcel sketches as needed to show encumbrances listed in the title commitment
- Upon receipt of approved field note descriptions from the City, prepare letter of intent to acquire to property owner and provide landowner's bill of rights by Certified Mail-Return Receipt Requested (CMRRR)
- Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies
- Completed appraisals will be reviewed by review appraiser with recommended appraised values approved by City prior to making initial offers
- Prepare initial offer letter, purchase contract, instrument of conveyance
- Field note description, written offer, purchase contract, instrument of conveyance, appraisal report, Landowner's Bill of Rights, Information about Brokerage Services and Consumer Protection Notice will be mailed to property owner by CMRRR
- Contact each property owner to meet and discuss the written offer, if practical
- Initiate and receive various phone calls throughout initial offer
- Prepare general correspondence to property owner
- Provide property owner questions/concerns with ENGINEER and City to resolve property owner questions/concerns
- Attend maximum of three (3) meetings with property owner during initial offer phase
- Submit any written counteroffer from property owner to City including supporting documentation, and recommendation with regard to counteroffer
- Secure necessary signed instruments upon acceptance of the offer by property owner for the closing.
- Provide purchase contract executed by the property owner to City for City's execution.

- Assist the City in the curative work necessary to provide clear title to City, including full and partial releases of liens. Curative title work for parcels with abstracts of judgment, foreclosure, bankruptcy and tax liens will be invoiced as additional services.

- Prepare check request to City for acquisition costs including but not limited to fully executed purchase agreement total price amount, document preparation fee for lender consents/subordination to easement, lender's processing fee, recording fees, escrow fees, and any other applicable closing costs with supporting documentation (HUD Settlement Statement) provided.

- Attend closing with property owner.

- Title company will record original instruments after closing with the County Clerk's Office.

- Prepare final offer letter, documents of conveyance as necessary and mail by CMRRR.

- Attend one (1) meeting with property owner after final offer letter in an attempt to reach agreement in lieu of condemnation.

- Assist the City with securing a Possession and Use Agreement if acceptable with property owner.

- Provide copies of intent to acquire letter, initial offer letter, final offer letter and purchase contract to City condemnation attorney (not included with ENGINEER's contract).

- Provide summaries of project expenses for amounts authorized and paid.

- Prepare project close-out summary and scan recorded instruments and closing documents.

- Deliver file to City as requested: 1) Closed file, 2) Condemnation file.

2. Relocation Assistance Agent

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

- Initial interview with displace.

- Prepare 90 day notice to vacate letter to displace.

- Provide Relocation Assistance brochure to displace.

- Complete TXDOT Form R96.
- Discuss relocation procedures.
- Coordinate moving estimates with vendors.
- Explain move options to displacee.
- Explain claim procedures to displace.

3. Appraiser

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

Appraisals developed and reported in compliance with the 2022-2023 Uniform Standards of Professional Practice (USPAP)

Appraisal reports will be written in conformance with Standard Rule 2-2(a) as defined by USPAP as well as applicable TXDOT reporting requirements and guidelines

Appraisal completion date for each appraisal report will be 120 days from receipt of

finalized field note description and a notice to proceed.

4. Review Appraiser

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

- Appraisal reports will be written in conformance with applicable TXDOT reporting requirements and guidelines.
- Appraisal completion date for each appraisal report will be 45 days from receipt of appraisal report.

A. Coordination for Title, Acquisition Limits: The ENGINEER to coordinate title and acquisition limits for 103 parcels.

PROJECT MANAGEMENT (Function Code 145)

1. Meetings

A. Attend and document up to 24 Progress Meetings at the City of Killeen office or virtual. Engineer to prepare meeting minutes and distribute within 24-hours of the meeting.

2. General Contract Administration

A. Develop monthly invoices and progress reports.

B. Subconsultant coordination and management.

C. Develop and maintain design schedule.

FIELD SURVEYING (Function Code 150)

Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Killeen regulations.

Survey field notes will be submitted if requested by the City of Killeen.

Verify and compare previously located utility data with current ground conditions. The Surveyor will Contact the One-Call System in advance of performing field surveys to attempt data collection includes ties to location of marked utilities. This task does not always allow for timing of markings with the survey activities. Reasonable attempts to coordinate with utility owners will be made to achieve efficiency in data collection. Historically, results in this task have been marginal and there may cause to seek additional compensation for repeated trips to the project site to complete this effort.

1. Right-of-Way Parcel Map Exhibits (Parcel Descriptions)

Title work will be completed on all properties adjacent to the subject right-of-way in areas that need the right-of-way defined within the project limits. Title work will include, at minimum, owner name, vesting deed information, record information of legal lot, and all easements that affect the tract. Additionally, all record documents referenced in the title work shall be provided to the Surveyor.

For each parcel of land to be acquired, an Exhibit (Property Description) shall be prepared for each parcel or tract consisting of two (2) parts: (1) a metes and bounds description of the property and (2) a parcel plat. Each part of a Property Description will be QA/QC'd and shall be signed and sealed by a RPLS. Scope assumes 103 Parcel Acquisitions.

Once finalized, boundary monumentation will be set to establish the new right-of-way

2. Survey Coordination (103 Parcels)

ENGINEER will coordinate with the surveyor, right of way agent, and Owner to develop parcel exhibits to demonstrate acquisition limits, easement requirements, parcel specific survey notes. These will be used to support the acquisition negotiations and final parcel descriptions for documentation.

ROADWAY DESIGN CONTROLS (Function Code 160)

1. PS&E Development

The ENGINEER to perform the following items for the project:

A. **Geometric Design** – Refine and develop the horizontal alignment; vertical profile; pavement cross slopes; medians, curb and gutter; bike lanes, driveway access, sidewalks, curb walls, parking configuration; that meet acceptable design criteria and minimize the limits of the proposed ROW.

B. **Parcel Access** – Analyze parcel access and operation for up to 70 parcels that are being impacted with the proposed median.

C. **Limits of Proposed ROW** – Analyze the cross sections associated with the desirable design criteria to determine the limits of ROW necessary to accommodate the resultant configuration. Develop an exhibit providing the ROW footprint with the desirable configuration.

D. **Design Cross Sections** - Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile every 50-foot at a minimum stretching across the entire ROW of the Project as necessary for the determination of cut and fill quantities and limits of disturbance in accordance with acceptable design criteria.

E. **Typical Sections** – Prepare existing and proposed typical sections.

F. **Plan & Profile Drawings (1"=50')** – Drawings to include critical base map information, control and benchmark data, proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous improvements.

G. **Alignment Data Sheets** – Prepare horizontal and vertical alignment data sheets with the Geopak baseline descriptions.

H. **Earthwork Quantities** – Prepare final cut/fill and general earthwork calculations to support design elements and roadway construction efforts.

I. **Driveway/Side Street Details** – Develop full details for each proposed driveway & minor cross street to ensure each meets design and functional features and

requirements. There are approximately 130 driveways & minor cross streets along Rancier Ave included in this proposed PS&E.

J. **Intersection Details** – Develop full details for each proposed/existing intersection to ensure each meets design and functional features and requirements. Proposed intersections for this PS&E include Rancier Ave at the following streets:

i. Gilmer St

ii. Valley Rd

iii. N College St

iv. 2nd St

v. 4th St

vi. N Gray St

vii. 10th St

viii. Alexander St

ix. WS Young Dr

K. **Removal Plans** - Prepare sheets noting all existing improvements to be removed within the project limits.

L. **Prepare Title Sheet, Project Layout, and Index of Sheets**

DRAINAGE (Function Code 161)

1. PS&E Development

A. **Drainage Area Maps** – The ENGINEER shall finalize the drainage area maps for overall drainage areas contributing to each cross culvert and for internal drainage areas contributing to the local stormwater collection systems. Drainage Area Maps will include Time of Concentration flow path delineations, contours, and points of analysis.

B. **Hydrologic & Hydraulic Calculations** – The ENGINEER shall provide the following services:

i. Calculate external and internal peak discharges using appropriate hydrologic methods. ATLAS-14 rainfall data will be used.

ii. Obtain external and internal drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The ENGINEER shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.

iii. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.

iv. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer aided models.

v. Develop plan designs, at minimum, for all internal stormwater collection systems.

C. **Culvert Analyses & Design** – The ENGINEER shall provide the following services:

i. Analyze capacity of existing cross culverts.

ii. Analyze impact of culvert extensions.

iii. Determine mitigation for potential impact of extending existing cross culverts.

iv. Prepare construction plans for culvert extensions and/or culvert reconstruction.

D. **Storm Drain Plans** – The ENGINEER shall provide the following services:

i. Determine inlet placement, size, and type meeting City of Killeen drainage criteria.

ii. Determine captured and bypass flows for proposed inlets.

iii. Design lateral and trunk line storm sewer system meeting City of Killeen drainage criteria.

E. **Prepare Quantities and Engineer's Opinion of Construction Costs** – The ENGINEER shall prepare quantities and construction costs estimates for cross culvert and storm sewer improvements at the 60%, 90%, and 100% submittal.

F. Details and Specifications – The ENGINEER shall review and revise as needed City of Killeen and TxDOT standard details and specifications related to drainage

design plans. The ENGINEER shall work with the structural engineer to prepare specialized details related to stormwater infrastructure, if applicable.

G. **Drainage Report** – The ENGINEER shall prepare a drainage report for permit review at the 90% design submittal.

H. **Temporary Construction Phased Storm Drain Plans** – The ENGINEER shall prepare temporary storm drain plans for each construction phase to ensure drainage systems will convey stormwater for the 2-year storm event.

I. **Coordination with Utilities –** The ENGINEER shall coordinate with the utility design engineer and utility coordinator to ensure proposed storm sewer does not conflict with proposed or existing utilities to remain.

J. **Coordination with City of Killeen –** The ENGINEER shall coordinate with the City of Killeen on proposed culvert design mitigation and storm sewer improvements.

Deliverables

A. Drainage Quantities

B. Drainage Area Maps (External and Internal)

C. Hydrologic Data Sheets (External and Internal)

D. Hydraulic Data Sheets (External and Internal)

E. Storm Drain Plan and Profile Sheets

F. Cross Culvert Sheets

G. Drainage Detail Sheets

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATIONS (Function Code 162)

1. PS&E Development

A. **Signing & Pavement Markings –** Prepare signage and pavement marking plan sheets, layouts, and associated details.

B. **Traffic Signal Layouts -** The ENGINEER will prepare traffic signal plans for ten intersections and one pedestrian hybrid beacon along Rancier Avenue in Killeen, Texas. The signals will be designed to Texas Department of Transportation TxDOT standards, and subject to the review and ownership of the City of Killeen. Signal locations:

i. Gilmer St

ii. Valley Rd

iii. N College St

iv. 2nd St

v. 4th St

vi. N Gray St

vii. 8th St

viii. 10th St

ix. Alexander St

x. WS Young Dr

xi. Pedestrian Hybrid Beacon (Approximately 130 feet east of Medical Dr.)

The ENGINEER shall design plans for traffic signal infrastructure improvements for the locations outlined above. Design elements shall include all elements as required by the Reviewer including signal poles, mast arms, signal heads, signage, striping, vehicle detection systems, wiring details, conduits, ground boxes, integrated communications, illumination, and electrical services. All design shall conform to TxDOT standards and those laid out in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). For this, the following plan sheets shall be include:

i. Existing intersection layout.

ii. Proposed traffic signal layouts, showing the proposed traffic signal features, signal pole schedules, vehicle detection systems, signal phasing, conduit and cable schedules, electrical service.

iii. Proposed traffic signal elevations.

iv. Proposed electrical schedule and phasing diagram.

v. Applicable standard drawings.

vi. General signal notes.

vii. Signal quantities.

C. **Miscellaneous Traffic Engineering –** The ENGINEER to prepare traffic standards, perform agency coordination, take one site visit and prepare summary sheets of all signing, pavement markings, and traffic signal quantities.

D. **ITS Infrastructure Design –** The ENGINEER will coordinate the design of Intelligent Transportation Systems (ITS) infrastructure within the project limits. This includes providing connectivity to existing roadside traffic signal cabinets and planning for future device expansion by incorporating strategically located ground boxes. Design considerations will encompass accommodation of additional roadside devices such as CCTV cameras and provisions for future system growth, as well as integration with existing ITS infrastructure adjacent to the project area. The ENGINEER will develop system connectivity diagrams depicting existing network components and proposed enhancements to support network expansion. Potential electrical service locations for future roadside devices will be identified and integrated into the overall ITS system design. All details will be developed to ensure seamless integration with current and future tolling and ITS infrastructure, consistent with project objectives and industry standards. This task will provide for the preparation of plan layouts for the ITS communication backbone system. The main design components for this project are as follows:

a. Fiber Optic communication system for the project limits, up to 13,000 feet

b. Physical connections for the existing roadside infrastructure and adjacent communication systems

c. Strategically placed ground boxes for easy access to power facilities and future roadside device integration, up to 36 boxes

d. Fiber Optic splice charts and termination tables

MISCELLANEOUS (ROADWAY) (Function Code 163)

1. Miscellaneous Roadway

A. **Cost Estimates -** Develop and update preliminary construction cost estimates at 60%, and 90% and final milestone submittals.

B. **Traffic Control Plans (TCP), Detours, Sequence of Construction –** Prepare Sequence of Phased Construction. Prepare TCP cross sections to identify temporary pavement needs. Identify impacts to existing drainage. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. Road closures should be avoided. If a road closure is determined to be necessary, a Detour Layout and estimated closure duration shall be provided to the Owner for approval.

C. **Storm Water Pollution Prevention Plans (SW3P)** – The ENGINEER shall develop SW3P layouts, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P layouts must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

D. **Quantity Summaries –** Prepare summary sheets of all roadway, SW3P, signing, pavement markings, and traffic control quantities.

E. **Specifications and General Notes -** The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the TxDOT Waco District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. In addition, the ENGINEER shall include applicable Owner general notes. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format.

F. **Standard Details –** Incorporate applicable TxDOT and City standards into the plan set.

G. **Construction Time Determination –** Develop construction schedule.

2. Illumination

A. **Illumination PER Package –** Coordinate with City of Killeen and Electrical Service Provider responsible for maintaining illumination systems upon completion of construction to select decorative street lighting assemblies to be utilized for illumination photometric design. ENGINEER will provide typical anticipated pole

spacing for corridor, and anticipated construction cost for decorative illumination assemblies selected by City of Killeen for up to 10 different types of illumination poles in the Illumination PER Package Phase. Manufacture, Make, and Model of illumination pole and light assembly selection must be finalized prior to starting Photometric Study. This shall be completed prior to start of the 60% Design Milestone Phase. Solar powered illumination will be discussed with Oncor for street lights and will be utilized in appropriate locations.

B. **Illumination Photometric Study –** Continuous street illumination will be designed in accordance to requirements of Texas Department of Transportation Highway Illumination Manual utilizing Illuminance and Luminance Design Values for Minor Arterials with Commercial General Land Use. The photometric modeling will be completed utilizing AGI 32 lighting software. The photometric model and plan sheets will be refined per client review comments.

C. **Illumination Layout Roll Plot** – Prepare illumination roll plot showing illumination pole locations on proposed roadway and light intensity measurements on 10' grid.

D. **Illumination Circuit Design, Electrical Service Design, Layouts, and Details**

i. Coordinate proposed electrical service locations with Electrical Service Provider. Conduct 11 meetings with electrical service provider to determine electrical service locations and lighting selections. (Limit 11 Meetings)

ii. Design conduit runs, circuits in accordance with Oncor Standards for Ground boxes and conduit. Design voltage drop and wire sizing in accordance with TxDOT Standards (Limit: 14 Circuits).

iii. Design size conductors and electrical services (Limit: 4 Services) in accordance to Texas Department of Transportation Highway Illumination Manual and National Electric Code (NEC).

iv. Prepare illumination plan sheets showing illumination pole location, conduit runs, conductor size and lengths, and proposed electrical services locations.

v. Prepare illumination circuit line diagrams for each illumination circuit.

vi. Foundations for illumination assemblies will follow TxDOT and/or Oncor standards. The design and use of non-standard foundations is excluded from this scope.

vii. Design electrical service drops with one branch circuit to irrigation controller for proposed Urban Design irrigation systems (Limit 4

Services). Biweekly coordination meeting with landscape architect and irrigator for 60% and 90% milestone (24 meetings).

viii. Design conduit runs, conductor size and lengths, and proposed electrical service locations for Urban Design Pedestrian lighting at 4 corners of 2nd Street Intersection, 4 corners of 10th Street Intersection, and Northwest corner of Vally Road (Limit 9 Corners). This excludes additional intersections.

LANDSCAPE/URBAN DESIGN (Function Code 164)

The current conceptual design approach, developed in the prior preliminary design phase, anticipates a coordinated mix of streetscape zones with varied levels of design and periodic community gateways. This scope will build upon the previous concepts utilizing information and feedback provided by the Client based on the anticipated landscape architecture construction cost developed in the schematic plus escalation.. These Landscape Architectural Services will address the design of the following program elements within the designated streetscape zones, subject to compliance with the Client's directives and proposed construction budget. Coordination tasks listed are based on landscape architecture being performed in a supporting role to the engineering lead of these tasks.

- Integration of a unified streetscape design with the project engineering;
- Coordination of streetscape improvements with driveway consolidations;
- Coordination of sidewalk layouts with Engineer's proposed right of way and curbline geometry;
- Coordination of curblines to accommodate Landscape Planting Beds and Parallel Parking;
- Coordination of underdrains through landscape planting beds with tree plantings;
- Bike Lane design coordination with corridor design aesthetics;
- Pedestrian Curb Ramp facility design coordination;
- Schematic Lighting Design coordination;
- Light Standards, Traffic Signal Hardware and Street Signage hardware aesthetic coordination;
- Landscape Design coordination with proposed Signage;
- Coordination with local agencies regarding approval of Landscape Construction Documents;
- Sidewalk and Pedestrian Walkway layouts with periodic Special Paving;
- Special Pavement design at sidewalks, crosswalks and selective roadway areas;
- Planting design for medians, gateways, parkways and right of way planters;
- Landscape soil conditions, including soil cells and/or structural soil volumes;
- Landscape Irrigation system;

- Grading of landscape areas based on engineering design of Roadways and Right of Ways;
- Site Furnishings selections and designs;
- Gateway Feature layouts and elements design;
- Landscape Specification for plants, planters, landscape soils, specialty hardscapes and irrigation;
- Landscape Bid Item designations and quantities.

1. 60% Design Development (DD)

The Design Development effort will focus on confirming the scope of improvements relative to Client's construction budget, resolving the aesthetic design of features, confirming materials/product selections and coordinating plan layouts. The DD design process will include the following.

- Review and comment on engineering plans and conditions for issues affecting landscape improvements at two intervals within this design stage. This is proposed to occur at the start of this design stage and around the mid-point.
- Update plan layouts based on design directives proposed by BGE and client comments from the 30% stage. Plan layouts shall be CADD drafted along the entire corridor at 1"=20' scale and formatted to project sheets.
- Coordinate plan layouts with the project engineering alignments, utility routines and proposed right of way acquisitions. This will include irrigation crossings, sleeving, mainline routing and usual valve placements. Identify irrigation power source requirements, water meter locations and size requirements for coordination with utility designs. Coordinate conditions for special soil backfill volumes along portions of the corridor. Identify issues requiring client input and feedback.
- Coordinate Plan Layouts with proposed streetlighting layouts prepared by engineering. Identify issues requiring client input and feedback.
- Refine the design of proposed landscape features to confirm material selections, colors, patterns, products, dimensional requirements and compliance with client's construction budget. This may include preliminary detailing, representative material and/or product photos and technical information. Items to be addressed may include special paving, paving edge restraints, crosswalk enhancements, site furnishings, signage and signal enhancements, gateway features, specialty soil volumes, preliminary plant list, irrigation product recommendations or other conditions to be determined.

- Prepare and submit final Design Development Documents to Client in the form of plans, preliminary details, specifications list, materials schedule and OPCC. Present final Design Development package to client in a project meeting. Address comments received in next phases of this scope.

The end goal of this phase is to confirm project layouts, aesthetic design details and material selections to be documented in greater detail within the next design stage.

2. 90% Construction Documents (CD)

Obtain client feedback from prior design stage and confirm actions to be taken to address issues identified. Prepare final plans, specifications and OPCC's that detail the design intent developed for the approved program improvements in anticipation of one comprehensive bid package. Final program of improvements shall be those estimated to fit within client's anticipated construction budget. Incorporate updates to plan layouts based on 60% client feedback. Develop dimensional layouts and technical detail references for proposed improvements. Cross-coordinate design between the various design disciplines. Construction Documents will include, but may not be limited to:

- Cover Sheet and Sheet Index;
- General and category-specific notes;
- Layout Plan(s) with dimensioning and key location coordinates;
- Hardscape Details and plan references;
- Planting Plan(s), Plant List and Details;
- Landscape Irrigations Plan(s) and Details;
- Technical Specifications based on TxDOT standards with recommended supplemental conditions;
- Updated Opinion of Probable Construction Cost (OPCC);
- Conduct a QA/QC Review of the landscape PS&E prior to 90% submittal.
- Submit unsealed PS&E for the landscape design at the 90% stage of final design. Present the 90% Construction Documents package to client in a project meeting. Address client review comments in the next design stage.

3. 100% Construction Documents (CD)

Complete the construction documents to create a full set of PS&E documents for bidding and construction of the proposed improvements.

- Obtain client feedback from prior design stage and confirm actions to be taken to address issues identified.
- Coordinate the improvements with the other design disciplines.
- Bid Item quantities will be estimated and tabulated to Bid Form(s) for use in bidding and construction.
- Conduct a QA/QC review in advance of the 100% submittal.
- Submit signed and sealed PS&E to client.

4. Specialty Features

Prepare Construction Documents for Client selected Gateway 1, 2 and 3 (Gateway 4 excluded) structures shown within the 30% Urban Design conceptual package such as Art Wall(s), Landmark Features, Arbors, Planter Walls, Structure Foundations, Piers and anchorages. Perform design collaboration with the Structural Engineer to establish the design of these features at the 60% stage submittal and provide final design progress drawings at the 90% stage and construction documents for the 100% submittal, including specifications and opinion of probable construction costs (OPCC) for specialty components. This task scope of work and fee will be confirmed by written submittal approved in writing by Client and Consultant following client confirmation of design scheme and Gateway Feature selections. Until that time, this task is tentatively estimated as a fee allowance subject to confirmation by Consultant's written submittal and Client approval of specific scope and fee. This estimate does not include additional geotechnical analysis which may be required for structural design.

5. Art Collaboration

BGE will assist the City with Artist solicitations and reviews. This task includes a one-time (1) effort by BGE to research and recommend names of three to five (3-5) artists for inclusion in a City issued request for artist qualifications and proposal submittals. Up to two (2) online coordination/review meetings with City staff, one (1) day of participation in online artist interviews and a written final recommendation of artist selection and design reasoning are included. This task will be performed during the 90% and 100% stage work efforts.

6. Maintenance Specification

Create one (1) comprehensive maintenance regiment for landscape, specialty hardscape and irrigation improvements included in the Project final design for implementation by City and/or private forces including task descriptions, recommended frequency and time of year scheduling. One (1) Draft and one (1) Final OPCC for annual maintenance cost will be prepared. Means and methods are not included. Participate in up to three (3) online coordination meetings with City staff, City maintenance company personnel and/or private

stakeholders identified by City. Meetings will be organized, orchestrated and coordinated by City staff. This task will be performed during the 90% and 100% stage work efforts for inclusion in the Project Bid package.

7. PROWAG/RAS Coordination

Participate in reviews of the recently adopted PROWAG (Public Right of Way Accessibility Guidelines) and TAS (Texas Accessibility Standard) led by the Project designated RAS (Registered Accessibility Specialist) at 60%, 90% and 100% stages for pedestrian related design features. BGE will review PROWAG criteria and potential solutions for non-standard TxDOT Pedestrian Facility Curb Ramp configurations to meet PROWAG, as may be appropriate to Project conditions.

8. Independent Cost Review

Obtain a construction cost estimate for streetscape hardscape/landscape improvements from a specialty contractor based on the 60% stage of Urban Design PS&E development.

9. Landscape Meetings, Strip Map Preparation and Visualizations

Address relevant landscape design and documentation issues throughout the project process in online and in-person client-related meetings organized and managed by the client and BGE project manager. These meetings are each intended to be one (1) to three (3) hour duration, plus associated meeting coordination, depending on issues at the time of the meetings.

- Attend an in-person kick-off meeting with the client and project team to review final deliverables from the preliminary design phase and to obtain client directions for the project design.

- Participate in twenty-three (23) monthly meetings with the client and project team to present and coordinate landscape related issues. Eighteen (18) of these meetings will be attended online with in-person attendance at five (5), intended as one per design stage.

- Participate in four (4) online meetings with client and outside agencies or organizations (such as utility providers, property associations, grant organization, etc.).

- Participate in three (3) online meetings to review accessibility issues and/or review comments with the project designated Registered Accessibility Specialist (RAS). This will include a project introduction briefing, a project layout conditions meeting and a final plans review meeting.

- Attend one (1) Public Meeting during Task C organized by the client and project team to address landscape issues and questions utilizing previously prepared project

plans and renderings. This task includes the preparation of four (4) static perspective 'Lumion' visualizations of the proposed right of way design, based on the completed sixty (60%) percent design, reviewed with client in draft and final format. Views will be selected at different points within the corridor based on design conditions at the time of the meeting. Two of the views will be at the same locations previously illustrated in the Preliminary Design by BGE. Buildings along the corridor will be shown as neutral background boxes without elevational detail specific to particular locations. A color rendered, forty (40) scale strip map plan of the corridor will also be provided depicting general plan conditions within the proposed right of way at a detail level similar to the Preliminary Design phase strip map prepare by BGE.

- Participate in one (1) online pre-bid meeting and one online bid assessment meeting with the client and project team (2 meetings) during Task D.

BID PHASE SERVICES (Function Code 170)

1. Bid Phase Services

A. **Project Manual Development –** Prepare project manual utilizing front-end documents and specifications provided by City including bid items, contract, and special conditions.

B. Pre-bid Meeting Attendance –Provide bidding support services, including assistance with responding to bidder questions, attend pre-bid meeting, and prepare minutes. The agenda will be prepared by BGE.

C. Respond to Bidders' Questions – Prepare Responses to Bidders' questions.

D. Bid Evaluations and Negotiations – Tabulate, evaluate bids, and make award recommendation.

DELIVERABLES ITEMS REQUIRED FROM THE ENGINEER

The ENGINEER will make 60%, 90% and 100% PS&E submittals. All submittals are intended as a means of obtaining City review comments which will be addressed in the subsequent submittals.

PS&E 60% Review Submittal

1. Address comments from 30%
2. Begin public engagement
3. Ongoing utility coordination
4. Additional survey

5. 25% ROW Negotiations
6. Revised typical sections and cross sections to reflect more complete design
7. Traffic Control Plan
8. Draft Geotechnical Report

PS&E 90% Review Submittal

1. Address comments from 60%
2. Public engagement event
3. Ongoing utility coordination
4. 35% ROW negotiations
5. Final Geotechnical Report
6. Preliminary Construction Time Determination

PS&E 100% Review Submittal

1. Finalize public engagement
2. Ongoing utility coordination
3. 40% ROW negotiations
4. Final signed and sealed plans.
5. Completed TDLR Project Registration Form
6. Updated Construction Time Determination

Assumptions

1. The scope and fee assume a project design duration of up to 24 months.
2. The project is anticipated to be environmentally cleared through TxDOT as a Categorical Exclusion (CE) for the entire limits of the new proposed right-of-way (ROW)
3. All telecommunication utilities west of N 10th St will be constructed in joint duct or trench facilities. These utilities will be allowed up to two (2) ducts to utilize for current infrastructure as well as future growth.

4. There are twelve (12) utility owners within the Rancier Avenue Project Limits. All utility providers will be responsible for their own utility design and will coordinate with the Engineer to define and locate the conduits within the proposed duct bank. Utility providers will also coordinate with the Engineer to locate and limit the number of access points to 30.

5. Test holes will be excavated using vacuum excavation equipment.

6. Right-Of-Way (ROW) permits from the Owner will be required. The Rios Group will obtain all required Owner permits and ensure that coordination and compliance with the Owner is provided.

7. Designed traffic control plans for test holes will not be required.

8. Pavement coring/repair will be required at twenty (20) locations. The Rios Group can core pavement up to a depth of 12 inches. The Rios Group will backfill with appropriate volume of sand, tamp each layer and place ready mix to repair asphalt surfaces or epoxy concrete cores in place, flush with the surrounding surface for concrete surfaces.

9. All bank processing fees for lienholder partial or full releases are paid by the Owner at parcel closing.

10. All attorney fees for preparation of partial or full releases of liens are paid by the Owner at parcel closing.

11. City of Killeen will purchase title insurance for all right of way acquisitions. Cost of title insurance and recording fees will be paid by the City at closing and are not included in this contract.

12. Attorney fees for preparation of partial or full lien releases paid by ROW Service Provider will be reimbursed at closing by the City. In addition, any processing fees charged by the lienholder for partial or full lien releases that are paid by ROW Service Provider will be reimbursed at closing.

13. City will issue payment to any property owners deemed eligible to receive relocation assistance payments by the relocation assistance agent.

14. Parcels requiring title curative work prior to closing by ROW Service Provider which include Abstracts of Judgments, bankruptcy, foreclosures and tax liens will be invoiced as additional services at $160 per hour, not to exceed $3,200 per parcel.

15. Meetings exceeding the maximum of three (3) meetings with the landowner during the initial offer phase invoiced at $160 per hour

16. Meetings exceeding the maximum of one (1) meeting with the landowner after the final offer letter invoiced at $160 per hour

17. This project will be awarded to its eventual contractor as a competitive sealed proposal.

18. There will be a single bid for utilities and roadway construction. The ENGINEER will work with the City during final design and after coordination with existing utilities to evaluate the need or preference to bid the utilities and roadway construction, requiring additional services.

Exclusions

1. Legal advice, recommendations, or analysis.

2. ROW hearing services.

3. Expert witness services.

4. Retaining wall design.

5. Temporary Traffic Signal layouts.

6. Redesign of illumination circuit and assemblies to incorporate solar power.

7. Foundation design for illumination assemblies outside of TxDOT and Oncor standards.

8. TxDOT Utility Conflict Exhibits

9. Electrical distribution or transmission design of any kind

10. Splice diagrams of any kind

11. Any building-specific mechanical, electrical or plumbing engineering of any kind

12. The locating of private service lines, irrigation lines and detailed vault investigations.

13. Flowable fill for backfill of test holes,

14. Full-section pavement repair (including sidewalks) if test holes are located within a sidewalk section

15. Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

16. Historical Studies Research Design, Historic Resources Reconnaissance Survey, and coordination with the Texas Historical Commission (THC).

17. Agency coordination for protected species.

18. USACE coordination

19. Additional hazardous materials investigations outside of this scope of services, including special considerations, or other commitments will be the responsibility of the Owner and are excluded from this scope of services.

20. Changes to the parcel including but not limited to plan changes, splits of the parcel, re-appraisal, plat changes, survey changes, or other changes beyond the control of Right of Way Service Provider.

21. Revised or updated offer letters as a result of appraisal updates

22. Coordination with landowners regarding updating of building electrical and telecommunication services, including but not limited to the location and placement of items such as electrical switchgears, transformers, telecommunication pedestals, meters, necessary easements.

23. Specialty Signage and Wayfinding

24. Custom-designed Light Fixtures

25. Irrigation Pumping Plant Design

26. Bus Shelters and/or Facilities

27. Gateway 4 Improvements (38th Street vicinity)

28. North Killeen/Rancier Corridor Urban Design Coordination

29. Rancier Corridor Urban Design Guideline/Standards

30. Phased PS&E packages

31. Construction Management Coordination

32. Contractor Pre-Qualifications

33. Horticultural Soil Testing

34. Construction Phase Services

PROJECT NAME: RANCIER AVE **EXHIBIT D - FEE SCHEDULE**

FROM FORT HOOD ROAD (SH 95) TO 38th STREET

FC	DESCRIPTION	BGE	The Rios Group	Dianna Tinkler	TOTAL
FC 120	ENVIRONMENTAL COMPLIANCE	$24,570.00			$24,570.00
FC 121	PUBLIC INVOLVEMENT	$77,530.00			$77,530.00
FC 130	UTILITY INVESTIGATION AND ADJUSTMENT COORDINATION	$223,198.00	$ 10,711.45		$233,909.45
FC 131	WATER AND WASTEWATER UTILITY ENGINEERING	$398,375.00			$398,375.00
FC 132	DUCT BANK DESIGN	$262,025.00			$262,025.00
FC 133	ELECTRIC UTILITY PRELIMINARY ENGINEERING REPORT AND CIVIL INFRASTRUCTURE DESIGN	$553,020.00			$553,020.00
FC 134	RIGHT-OF-WAY ACQUISITION	$30,750.00		$ 1,123,070.00	$1,153,820.00
FC 145	PROJECT MANAGEMENT	$114,645.00			$114,645.00
FC 150	FIELD SURVEYING	$678,705.00			$678,705.00
FC 160	ROADWAY DESIGN CONTROLS	$510,380.00			$510,380.00
FC 161	DRAINAGE	$322,423.00			$322,423.00
FC 162	SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION	$601,265.00			$601,265.00
FC 163	MISCELLANEOUS (ROADWAY)	$422,328.00			$422,328.00
FC 164	LANDSCAPE/URBAN DESIGN	$987,790.00			$987,790.00
FC 170	BID PHASE SERVICES	$53,280.00			$53,280.00
	SUBTOTAL LABOR EXPENSES	$5,260,284.00	$10,711.45	$1,123,070.00	**$6,394,065.45**
	EXPENSES	$34,235.50	$25,000.00	$ 66,250.00	**$125,485.50**
	UNIT COST EXPENSES		$65,735.00	$ 811,125.00	**$876,860.00**
	TOTAL	$5,294,519.50	$101,446.45	$2,000,445.00	**$7,396,410.95**

BGE, INC.
PROJECT NAME: RANCIER AVE
FROM FORT HOOD ROAD (SH 195) TO W S YOUNG DR

EXHIBIT D - FEE SCHEDULE

TASK DESCRIPTION	Senior Project Mgr	Project Manager	Project Engineer	QC Manager	Utility Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	GIS Specialist	LA/UD PIC	Senior LA / UD	LA/UD	LA Designer	Irrigator PIC/QA-QC	Irrigator PM	Irrigation Designer	Structural Engineer	Structural Designer	Admin/ Clerical	Total Hours	TOTAL LABOR HRS. & COSTS
FC 120 ENVIRONMENTAL COMPLIANCE																							**$24,570.00**
1. TxDOT Categorical Exclusion																							
A. Draft and Final WPD I and WPD II				1					2	10												13	$2,075.00
B. Draft and Final Project Area Maps				1					2	20												23	$3,425.00
2. Archaeological Studies																							
A. Draft and Final Archaeological Background Study				1					4	20												25	$3,865.00
3. Historical Studies																							
A. Draft and Final Historical Studies PCR				1					4	18												23	$3,595.00
4. Threatened and Endangered Species																							
A. Draft and Final Species Analysis Summary				1					2	12												15	$2,345.00
B. Draft and Final Species Analysis Form				1					2	12												15	$2,345.00
5. Water Resources																							
A. Surface Water Analysis Form & 404 Table				1					4	14												19	$3,055.00
6. Hazardous Materials																							
A. Update Draft and Final Hazardous Materials ISA				1					4	20												25	$3,865.00
FC 121 PUBLIC INVOLVEMENT																							**$77,530.00**
1. TxDOT Public Involvement																							
A. Conduct In-person Public Hearing	8	8	8	8					8	8			8									56	$13,160.00
2. Additional Public Involvement																							
A. Develop Public Engagement Plan		8		2					30	100											20	160	$25,710.00
B. Coordinate Hearing Announcements and Promotions		8		2					16	20											9	55	$10,180.00
C. Develop Materials, Web Content and Final Electronic Copies		8		2					20	60											2	92	$15,410.00
D. Develop Post Public Hearing Documentation		8		2					20	36											8	74	$13,070.00
FC 130 UTILITY INVESTIGATION AND ADJUSTMENT COORDINATION																							**$223,198.00**
1. Utility Engineering Investigation (Provided by The Rios Group)																							
2. Utility Adjustment Coordination																							
A. Utility Coordination	38	250		20	60																	368	$88,840.00
B. Utility Agreements for Utility Adjustments	8	80		8																	16	112	$27,280.00
C. Coordination of Engineering Activities	25	225		10	72		150															482	$107,078.00
FC 131 WATER AND WASTEWATER UTILITY ENGINEERING																							**$398,375.00**
1. Water and Wastewater Utility Engineering																							
A. Water and Wastewater Design	25	175	398	127		768		1069														2562	$398,375.00
FC 132 DUCT BANK DESIGN																							**$262,025.00**
1. Duct Bank Design																							
A. Duct Bank Design	8	146	340	49		455		653														1651	$262,025.00
FC 133 ELECTRIC UTILITY PRELIMINARY ENGINEERING REPORT AND CIVIL INFRASTRUC																							**$553,020.00**
1. Electric Utility Preliminary Engineering Report																							
A. Electric Delivery Preliminary Engineering Report	11	100	197	26		252		257														843	$141,840.00
B. Memorandum of Understanding	4	12	19	4		50		37														126	$20,455.00
C. Electric Civil Infrastructure Design	29	230	273	69		836		1170														2607	$390,725.00
FC 134 RIGHT-OF-WAY ACQUISITION																							**$30,750.00**
6. Right-of-Way Acquisition Services (Provided by Tinkler)																							
7. Relocation Assistance Agent (Provided by Tinkler)																							
8. Appraiser (Provided by Tinkler)																							
9. Review Appraiser (Provider by Tinkler)																							
A. Coordination for Title, Acquisition Limits	9	35	90																			134	$30,750.00
FC 145 PROJECT MANAGEMENT																						0	**$114,645.00**
1. Meetings																							
A. Progress Meetings	48	48	48																		14	158	$37,860.00
2. General Contract Administration																							
A. Monthly Invoice and Progress Reports	8	33	33																		58	132	$26,410.00
B. Subconsultant Management	28	56	56			56																196	$41,860.00
C. Develop and Maintain Design Schedule	5	28																				33	$8,515.00
FC 150 FIELD SURVEYING																							**$43,030.00**
1. Right-of-Way Parcel Map Exhibits (Provided by BGE Survey)																							
2. Survey Coordination (116 parcels)	12	58	116																			186	$43,030.00
FC 160 ROADWAY DESIGN CONTROLS																							**$510,380.00**
1. PS&E Development																							
A. Geometric Design	5	24	60	8		320		120														537	$80,675.00
B. Parcel Access (up to 70 parcels)			156																			156	$33,540.00
C. ROW Map	1	4	8			20																33	$5,815.00
D. Design Cross Sections		2	28	10		140		140														320	$44,380.00
E. Typical Sections	5	12	28	11		60		88														204	$31,670.00
F. Plan & Profile Drawings (50 scale)	16	80	160	24		420		120														820	$138,040.00
G. Alignment Data Sheets						5		5														10	$1,250.00
H. Earthwork Quantities		2	14			32																48	$8,000.00
I. Driveway Details (130 Driveways / side streets)		28	140	16		280		160														624	$98,600.00
J. Intersection Details (9 Intersections)		5	28	16		80		55														184	$29,105.00
K. Removal Plans		2	16	8		80		55														161	$23,480.00
L. Title Sheet, Project Layout, Index of Sheets	1	4	14	8		22		56														105	$15,825.00

BGE, INC.
PROJECT NAME: RANCIER AVE
FROM FORT HOOD ROAD (SH 195) TO W S YOUNG DR

EXHIBIT D - FEE SCHEDULE

FC 161 DRAINAGE																							**$322,423.00**
1. PS&E Development																							
A. Drainage Area Map Finalize			2	1		8																11	$1,835.00
B. Hydrologic & Hydraulic Calculations	2	8	60	12		120		4			16											222	$37,702.00
C. Culvert Analyses & Design	2	16	60	20		120		120														338	$53,230.00
D. Storm Drain Plans	2	8	80	20		200		200														510	$75,490.00
E. Prepare Quantities & Cost Estimate		12	24	12		20		36														104	$18,400.00
F. Details and Specifications		8	32	12		20		60														132	$21,740.00
G. Drainage Report	4	8	32	4		40					8											96	$17,536.00
H. Temporary Construction Phased Storm Drain Plans	8	24	60	16		120		120														348	$55,780.00
I. Coordination with Utilities	2	20	40			80		60														202	$32,050.00
J. Coordination with City of Killeen	6	6	12			16		6														46	$8,660.00
FC 162 SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION																							**$601,265.00**
1. PS&E Development																							
A. Signing & Pavement Markings		12	55	16		84		160														327	$48,805.00
B. Traffic Signal Layouts		5	16			40																61	$10,315.00
i. Gilmer St		16	40	11		55																122	$23,515.00
ii. Valley Rd		16	40	11		55																122	$23,515.00
iii. N College St		16	40	11		55																122	$23,515.00
iv. 2nd St		16	40	11		55																122	$23,515.00
v. 4th St	2	24	59	16		80																181	$35,115.00
vi. N Gray St		16	40	11		55																122	$23,515.00
vii. 8th St	2	24	59	16		80																181	$35,115.00
viii. 10th St		16	40	11		55																122	$23,515.00
ix. Alexander St		16	40	11		55																122	$23,515.00
x. WS Young Dr		16	40	11		55																122	$23,515.00
xi. PHB		16	40	11		55																122	$23,515.00
C. Miscellaneous Traffic Engineering	2	12	22			16																52	$10,580.00
D. ITS Infrastructure Design	64	160	460			660																1344	$249,700.00
FC 163 MISCELLANEOUS (ROADWAY)																							**$422,328.00**
1. Miscellaneous Roadway																							
A. Cost Estimates	16	18	32	8		40																114	$23,750.00
B. Traffic Control Plans, Detours, Sequence of Construction	8	60	190	12		476		170														916	$147,110.00
C. Storm Water Pollution Prevention Plan		11	40	6		80		180														317	$44,115.00
D. Quantity Summaries		11		5		55																71	$11,930.00
E. Specifications and General Notes		6	32	2																		40	$8,980.00
F. Standard Details			2	1		32																35	$5,195.00
G. Construction Time Determination	2	16		2		40																60	$10,800.00
2. Illumination																							
A. Illumination PER Package	6	6	27																			39	$8,985.00
B. Illumination Photometric Study	3	16	55	17	13	153	20															277	$48,832.00
C. Illumination Layout Roll Plot		3	13	5		55	104															180	$32,965.00
D. Illumination Circuit Design, Electrical Service Design, Layouts and Details	12	22	88	30	14	155	100															421	$79,666.00
FC 164 LANDSCAPE/URBAN DESIGN																							**$987,790.00**
1. 60% Design Development												16	304	380	456	4	24	60	30	60	16	1350	$258,020.00
2. 90% Construction Documents												24	368	460	552	8	40	80	40	80	24	1676	$321,860.00
3. 100% Bid Documents												32	176	220	264	8	40	80	30	60	40	950	$186,480.00
4. Specialty Features												20	40	80	24				20	40		224	$49,200.00
5. Art Collaboration												4	40	60	24							128	$26,220.00
6. Maintenance Specification												8	80	40	24							152	$33,840.00
7. PROWAG/RAS Coordination												2	20	40	12							74	$15,060.00
8. Indepenedent Cost Review												2	16	20	8						100	146	$24,620.00
9. Landscape Meetings, Strip Map Preparation, and Visualizations												25	101	89	175							390	$72,490.00
FC 170 BID PHASE SERVICES																							**$53,280.00**
1. Bid Phase Services																							
A. Project Manual Development	12	24	30			36																102	$20,910.00
B. Pre-bid Meeting Attendance	6	6												6								18	$4,350.00
C. Respond to Bidders' Questions		20	20										20	20								80	$18,500.00
D. Bid Evaluations and Negotiations		4	8			8							4	16	12							52	$9,520.00
HOURS SUB-TOTALS	455	2393	4200	770	159	7205	374	5101	118	350	24	133	1177	1431	1551	20	104	220	120	240	307		26,452
CONTRACT RATE PER HOUR	$275.00	$255.00	$215.00	$285.00	$149.00	$140.00	$195.00	$110.00	$220.00	$135.00	$97.00	$280.00	$260.00	$195.00	$125.00	$95.00	$280.00	$200.00	$150.00	$290.00	$150.00		
TOTAL LABOR COSTS	$125,125.00	$610,215.00	$903,000.00	$219,450.00	$23,691.00	$1,008,700.00	$72,930.00	$561,110.00	$25,960.00	$47,250.00	$2,328.00	$37,240.00	$306,020.00	$279,045.00	$193,875.00	$1,900.00	$29,120.00	$44,000.00	$18,000.00	$69,600.00	$46,050.00		$4,624,609.00
SUBTOTAL																							**$4,624,609.00**

BGE, INC.
PROJECT NAME: RANCIER AVE
FROM FORT HOOD ROAD (SH 195) TO W S YOUNG DR

EXHIBIT D - FEE SCHEDULE

FUNCTION CODE	TOTAL COSTS	TOTAL DIRECT EXPENSE	TOTAL LABOR COSTS	Senior Project Manager	Project Manager	Project Engineer	QC Manager	Utility Engineer	EIT	Senior Engineer Tech	Senior CADD Operator	Senior ENV	ENV Scientist	GIS Specialist	LA/UD PIC	Senior LA / UD	LA/UD	LA Designer	Irrigator PIC/QA-QC	Irrigator PM	Irrigation Designer	Stuctural Engineer	Sturctural Designer	Admin/ Clerical		TOTAL MH BY FC
	$4,658,844.50	$34,235.50	$4,624,609.00	455	2393	4200	770	159	7205	374	5101	118	350	24	133	1177	1431	1551	20	104	220	120	240	307		26452
SUBTOTAL LABOR HOURS				455	2393	4200	770	159	7205	374	5101	118	350	24	133	1177	1431	1551	20	104	220	120	240	307		26452
SUBTOTAL LABOR EXPENSES	**$4,658,844.50**	**$34,235.50**	**$4,624,609.00**	1.7%	9.0%	15.9%	2.9%	0.6%	27.2%	1.4%	19.3%	0.4%	1.3%	0.1%	0.5%	4.4%	5.4%	5.9%	0.1%	0.4%	0.8%	0.5%	0.9%	1.2%		

OTHER DIRECT EXPENSES	**QUANTITY**	**UNIT**	**RATE**	
Mileage	3,150	mile	$ 0.70	$2,205.00
Hotel	8	night	$ 250.00	$2,000.00
Meals	8	day	$ 56.00	$448.00
Photocopies B/W (8 1/2"x11")	1,550	each	$ 0.10	$155.00
Photocopies B/W (11" X 17")	500	each	$ 0.20	$100.00
Photocopies Color (8 1/2" X 11")	500	each	$ 0.75	$375.00
Photocopies Color (11" X 17")	500	each	$ 1.25	$625.00
Large Format Plotting	10	SF	$ 2.25	$22.50
Foam core exhibit boards	12	each	$ 75.00	$900.00
Venue Rental	1	each	$ 1,000.00	$1,000.00
Audio - Equipment Rental	1	each	$ 500.00	$500.00
Audio-Visual Equipment Rental	1	each	$ 600.00	$600.00
Postage	100	each	$ 0.55	$55.00
Certified Mail	100	each	$ 1.50	$150.00
Professional Narrator	1	event	$ 750.00	$750.00
Translator (English to Spanish, other language as appropriate, or Sign Language	1	event	$ 600.00	$600.00
Misc. (meeting supplies, signage, etc.)	1	each	$ 250.00	$250.00
Court Reporter (Public Hearing and Transcription)	1	each	$ 1,000.00	$1,000.00
Custodian for Pubic Hearing	6	hours	$ 100.00	$600.00
Newspaper Advertisement - Community Newspaper	1	each	$ 3,000.00	$3,000.00
Sound Technician for Public Hearing	1	event	$ 450.00	$450.00
Misc. (meeting supplies, signage, etc.)	1	each	$ 250.00	$250.00
Traffic Counts (Quality Counts)	1	LS	$ 4,200.00	$4,200.00
TDLR Review	2	each	$ 5,000.00	$10,000.00
TDLR Inspecton	1	each	$ 4,000.00	$4,000.00
SUBTOTAL DIRECT EXPENSES				**$34,235.50**

SUMMARY	
TOTAL LABOR COSTS	$4,624,609.00
NON-SALARY (OTHER DIRECT EXPENSES)	$34,235.50
GRAND TOTAL	**$4,658,844.50**

Rancier Avenue Design Survey, Killeen, TX
BGE, Inc.

TASKS	Crew Rate	RPLS	Senior Tech	Total
	$175	$195	$135	
150.2 Design Survey				
Additional survey for areas outside existing ROW				$0
Update DGN and TIN/Terrain				$0
QAQC and Final Updated Deliverables				$0
Sub Total				**$0**
Parcel Descriptions (for 103 Parcel Acquisitions)				
Obtain Boundary Monumentation data	1280			$224,000
Boundary Analysis		205	550	$114,225
Prepare exhibit maps		205	550	$114,225
Prepare exhibit Descriptions		365	365	$120,450
Address Comments		45	90	$20,925
QA/QC		90	180	$41,850
Sub Total				**$635,675**
Per Parcel				**$5,480**

Total Hours	1280	910	1735	
Total	**$224,000**	**$177,450**	**$234,225**	**$635,675**

The Rios Group

PROJECT NAME: **Rancier Ave**

PROJECT LIMITS: **Fort Hood St to 38th ST**

163.19 SUE Services

Labor	Rate	Assumed Quantity	Unit	SubTotal
Supervisory Engineer	$ 190.86	4	HR	$ 763.44
SUE Project Manager	$ 169.71	8	HR	$ 1,357.68
Professional Engineer	$ 165.19		HR	$ -
Asst. Project Manager	$ 118.30	16	HR	$ 1,892.80
EIT	$ 110.49		HR	$ -
CADD Tech	$ 74.84	60	HR	$ 4,490.40
Eng Tech	$ 74.67	4	HR	$ 298.68
Field Mgr	$ 127.23	15	HR	$ 1,908.45
Administrative	$ 81.39		HR	$ -
Subtotal				$ 10,711.45

Direct Expenses	Rate	Assumed Quantity	Unit	SubTotal
ROW Permit	$ 500.00	1	EA	$ 500.00
Traffic Control (Standard)	$ 1,000.00	4	DAY	$ 4,000.00
Traffic Control (Intersection)	$ 1,500.00	2	DAY	$ 3,000.00
Survey (RPLS)	$ 2,500.00	7	DAY	$ 17,500.00
				$ 25,000.00

QL "B" SUE Test Holes

Unit Rate - Depth	Rate	Assumed Quantity	Unit	Subtotal
One Designating Person	$ 160.00	120	EA	$ 19,200.00
Two Person Designating Crew	$ 250.00	50	EA	$ 12,500.00
Subtotal				$ 31,700.00

QL "A" SUE Test Holes

Unit Rate - Depth	Oustide Pavement Area	Assumed Quantity	Unit	Subtotal
0-5 Feet	$ 1,315.00	10	EA	$ 13,150.00
5-8 Feet	$ 1,600.00	7	EA	$ 11,200.00
8-13 Feet	$ 1,995.00	3	EA	$ 5,985.00
13-20 Feet	$ 2,575.00		EA	$ -
Over 20 Feet	$ 3,025.00		EA	$ -
Pavement Coring	$ 370.00	10	EA	$ 3,700.00
Subtotal				$ 34,035.00

Total Estimated Cost **$ 101,446.45**

Dianna Tinkler

PROJECT NAME: Rancier Avenue

PROJECT LIMITS: Fort Hood St to 38th ST

	TASKS	SHTS	Project Manager	Right of Way Agent	Adminstrative Assistant	TOTAL HOURS	TOTAL COST
			$200.00	$160.00	$85.00		
FC 134 (134)	**Right-of-Way Acquisition**						
___	ROW Acquisition Services		212	6,360	742	7,314	$ 1,123,070.00
SUBTOTAL		0	212	6,360	742	7,314	**$ 1,123,070.00**
LABOR TOTALS		**0**	**212**	**6360**	**742**	**7,314**	**$ 1,123,070.00**
			2.9%	87.0%	10.1%		

OTHER DIRECT EXPENSES		# OF UNITS	COST/UNIT	UNIT		
	MILEAGE		0.58	mile		$ -
	RENTAL CAR (Includes taxes and fees; Insurance costs will notbe reimbursed)		$65.000	day		$ -
	RENTAL CAR FUEL		$100.00	day		$ -
	Air Travel - In State - Short Notice (Coach)		$420.00	Rd/Trip/person		$ -
	Lodging/Hotel (Taxes/fees not included)		$96.000	day/person		$ -
	Lodging/Hotel (Taxes/fees)		$30.000	day/person		$ -
	Meals (Excluding alcohol & tips) (Overnight stay required)		$50.000	day/person		$ -
	OVERNIGHT MAIL - OVERSIZED BOX		$40.000	each		$ -
	PHOTOCOPIES B/W (11" X 17")		$0.200	each		$ -
	PHOTOCOPIES B/W (8 1/2" X 11")		$0.100	each		$ -
	PHOTOCOPIES COLOR (11" X 17")		$1.25	each		$ -
	PHOTOCOPIES COLOR (8 1/2" X 11")		$0.75	each		$ -
	PLOTS (COLOR ON BOND)		$1.25	per sq. ft.		$ -
	Reimbursables	106	$625.00	each		**$ 66,250.00**
						$ -
						$ -
						$ -
						$ -
SUBTOTAL DIRECT EXPENSES (FC 164)						**$ 66,250.00**

UNIT COST EXPENSES		# OF UNITS	COST/UNIT	UNIT		
						$ -
	Appraisals	103	$5,985.000	Each		**$ 616,455.00**
	Review Appraisals	103	$1,890.00	Each		**$ 194,670.00**
						$ -
SUBTOTAL UNIT COST EXPENSES (FC 164)						**$ 811,125.00**

SUMMARY

TOTAL COSTS FOR SUBCONSULTANT 1	$ 1,123,070.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUBCONSULTANT 1	$ 66,250.00
NON-SALARY (UNIT COST EXPENSES) FOR SUBCONSULTANT 1	$ 811,125.00
GRAND TOTAL	**$ 2,000,445.00**

CONTRACT AMENDMENT

No. 323-001

Rancier Avenue Replacement and Streetscaping Improvement Project

This Amendment shall be part of the City of Killeen Rancier Avenue Replacement and Streetscaping Improvement Project Professional Services Agreement. This Contract was entered into on December 14, 2022. The change in the fee structure is as follows:

JUSTIFICATION:

On December 14, 2022, a Professional Services Agreement (PSA) was executed with BGE, Inc. for a not to exceed amount of $813,453.73. The scope included schematic design service for the Rancier Avenue reconstruction. PSA Amendment No. 1, the consultant requested $35,169.00 for Supplemental Traffic Analysis. PSA Amendment No. 2 the consultant requested $2,037,006.37 for the 30% plans. PSA Amendment No. 3 is a $7,396,410.95 proposal to respond to the request for Engineering design to 100%. The scope of work is defined in Exhibits B-3 & D-3 (Attached).

This Amendment is subject to annual appropriation by the Killeen City Council. If sufficient funds are not appropriated for any subsequent fiscal year, the City may terminate this Agreement upon written notice to the Contractor, without penalty or further obligation. Estimated annual disbursements: FY 2026 - $3,800,000; FY 2027 - $3,100,000; and FY 2028 - $496,410.95.

Scope of Services	Phase	Present Contract Amount (Original thru Amendment #2	Proposed Amendment #3	Proposed Contract Amount (Original thru Amendment #3)
Schematic Design	1	$813,453.73		
Traffic Analysis Supplemental	2	$848,622.73		
30% Plans	3	$2,885,629.10		
100% Plans	4		$7,396,410.95	$10,282,040.05
	Total	$2,885,629.10	$7,396,410.95	$10,282,040.05

BGE, Inc.

By: Brian D. Rice

Signature: Brian D Rice

Title: Director

Date: 10/10/2025

City of Killeen

By: Kent Cagle

Signature: _____

Title: City Manager

Date: _____

EXHIBIT B-3
ENGINEERING SERVICE

BGE, Inc. (ENGINEER) will provide staff to support the City of Killeen (Owner) with general construction and engineering support services for the Rancier Avenue project from Fort Hood Street to N 38th Street. The project will convert one mile of corridor from four-lane to two-lane with intermittent left turn lanes, and 1.5 miles from four-lane to a two-lane section with center turn lanes including full depth pavement. The project includes design and construction of six to ten-foot buffered sidewalks and dedicated bike lanes, installation of landscaping and hardscape, upgrade traffic and pedestrian signals, installation of roadway and sidewalk illumination, upgrade storm drainage, relocate and upgrade existing water and wastewater lines, and relocate dry utilities from overhead to underground between Fort Hood St and 10th Street. Utilities will remain overhead from 10th Street to N 38th Street.

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the preparation of plans, specifications, and estimates (PS&E) and related documents, as requested by the Owner. These services may include, but are not limited to, preparing roadway design, hydrologic and hydraulic design, storm sewer design, water and wastewater utility design, duct bank design, landscaping design, survey and ROW mapping, environmental, public involvement, and subsurface utility engineering investigation, geotechnical data collection, and right-of-way acquisition services.

This scope of work pertains to advance the PS&E elements of this project from 30% to 100% milestone. The scope and fee assume a project management and design duration of up to 24 months. The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Killeen criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

ENVIRONMENTAL COMPLIANCE (Function Code 120)

This project is projected to be locally sponsored by the City of Killeen and is not on the Texas Department of Transportation (TxDOT) system; however, Federal Highway Administration (FHWA) funds administered by the Killen-Temple Metropolitan Planning Organization (KT MPO), are anticipated. Therefore, the project will be subject to TxDOT review and NEPA requirements per 23 U.S.C 327 and a Memorandum of Understanding (MOU) dated July 17, 2025, and executed by FHWA and TxDOT. The project is anticipated to be environmentally cleared through TxDOT as a Categorical Exclusion (CE) for the entire limits of the new proposed right-of-way (ROW).

As the project is anticipated to be a locally sponsored project subject to TxDOT's environmental review procedures, an Advanced Funding Agreement (AFA) between TxDOT and the City of Killeen has been executed. In addition, the project has been assigned a Control-Section-Job numbers (CSJs). Environmental compliance documentation will be updated in TxDOT's format and according to current TxDOT guidance found in TxDOT's Environmental Compliance Toolkits.

1. TxDOT Categorical Exclusion

Proposed improvements to Rancier Avenue will require environmental approval. The TxDOT Waco District will be responsible for review and approval of environmental documentation. This scope of Services is based on TxDOT's current published TxDOT CE guidance in the TxDOT Environmental Toolkits. The ENGINEER will update TxDOT's Work Plan Development (WPD) Section I – Project Definition, WPD Section II – Work Plan Development, and supporting project area maps. These documents will be submitted to the TxDOT Waco District for review and approval.

Deliverables:

A. Update Draft and Final WPD Section I and WPD Section II

B. Update Draft and Final Project Area Maps

2. Archeological Studies

The ENGINEER will update the Archeological Background Study per the TxDOT Environmental Toolkit and submit to the TxDOT Waco District for review and approval. The Background Study shall be updated by a professional archeologist as defined in 13 TAC 26.5(52)(B). Background studies comprise a review of existing data, including – but not limited to – the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps. Based on this review, the ENGINEER will identify if there are any locations that may require field investigation to evaluate the project's effects on archeological resources. As the proposed project would occur within a highly developed urban area, a need for additional archeological investigations is not anticipated.

Deliverables:

A. Updated Draft and Final Archeological Background Study

3. Historical Studies

The proposed project is within an aging part of the City of Killeen, new ROW is anticipated and structures 50 years of age or older are anticipated along the project limits. It is anticipated that the THC and TxDOT will require a Historical Resource Project Coordination Request (PCR) and possibly a Historical Studies Research Design and Historic Resources Reconnaissance Survey to identify historic resources that may be

impacted by the proposed project and to assess potential impacts to historic properties, if identified.

The ENGINEER will update the Historical Studies PCR per the TxDOT Environmental Toolkit and submit to the TxDOT Waco District for review and approval. This task includes data collection, exhibits and documentation using the TxDOT format standards.

TxDOT Waco District will be responsible for coordination with the THC per the 2013 MOU between TxDOT and the THC.

Deliverables:

A. Update Draft and Final Historical Studies PCR

4. Threatened and Endangered Species

The ENGINEER shall update the habitat assessment and biological resources summary utilizing TxDOT's Species Analysis Summary and Species Analysis Form according to current guidance in the TxDOT Environmental Toolkits to document compliance with applicable state and federal requirements. U.S. Fish and Wildlife Service or Texas Parks and Wildlife Department coordination is not anticipated.

Deliverables:

A. Update Draft and Final Species Analysis Summary

B. Update Draft and Final Species Analysis Form

5. Water Resources

Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act regulate activities with the potential to impact Navigational Waters and Waters of the U.S., including wetlands. Regulatory oversight of Section 10/Section 404 is within the purview of the U.S. Army Corps of Engineers (USACE) and impacts to USACE jurisdictional waters require USACE authorization. Based on the proposed design, it is anticipated that if jurisdictional waters are present, the project would qualify for a Nationwide Permit (NWP) #14, and impacts to jurisdictional waters would fall below the thresholds requiring USACE notification. The ENGINEER shall update surface water analysis documenting the presence or absence of jurisdictional waters and potential impacts to those waters by the proposed project. The ENGINEER shall document the results and compliance with the conditions of NWP 14 on a Surface Water Analysis Form and Section 404/10 Impacts Table according to current TxDOT guidance in the Environmental Compliance Toolkits.

Deliverables:

A. Update Draft and Final Surface Water Analysis Form, Draft and Final Section 404/10 Impacts Table

6. Hazardous Materials

It is anticipated that the proposed project would require work outside of the existing Rancier Avenue ROW; therefore, TxDOT guidelines require preparation of a Hazardous Materials Initial Site Assessment (ISA). The ENGINEER shall update the ISA for potential hazardous materials that may impact the proposed project according to current TxDOT guidance in the Environmental Compliance Toolkits. Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments are required during future stages of project development, the ENGINEER shall review those findings and commitments with TxDOT prior to completing the hazardous materials discussion for the environmental document.

Deliverables:

A. Update Draft and Final Hazardous Materials ISA

PUBLIC INVOLVEMENT (Function Code 121)

1. TxDOT Public Involvement

The ENGINEER shall perform Public Involvement Activities according to current guidelines in TxDOT's Environmental Compliance Toolkits and communicate the results to the TxDOT Waco District to be documented into ECOS. It is anticipated that the proposed project will require a public hearing , using TxDOT's current template on the Environmental Compliance Toolkit. The ENGINEER will update and maintain a mailing list of all affected property owners based on current Bell County Appraisal District data. The ENGINEER will provide documentation of the public hearing and any comments received according to current TxDOT guidelines and provide documentation to the TxDOT Waco District.

Deliverables:

A. Conduct In-person Public Hearing

2. Additional Public Involvement

At the request of the City, the ENGINEER will update the public engagement plan and provide general public outreach and engagement throughout the project. A database will be updated which includes nearby property owners and residents, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. ENGINEER will identify and reach out to key stakeholders and community groups (HOAs, etc.) that may be interested and will collect email addresses for email updates. - Finally, email updates will be sent out to keep the public updated on the project progress.

A. **Public Engagement Plan –** The ENGINEER will plan, schedule, conduct and facilitate one (1) public hearing to share project information with and collect

feedback from citizens and stakeholders as determined by the City and the team. The hearing will be held at a time decided by the City, and will include a virtual attendance option. Tasks may include, but not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the hearings by distributing meeting information and coordinating with attendees; holding and participating in hearing rehearsals; facilitating meetings; presentation development and providing a summary report of the hearing including public input received. The ENGINEER will develop hearing materials and provide Spanish translation as needed. The ENGINEER will create a pre-recorded public meeting with project materials (e.g., fact sheets, exhibits) to be hosted on the online project portal.

B. **Coordinate Hearing Announcements and Promotions –** The ENGINEER will organize and conduct a public hearing at a time and place determined through coordination between the ENGINEER and the City. Notices of the public hearing will be provided to key stakeholders identified during development of the public engagement plan.

C. **Develop Materials, Web Content and Final Electronic Copies –**The ENGINEER will update, host and maintain the existing online project information portal to provide the public with project information and an opportunity to provide feedback. The online portal will contain links to a pre-recorded virtual public hearing, to run concurrently with the in-person public hearing. An opportunity to comment on the virtual public hearing will be provided through the portal for a period of time to be specified through coordination between the ENGINEER and City.

D. **Develop Post Public Hearing Documentation -** The ENGINEER will develop a public hearing documentation that includes a cover sheet, the sign-in sheets for all attendees, a copy of all comments received during the public hearing and subsequent 15-day comment period, both written and dictated, any mailed notices, flyers, mailing list, website notice, and documentation of additional outreach methods, photographs or pdfs of all boards and exhibits, presentations and general photos of the hearing proceedings, and written transcripts for any video presentations. Deliverables:

A. Update Public Engagement Plan, including maintenance of stakeholder database throughout the project in Excel format

B. Coordinate meeting announcements, for email updates and promotion such as letters, email notices, signage, media releases, posting, etc.

C. Develop materials, web content (to be shared on City's website) and final electronic copies (fact sheet, exhibits)

D. Update materials development and final electronic copies (fact sheet, exhibits)

E. Develop and facilitate one virtual public hearing (to be hosted on the online project portal) with in-person option

F. Coordinate hearing announcements and promotion such as letters, email notices, signage, media releases, posting, etc.

G. Provide post public hearing documentation

UTILITY INVESTIGATION AND ADJUSTMENT COORDINATION (Function Code 130)

1. Utility Engineering Investigation

The ENGINEER's subconsultant, The Rios Group, will perform Subsurface Utility Engineering (SUE) services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities".

The scope of this proposal includes additional QLB and QLA SUE services to include:

QLB SUE services within the limits of the Rancier Avenue project. QLB SUE services provided will be inclusive of QLC and QLD. The limits extend an additional 4000 LF along Rancier Avenue to investigate newly installed utilities in these areas. The following areas are specifically excluded from the scope of work of this proposal: private property, proposed ROW, QLB on utilities previously investigated by TRG.

This scope of work also includes up to twenty (20) QLA SUE test holes at a location that will be provided by the Utility Coordinator following a review of the QLB SUE information.

Deliverables

A. A utility file in CAD format depicting all SUE data documented on the project.

B. A summary sheet of all test hole coordinate data and depth information.

C. 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Owner in electronic PDF form.

D. 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Owner in electronic PDF form.

E. A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

2. Utility Adjustment Coordination

Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local Public Agencies (LPAs), City Project Manager, City Utility Staff. Utility coordination duties include, but are not limited to: assisting in preparing utility agreement assemblies including utility agreements, utility reimbursable billings, joint use agreements, and assisting utility companies with utility permit submittals.

The Utility Coordinator shall perform utility adjustment coordination for approximately ten (10) utilities as listed below:

- Atmos Gas
- Bell County WCID No. 1
- Brightspeed
- Spectrum
- Oncor Electric Distribution
    - Underground Network Design
    - Aerial Design Services
- City of Killeen Water and Wastewater
- Millennium Telcom LLC dba OneSource Communication
- Unite Private Networks LLC
- Killeen ISD

A. **Utility Coordination -** The Utility Coordinator will perform utility coordination and liaison activities with involved utility owners, their consultants, and the Owner to achieve timely project notifications. In conjunction with formal coordination meetings, the Utility Coordinator will create meeting minutes, create, and update the utility conflict matrix, create action item log, perform document control, and assist with conflict analysis and resolution.

The Utility Coordinator will coordinate utility related activities with the Owner, or its designee, to facilitate the orderly progress and timely completion of the City's design phase. The Utility Coordinator is responsible for the following:

i. Initial Project Meeting: Attend an initial meeting and on-site visits (when appropriate) to develop familiarity with existing conditions and project requirements and prepare a written report of the meeting

ii. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners and other concerned parties, if needed.

iii. External Communications. The Utility Coordinator will coordinate all activities with the Owner, its contractors, representatives and stakeholders, as authorized by the Owner

iv. Progress Meetings. The Utility Coordinator will implement a schedule of periodic meetings and milestone meetings with each utility company and Owner or Owner's representatives for coordination purposes. The Utility Coordinator will notify the Owner at least five (5) business days in advance of each meeting. The Utility Coordinator will provide and produce meeting minutes of all meetings with said utility companies, Owners, or Owners' representatives within seven (7) business days. The frequency of these meetings must be appropriate to the matters under discussion with each utility owner.

a. Milestone Meetings: The Utility Coordinator will hold four (4) milestone meetings including 30%, 60%, 90% and 100%. These meetings will be used to discuss project design updates with utilities and the Owner.

b. Shared Duct Bank Meetings: The Utility Coordinator will hold group and individual meetings anticipated to utilize the proposed telecom duct bank. These meetings will be to discuss project updates including project schedules, joint trench design, etc. This will consist of the initial project kick-off meeting and monthly meetings for the duration of the project (assumed up to 26 months).

c. Individual Utility Meetings: The Utility Coordinator will hold individual monthly utility meetings as needed. It is assumed that five (5) utilities will require individual monthly meetings for a duration of 18 months, totaling 90 meetings.

d. Progress Meetings: The Utility Coordinator will meet with the Owner and design consultants, periodically to coordinate the work effort and resolve problems. The Utility Coordinator will also prepare a written report of all progress meetings and provide the report to the Owner. It is assumed that there will be a total of

up to 24 monthly progress meetings. During the progress meetings, the Engineer must review:

i. Activities completed since the last meeting

ii. Problems encountered

iii. Late activities

iv. Activities required by the next progress meeting

v. Solutions for unresolved and/or anticipated problems

vi. Information or items required from other agencies/consultants

As required, the Utility Coordinator will coordinate with the local utility committees and councils to present a footprint of the Owner's projects with represented utility companies and owners. The Utility Coordinator will also coordinate with any other utility committees which might include county, city, or other officials, as needed.

The Utility Coordinator must provide the Owner and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM), and utility conflict layout for each project with information such as:

a. Owner's name

b. Contact person

c. Telephone numbers

d. Emergency contact number

e. Email addresses, and

f. Pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material and other information that readily identifies the utilities company's facilities.

The Utility Coordinator is responsible for updating the UCM and utility conflict layout throughout the project and at each milestone.

The Utility Coordinator must advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area by distributing the SUE plan sheets or project layout sheets.

The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of those conflicts.

B. Utility Agreements for Utility Adjustments

The Utility Coordinator must coordinate with utility owners on the identified conflicts with proposed construction and ensure the Owner's rules and regulations are addressed. The Utility Coordinator must assist the utility companies in the preparation of required agreements associated with, but not limited to cost estimates, plans, disposition of existing facilities and schedule.

Utility Agreement Assemblies are assumed for two (2) utilities. Those utilities are Atmos MidTex and Oncor Electric.

i. Utility Agreement Assemblies: A packaged agreement consisting of a Utility Joint Use Acknowledgement, Standard Utility Agreements, plans, proof of property, schedule of work, Buy America compliance Mill Test Reports (MTRs) or Certifications

a. Utility Agreements: If a utility is located within an easement, the utility company might have a compensable interest. The utility company must furnish a copy of their easement to the Utility Coordinator. The Utility Coordinator will determine whether or not a compensable interest exists. The Utility Coordinator will review plans to determine compliance with Owner rules and ensure the proposal will not conflict with roadway construction. The Utility Coordinator will review the cost estimate to confirm all listed items and quantities are clearly defined in the plan set. The Utility Coordinator will submit a copy of the easement(s), plans and estimate to the Owner via letter of recommendation.

b. Escrow Agreements: If it is determined that the utility will be adjusted as part of the roadway contract, the Owner's project manager must be notified immediately.

ii. The Utility Coordinator will determine which utilities will be installed by agreement between the utility and the Owner. The Utility Coordinator will coordinate utility agreements, determine the necessity of any escrow agreements, and forward these documents to the Owner for final approval.

C. Coordination of Engineering Activities

i. The Utility Coordinator will maintain a utility conflict layout utilizing the Existing Utility Layout. The Utility Coordinator will utilize the layout of existing utilities as prepared, if available, and of the following:

a. Facilities in conflict with the proposed project that are to be relocated.

b. Facilities to be removed or abandoned in place.

c. Facilities to remain in service and in place because of roadway design adjustments and meeting the current rules and regulations.

d. If there are additional facilities not shown in the SUE documents which require relocation, the Utility Coordinator will coordinate this information with the Owner immediately upon discovery.

ii. Review of Utility's Proposed Adjustments:

a. Evaluate Alternatives: The Utility Coordinator will evaluate alternatives in the adjustment of utilities balancing the needs of both the Owner and the Utility

b. Review Estimates and Schedules: The Utility Coordinator will, with the assistance of the Owner, review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

c. The Utility Coordinator will review plans, Buy America materials, and proposed location data.

d. The Utility Coordinator will confirm that utility owners are reviewing updates for the project design development so that the utility owners are reviewing the most current plants, quality and accuracy of utility adjustment data as it pertains to the plans. The responsibility for compliance, quality and accuracy of utility adjustment plans will remain with the utility company.

iii. The Utility Coordinator will:

a. Confirm all facility conflicts have been resolved

b. Confirm all stakeholders have concurred with the various alignments, including the undergrounding of their overhead assets (where applicable)

c. Coordinate with the utility companies to develop the sequence of construction for all utility relocation work. The Utility Coordinator will provide in the schedules provided by the

utility to the ENGINEER to incorporate into the Traffic Control Plan and notes.

d. Determine which utilities will be built as part of the contract.

iv. The Utility Coordinator shall coordinate, and/or review PS&E for all utilities included in the construction contract.

v. Utility Coordinator will coordinate the status of ROW acquisitions with the utilities to assist with scheduling accommodations.

Deliverables

A. Utility Conflict Matrix, including the identification of utility conflicts and resolutions

B. CAD-compatible file showing all existing utility conflicts and relocations

WATER AND WASTEWATER UTILITY ENGINEERING (Function Code 131)

The ENGINEER shall maintain a utility layout in in a CAD-compatible software to be used by the Owner. This layout shall include existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to monitor and evaluate alternatives. The ENGINEER will utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- Facilities in conflict with the proposed project that are to be relocated.
- Facilities to be abandoned in place or removed.
- Facilities to remain in service and in place.

The ENGINEER shall be responsible for determining if there are additional facilities, not shown in the SUE documents, which require relocation. The ENGINEER shall coordinate this information with the Owner immediately upon discovery.

A. Water and Wastewater Design – The ENGINEER will design the relocation of water and wastewater lines and appurtenances as required for the reconstruction of Rancier Avenue. The locations of these facilities to be relocated will be determined during the roadway preliminary design. The following assumptions provide the extent of design to be performed within the project limits.

a. Water Utilities:

i. Relocation of up to 15,000 LF of water line, including the relocation and/or adjustment of up to 30 valves.

ii. Relocation and reconnection of up to 150 service connections (long or short)

iii. Placement or relocation of fire hydrants every 300 feet where no existing fire hydrants exist (up to 20)

iv. Development of irrigation-specific sleeve layouts for irrigation service

v. Coordination with Landscape Architecture team to place up to eight (8) meters with backflow prevention

vi. Coordination of up to eight (8) hydrant tests

b. Wastewater Utilities:

i. Relocation of up to 2,700 LF gravity wastewater line and associated manholes

ii. Adjustment of up to 20 manholes to grade

Deliverables

A. Plans, Specifications and Cost Estimate at the 60%, 90% and 100% intervals

DUCT BANK DESIGN (Function Code 132)

There are presently four (4) telecommunication owners within the Project Limits that are mostly attached to Oncor poles. There are also a few hundred linear feet of underground telecommunication assets. For undergrounding to occur and allow for future providers (including the City's IT), the project proposes two 6,000 LF 9-4" telecommunication duct banks that will be located on the north and south sides of Rancier. When the duct spaces are constructed, telecommunication owners will need to pull-through their fiber assets through these duct spaces and perform splicing at the proposed 75 access points (handholes) for eventual servicing to the private properties. BGE will provide the following services for telecommunication duct bank design:

A. Duct Bank Design:

a. Underground Telecommunication Relocation Coordination – The ENGINEER will manage the design and consolidation of overhead aerial telecommunication facilities into an underground duct space as required for the reconstruction for Rancier Avenue. The location of this facility will be determined during the roadway

preliminary design. The following assumptions provide the extent of design to be performed within the project limits:

i. There will be up to two joint telecommunication duct banks for Rancier Avenue. Approximately 12,500 LF of overhead telecommunication assets will be coordinated and relocated into an underground space.

ii. All applicable telecommunication utility providers within Project Limits will elect to participate in the joint duct bank coordination for purposes of relocating their overhead or underground assets into the proposed joint duct bank via pull-through construction

iii. The telecommunication utility providers will be responsible for managing the splicing of their assets that service commercial and residential facilities. The telecommunication utility providers will be responsible for designing the services of broadband to their respective commercial and residential customers.

iv. The ENGINEER will design up to 75 access points to accommodate street crossing and telecommunication asset accessibility appurtenances.

v. The ENGINEER will design the duct bank to include 2-3" conduits for ITS.

b. Overhead Telecommunication Relocation Coordination – The ENGINEER will coordinate approximately 6,000 LF of pole re-alignments.

i. The ENGINEER to design up to 35 riser facilities as the proposed telecommunication underground alignment transitions to existing aerial alignments at street crossings.

Deliverables

A. Plans, Specifications and Cost Estimate at the 60%, 90% and 100% intervals

ELECTRIC UTILITY PRELIMINARY ENGINEERING REPORT AND CIVIL INFRASTRUCTURE DESIGN (Function Code 133)

Oncor currently provides electrical service to properties along Rancier from overhead electric facilities. As part of the improvements for this project, approximately 6,000 LF of Oncor assets will need to be consolidated into an underground duct space (separate from telecommunication) within the Urban Segment of the corridor. As utility coordination discussions with Oncor have occurred, Oncor has requested the following:

- Up to 60 single phase padmounted transformers, one for each of the approximate 60 businesses along Rancier between Fort Hood and E 10th Street. Each transformer

is located on private property, requires an approximate 4-ft x 4-ft concrete pad and requires a 340 square foot easement area for access and maintenance activities.

- One switch gear vault to service up to six single-phase transformers (up to 10 total). Each switch gear is located on private property, is approximately 10.5-ft by 7-ft and requires a 550 square foot easement area for access and maintenance activities.

- Up to 10 "secondaries" or handholes for other access points to the duct bank structure

See Figure 1 for an example visual on private ROW.

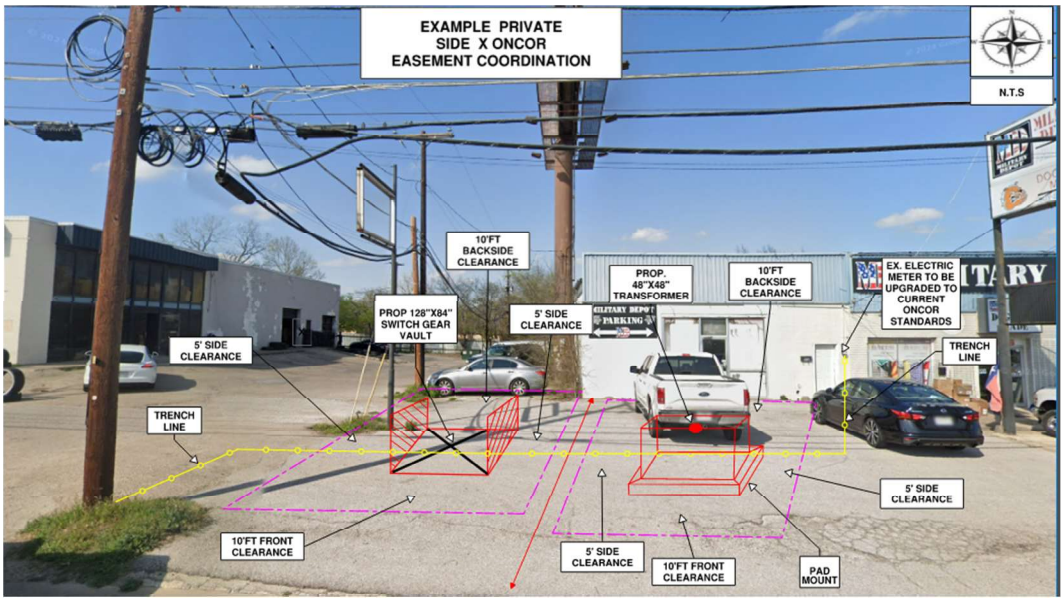


Figure 1: Example Private Side X Oncor Easement Coordination

It is known that Oncor has previously entered into easement agreements with private properties for each electric service connection but it is presently unknown what extents and where each easement is located for each property. It is also known that each property is currently metered by Oncor but it is presently unknown if each metered connection requires an upgrade to transition into the new underground electric delivery system.

As this project advances past its 30% design stage, numerous unknowns must be studied to determine the design and extent of costs associated with this consolidation of Oncor's overhead assets into underground. BGE proposes to prepare a Preliminary Engineering Report (PER) to evaluate the infrastructure costs and coordinate a Memorandum of Understanding (MOU) between the City and Oncor to determine cost-sharing opportunities. BGE also proposes to design the civil infrastructure for Oncor within the proposed ROW to the 100% design stage. BGE has estimated the cost for the 6,000 LF of electric duct space, the 60 concrete pads needed for phase one transformers and the ten switch gears and has formulated the design fee for this scope item based on 8% of this construction cost. This cost excludes wiring, transformers, and general electrical

engineering that scope assumes Oncor will provide. BGE notes that the PER and MOU may impact the extents of design work required. Further description of each scope item associated with Rancier's electric utility is as follows:

A. Electric Delivery Preliminary Engineering Report

   a. BGE will coordinate with Oncor to evaluate and understand the electric delivery at each parcel (Up to 60 parcels) that is impacted by undergrounding, including the following:

      i. Exhibition of each existing Oncor easement. Scope assumes Oncor will research and provide information on their existing easements located on private properties along Rancier.

      ii. Preliminary placement of transformers and/or switch gears, including the delineation of proposed, or additional Oncor easements to accommodate this new infrastructure

   b. Assessment of each existing electric meter per property. BGE will also evaluate side streets parallel to Rancier, to determine if overhead electric delivery can be maintained to properties but re-directed from a backlot source.

   c. As electric delivery, switch gear placement, transformer placement, and Oncor easements are understood, BGE will evaluate the proposed infrastructure improvements for Rancier and advance design the plan view of the underground duct spaces, secondary handholes up to the 30% design interval, including a cost estimate. This report will also include per-parcel exhibits communicating where transformers and/or switch gears could be placed and what easements need to be acquired.

B. Memorandum of Understanding

   a. BGE will support the development of a memorandum of understanding between Oncor and the City to communicate total costs and coordinate which entity will be responsible in paying for what infrastructure or easements.

C. Electric Civil Infrastructure Design

   a. Underground Electric Relocation Coordination – The ENGINEER will manage the design and consolidation of overhead aerial Oncor facilities into an underground duct space as required for the reconstruction for Rancier Avenue. The location of this facility will be determined during the PER. Oncor assets will be designed to Oncor's DCS-5 Specifications. The following assumptions provide the extent of design to be performed within the project limits:

i. There will be one 9-4" electric duct bank for Rancier Avenue urban segment. Approximately 6,000 LF of overhead electric assets will be coordinated and relocated into an underground space.

ii. Oncor will participate in undergrounding their assets into this dedicated duct space.

iii. Oncor will be responsible for wiring, de-energization plans, meter upgrades, providing single phase transformers, and general electric engineering required in managing the servicing of their customers as their assets are upgraded and transitioned to underground.

iv. The ENGINEER will design up to 20 manholes along the duct bank alignment.

Deliverables

A. One preliminary engineering report incorporating the items discussed in this Section, including plans and cost estimate of civil infrastructure up to the 30% interval the Memorandum of Understanding as an appendix.

B. Plans, Specifications and Cost Estimate at the 60%, 90% and 100% interval

RIGHT-OF-WAY ACQUISITION (Function Code 134)

1. Right-of-Way Acquisition Services

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

- Prepare monthly status report for parcel acquisition as requested by City
- Participate in monthly project review meetings as determined by City, as needed
- Prepare owner contact list for project
- Order title commitments for each parcel
- Parcel files for acquisitions will be kept in ROW provider's office
- Maintain parcel files including correspondence and negotiator's log with property owner

- Maintain record of parcel payment amounts
- Maintain parcel files with original documentation related to the purchase of the real property or property interest.
- The ENGINEER will require surveyor to update parcel sketches as needed to show encumbrances listed in the title commitment
- Upon receipt of approved field note descriptions from the City, prepare letter of intent to acquire to property owner and provide landowner's bill of rights by Certified Mail-Return Receipt Requested (CMRRR)
- Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies
- Completed appraisals will be reviewed by review appraiser with recommended appraised values approved by City prior to making initial offers
- Prepare initial offer letter, purchase contract, instrument of conveyance
- Field note description, written offer, purchase contract, instrument of conveyance, appraisal report, Landowner's Bill of Rights, Information about Brokerage Services and Consumer Protection Notice will be mailed to property owner by CMRRR
- Contact each property owner to meet and discuss the written offer, if practical
- Initiate and receive various phone calls throughout initial offer
- Prepare general correspondence to property owner
- Provide property owner questions/concerns with ENGINEER and City to resolve property owner questions/concerns
- Attend maximum of three (3) meetings with property owner during initial offer phase
- Submit any written counteroffer from property owner to City including supporting documentation, and recommendation with regard to counteroffer
- Secure necessary signed instruments upon acceptance of the offer by property owner for the closing.
- Provide purchase contract executed by the property owner to City for City's execution.

- Assist the City in the curative work necessary to provide clear title to City, including full and partial releases of liens. Curative title work for parcels with abstracts of judgment, foreclosure, bankruptcy and tax liens will be invoiced as additional services.

- Prepare check request to City for acquisition costs including but not limited to fully executed purchase agreement total price amount, document preparation fee for lender consents/subordination to easement, lender's processing fee, recording fees, escrow fees, and any other applicable closing costs with supporting documentation (HUD Settlement Statement) provided.

- Attend closing with property owner.

- Title company will record original instruments after closing with the County Clerk's Office.

- Prepare final offer letter, documents of conveyance as necessary and mail by CMRRR.

- Attend one (1) meeting with property owner after final offer letter in an attempt to reach agreement in lieu of condemnation.

- Assist the City with securing a Possession and Use Agreement if acceptable with property owner.

- Provide copies of intent to acquire letter, initial offer letter, final offer letter and purchase contract to City condemnation attorney (not included with ENGINEER's contract).

- Provide summaries of project expenses for amounts authorized and paid.

- Prepare project close-out summary and scan recorded instruments and closing documents.

- Deliver file to City as requested: 1) Closed file, 2) Condemnation file.

2. Relocation Assistance Agent

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

- Initial interview with displace.

- Prepare 90 day notice to vacate letter to displace.

- Provide Relocation Assistance brochure to displace.

- Complete TXDOT Form R96.
- Discuss relocation procedures.
- Coordinate moving estimates with vendors.
- Explain move options to displacee.
- Explain claim procedures to displace.

3. Appraiser

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

Appraisals developed and reported in compliance with the 2022-2023 Uniform Standards of Professional Practice (USPAP)

Appraisal reports will be written in conformance with Standard Rule 2-2(a) as defined by USPAP as well as applicable TXDOT reporting requirements and guidelines

Appraisal completion date for each appraisal report will be 120 days from receipt of

finalized field note description and a notice to proceed.

4. Review Appraiser

The ENGINEER'S subconsultant, Dianna Tinkler, will perform the following services:

- Appraisal reports will be written in conformance with applicable TXDOT reporting requirements and guidelines.
- Appraisal completion date for each appraisal report will be 45 days from receipt of appraisal report.

A. Coordination for Title, Acquisition Limits: The ENGINEER to coordinate title and acquisition limits for 103 parcels.

PROJECT MANAGEMENT (Function Code 145)

1. Meetings

A. Attend and document up to 24 Progress Meetings at the City of Killeen office or virtual. Engineer to prepare meeting minutes and distribute within 24-hours of the meeting.

2. General Contract Administration

A. Develop monthly invoices and progress reports.

B. Subconsultant coordination and management.

C. Develop and maintain design schedule.

FIELD SURVEYING (Function Code 150)

Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Killeen regulations.

Survey field notes will be submitted if requested by the City of Killeen.

Verify and compare previously located utility data with current ground conditions. The Surveyor will Contact the One-Call System in advance of performing field surveys to attempt data collection includes ties to location of marked utilities. This task does not always allow for timing of markings with the survey activities. Reasonable attempts to coordinate with utility owners will be made to achieve efficiency in data collection. Historically, results in this task have been marginal and there may cause to seek additional compensation for repeated trips to the project site to complete this effort.

1. Right-of-Way Parcel Map Exhibits (Parcel Descriptions)

Title work will be completed on all properties adjacent to the subject right-of-way in areas that need the right-of-way defined within the project limits. Title work will include, at minimum, owner name, vesting deed information, record information of legal lot, and all easements that affect the tract. Additionally, all record documents referenced in the title work shall be provided to the Surveyor.

For each parcel of land to be acquired, an Exhibit (Property Description) shall be prepared for each parcel or tract consisting of two (2) parts: (1) a metes and bounds description of the property and (2) a parcel plat. Each part of a Property Description will be QA/QC'd and shall be signed and sealed by a RPLS. Scope assumes 103 Parcel Acquisitions.

Once finalized, boundary monumentation will be set to establish the new right-of-way

2. Survey Coordination (103 Parcels)

ENGINEER will coordinate with the surveyor, right of way agent, and Owner to develop parcel exhibits to demonstrate acquisition limits, easement requirements, parcel specific survey notes. These will be used to support the acquisition negotiations and final parcel descriptions for documentation.

ROADWAY DESIGN CONTROLS (Function Code 160)

1. PS&E Development

The ENGINEER to perform the following items for the project:

A. **Geometric Design –** Refine and develop the horizontal alignment; vertical profile; pavement cross slopes; medians, curb and gutter; bike lanes, driveway access, sidewalks, curb walls, parking configuration; that meet acceptable design criteria and minimize the limits of the proposed ROW.

B. **Parcel Access –** Analyze parcel access and operation for up to 70 parcels that are being impacted with the proposed median.

C. **Limits of Proposed ROW –** Analyze the cross sections associated with the desirable design criteria to determine the limits of ROW necessary to accommodate the resultant configuration. Develop an exhibit providing the ROW footprint with the desirable configuration.

D. **Design Cross Sections -** Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile every 50-foot at a minimum stretching across the entire ROW of the Project as necessary for the determination of cut and fill quantities and limits of disturbance in accordance with acceptable design criteria.

E. **Typical Sections –** Prepare existing and proposed typical sections.

F. **Plan & Profile Drawings (1”=50’) –** Drawings to include critical base map information, control and benchmark data, proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous improvements.

G. **Alignment Data Sheets –** Prepare horizontal and vertical alignment data sheets with the Geopak baseline descriptions.

H. **Earthwork Quantities –** Prepare final cut/fill and general earthwork calculations to support design elements and roadway construction efforts.

I. **Driveway/Side Street Details –** Develop full details for each proposed driveway & minor cross street to ensure each meets design and functional features and

requirements. There are approximately 130 driveways & minor cross streets along Rancier Ave included in this proposed PS&E.

J. **Intersection Details –** Develop full details for each proposed/existing intersection to ensure each meets design and functional features and requirements. Proposed intersections for this PS&E include Rancier Ave at the following streets:

   i. Gilmer St

   ii. Valley Rd

   iii. N College St

   iv. 2nd St

   v. 4th St

   vi. N Gray St

   vii. 10th St

   viii. Alexander St

   ix. WS Young Dr

K. **Removal Plans -** Prepare sheets noting all existing improvements to be removed within the project limits.

L. **Prepare Title Sheet, Project Layout, and Index of Sheets**

DRAINAGE (Function Code 161)

1. PS&E Development

A. **Drainage Area Maps –** The ENGINEER shall finalize the drainage area maps for overall drainage areas contributing to each cross culvert and for internal drainage areas contributing to the local stormwater collection systems. Drainage Area Maps will include Time of Concentration flow path delineations, contours, and points of analysis.

B. **Hydrologic & Hydraulic Calculations –** The ENGINEER shall provide the following services:

   i. Calculate external and internal peak discharges using appropriate hydrologic methods. ATLAS-14 rainfall data will be used.

ii. Obtain external and internal drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The ENGINEER shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.

iii. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.

iv. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer aided models.

v. Develop plan designs, at minimum, for all internal stormwater collection systems.

C. **Culvert Analyses & Design –** The ENGINEER shall provide the following services:

i. Analyze capacity of existing cross culverts.

ii. Analyze impact of culvert extensions.

iii. Determine mitigation for potential impact of extending existing cross culverts.

iv. Prepare construction plans for culvert extensions and/or culvert reconstruction.

D. **Storm Drain Plans –** The ENGINEER shall provide the following services:

i. Determine inlet placement, size, and type meeting City of Killeen drainage criteria.

ii. Determine captured and bypass flows for proposed inlets.

iii. Design lateral and trunk line storm sewer system meeting City of Killeen drainage criteria.

E. **Prepare Quantities and Engineer's Opinion of Construction Costs –** The ENGINEER shall prepare quantities and construction costs estimates for cross culvert and storm sewer improvements at the 60%, 90%, and 100% submittal.

F. Details and Specifications – The ENGINEER shall review and revise as needed City of Killeen and TxDOT standard details and specifications related to drainage

design plans. The ENGINEER shall work with the structural engineer to prepare specialized details related to stormwater infrastructure, if applicable.

G. **Drainage Report –** The ENGINEER shall prepare a drainage report for permit review at the 90% design submittal.

H. **Temporary Construction Phased Storm Drain Plans –** The ENGINEER shall prepare temporary storm drain plans for each construction phase to ensure drainage systems will convey stormwater for the 2-year storm event.

I. **Coordination with Utilities –** The ENGINEER shall coordinate with the utility design engineer and utility coordinator to ensure proposed storm sewer does not conflict with proposed or existing utilities to remain.

J. **Coordination with City of Killeen –** The ENGINEER shall coordinate with the City of Killeen on proposed culvert design mitigation and storm sewer improvements.

Deliverables

A. Drainage Quantities

B. Drainage Area Maps (External and Internal)

C. Hydrologic Data Sheets (External and Internal)

D. Hydraulic Data Sheets (External and Internal)

E. Storm Drain Plan and Profile Sheets

F. Cross Culvert Sheets

G. Drainage Detail Sheets

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATIONS (Function Code 162)

1. PS&E Development

A. **Signing & Pavement Markings –** Prepare signage and pavement marking plan sheets, layouts, and associated details.

B. **Traffic Signal Layouts -** The ENGINEER will prepare traffic signal plans for ten intersections and one pedestrian hybrid beacon along Rancier Avenue in Killeen, Texas. The signals will be designed to Texas Department of Transportation TxDOT standards, and subject to the review and ownership of the City of Killeen. Signal locations:

i. Gilmer St

ii. Valley Rd

iii. N College St

iv. 2nd St

v. 4th St

vi. N Gray St

vii. 8th St

viii. 10th St

ix. Alexander St

x. WS Young Dr

xi. Pedestrian Hybrid Beacon (Approximately 130 feet east of Medical Dr.)

The ENGINEER shall design plans for traffic signal infrastructure improvements for the locations outlined above. Design elements shall include all elements as required by the Reviewer including signal poles, mast arms, signal heads, signage, striping, vehicle detection systems, wiring details, conduits, ground boxes, integrated communications, illumination, and electrical services. All design shall conform to TxDOT standards and those laid out in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). For this, the following plan sheets shall be include:

i. Existing intersection layout.

ii. Proposed traffic signal layouts, showing the proposed traffic signal features, signal pole schedules, vehicle detection systems, signal phasing, conduit and cable schedules, electrical service.

iii. Proposed traffic signal elevations.

iv. Proposed electrical schedule and phasing diagram.

v. Applicable standard drawings.

vi. General signal notes.

vii. Signal quantities.

C. **Miscellaneous Traffic Engineering –** The ENGINEER to prepare traffic standards, perform agency coordination, take one site visit and prepare summary sheets of all signing, pavement markings, and traffic signal quantities.

D. **ITS Infrastructure Design –** The ENGINEER will coordinate the design of Intelligent Transportation Systems (ITS) infrastructure within the project limits. This includes providing connectivity to existing roadside traffic signal cabinets and planning for future device expansion by incorporating strategically located ground boxes. Design considerations will encompass accommodation of additional roadside devices such as CCTV cameras and provisions for future system growth, as well as integration with existing ITS infrastructure adjacent to the project area. The ENGINEER will develop system connectivity diagrams depicting existing network components and proposed enhancements to support network expansion. Potential electrical service locations for future roadside devices will be identified and integrated into the overall ITS system design. All details will be developed to ensure seamless integration with current and future tolling and ITS infrastructure, consistent with project objectives and industry standards. This task will provide for the preparation of plan layouts for the ITS communication backbone system. The main design components for this project are as follows:

a. Fiber Optic communication system for the project limits, up to 13,000 feet

b. Physical connections for the existing roadside infrastructure and adjacent communication systems

c. Strategically placed ground boxes for easy access to power facilities and future roadside device integration, up to 36 boxes

d. Fiber Optic splice charts and termination tables

MISCELLANEOUS (ROADWAY) (Function Code 163)

1. Miscellaneous Roadway

A. **Cost Estimates -** Develop and update preliminary construction cost estimates at 60%, and 90% and final milestone submittals.

B. **Traffic Control Plans (TCP), Detours, Sequence of Construction –** Prepare Sequence of Phased Construction. Prepare TCP cross sections to identify temporary pavement needs. Identify impacts to existing drainage. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. Road closures should be avoided. If a road closure is determined to be necessary, a Detour Layout and estimated closure duration shall be provided to the Owner for approval.

C. **Storm Water Pollution Prevention Plans (SW3P) –** The ENGINEER shall develop SW3P layouts, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P layouts must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

D. **Quantity Summaries –** Prepare summary sheets of all roadway, SW3P, signing, pavement markings, and traffic control quantities.

E. **Specifications and General Notes -** The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the TxDOT Waco District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. In addition, the ENGINEER shall include applicable Owner general notes. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format.

F. **Standard Details –** Incorporate applicable TxDOT and City standards into the plan set.

G. **Construction Time Determination –** Develop construction schedule.

2. Illumination

A. **Illumination PER Package –** Coordinate with City of Killeen and Electrical Service Provider responsible for maintaining illumination systems upon completion of construction to select decorative street lighting assemblies to be utilized for illumination photometric design. ENGINEER will provide typical anticipated pole

spacing for corridor, and anticipated construction cost for decorative illumination assemblies selected by City of Killeen for up to 10 different types of illumination poles in the Illumination PER Package Phase. Manufacture, Make, and Model of illumination pole and light assembly selection must be finalized prior to starting Photometric Study. This shall be completed prior to start of the 60% Design Milestone Phase. Solar powered illumination will be discussed with Oncor for street lights and will be utilized in appropriate locations.

B. **Illumination Photometric Study –** Continuous street illumination will be designed in accordance to requirements of Texas Department of Transportation Highway Illumination Manual utilizing Illuminance and Luminance Design Values for Minor Arterials with Commercial General Land Use. The photometric modeling will be completed utilizing AGI 32 lighting software. The photometric model and plan sheets will be refined per client review comments.

C. **Illumination Layout Roll Plot –** Prepare illumination roll plot showing illumination pole locations on proposed roadway and light intensity measurements on 10' grid.

D. **Illumination Circuit Design, Electrical Service Design, Layouts, and Details**

i. Coordinate proposed electrical service locations with Electrical Service Provider. Conduct 11 meetings with electrical service provider to determine electrical service locations and lighting selections. (Limit 11 Meetings)

ii. Design conduit runs, circuits in accordance with Oncor Standards for Ground boxes and conduit. Design voltage drop and wire sizing in accordance with TxDOT Standards (Limit: 14 Circuits).

iii. Design size conductors and electrical services (Limit: 4 Services) in accordance to Texas Department of Transportation Highway Illumination Manual and National Electric Code (NEC).

iv. Prepare illumination plan sheets showing illumination pole location, conduit runs, conductor size and lengths, and proposed electrical services locations.

v. Prepare illumination circuit line diagrams for each illumination circuit.

vi. Foundations for illumination assemblies will follow TxDOT and/or Oncor standards. The design and use of non-standard foundations is excluded from this scope.

vii. Design electrical service drops with one branch circuit to irrigation controller for proposed Urban Design irrigation systems (Limit 4

Services). Biweekly coordination meeting with landscape architect and irrigator for 60% and 90% milestone (24 meetings).

viii. Design conduit runs, conductor size and lengths, and proposed electrical service locations for Urban Design Pedestrian lighting at 4 corners of 2nd Street Intersection, 4 corners of 10th Street Intersection, and Northwest corner of Vally Road (Limit 9 Corners). This excludes additional intersections.

LANDSCAPE/URBAN DESIGN (Function Code 164)

The current conceptual design approach, developed in the prior preliminary design phase, anticipates a coordinated mix of streetscape zones with varied levels of design and periodic community gateways. This scope will build upon the previous concepts utilizing information and feedback provided by the Client based on the anticipated landscape architecture construction cost developed in the schematic plus escalation.. These Landscape Architectural Services will address the design of the following program elements within the designated streetscape zones, subject to compliance with the Client's directives and proposed construction budget. Coordination tasks listed are based on landscape architecture being performed in a supporting role to the engineering lead of these tasks.

- Integration of a unified streetscape design with the project engineering;
- Coordination of streetscape improvements with driveway consolidations;
- Coordination of sidewalk layouts with Engineer's proposed right of way and curbline geometry;
- Coordination of curblines to accommodate Landscape Planting Beds and Parallel Parking;
- Coordination of underdrains through landscape planting beds with tree plantings;
- Bike Lane design coordination with corridor design aesthetics;
- Pedestrian Curb Ramp facility design coordination;
- Schematic Lighting Design coordination;
- Light Standards, Traffic Signal Hardware and Street Signage hardware aesthetic coordination;
- Landscape Design coordination with proposed Signage;
- Coordination with local agencies regarding approval of Landscape Construction Documents;
- Sidewalk and Pedestrian Walkway layouts with periodic Special Paving;
- Special Pavement design at sidewalks, crosswalks and selective roadway areas;
- Planting design for medians, gateways, parkways and right of way planters;
- Landscape soil conditions, including soil cells and/or structural soil volumes;
- Landscape Irrigation system;

- Grading of landscape areas based on engineering design of Roadways and Right of Ways;
- Site Furnishings selections and designs;
- Gateway Feature layouts and elements design;
- Landscape Specification for plants, planters, landscape soils, specialty hardscapes and irrigation;
- Landscape Bid Item designations and quantities.

1. 60% Design Development (DD)

The Design Development effort will focus on confirming the scope of improvements relative to Client's construction budget, resolving the aesthetic design of features, confirming materials/product selections and coordinating plan layouts. The DD design process will include the following.

- Review and comment on engineering plans and conditions for issues affecting landscape improvements at two intervals within this design stage. This is proposed to occur at the start of this design stage and around the mid-point.
- Update plan layouts based on design directives proposed by BGE and client comments from the 30% stage. Plan layouts shall be CADD drafted along the entire corridor at 1"=20' scale and formatted to project sheets.
- Coordinate plan layouts with the project engineering alignments, utility routines and proposed right of way acquisitions. This will include irrigation crossings, sleeving, mainline routing and usual valve placements. Identify irrigation power source requirements, water meter locations and size requirements for coordination with utility designs. Coordinate conditions for special soil backfill volumes along portions of the corridor. Identify issues requiring client input and feedback.
- Coordinate Plan Layouts with proposed streetlighting layouts prepared by engineering. Identify issues requiring client input and feedback.
- Refine the design of proposed landscape features to confirm material selections, colors, patterns, products, dimensional requirements and compliance with client's construction budget. This may include preliminary detailing, representative material and/or product photos and technical information. Items to be addressed may include special paving, paving edge restraints, crosswalk enhancements, site furnishings, signage and signal enhancements, gateway features, specialty soil volumes, preliminary plant list, irrigation product recommendations or other conditions to be determined.

- Prepare and submit final Design Development Documents to Client in the form of plans, preliminary details, specifications list, materials schedule and OPCC. Present final Design Development package to client in a project meeting. Address comments received in next phases of this scope.

The end goal of this phase is to confirm project layouts, aesthetic design details and material selections to be documented in greater detail within the next design stage.

2. 90% Construction Documents (CD)

Obtain client feedback from prior design stage and confirm actions to be taken to address issues identified. Prepare final plans, specifications and OPCC's that detail the design intent developed for the approved program improvements in anticipation of one comprehensive bid package. Final program of improvements shall be those estimated to fit within client's anticipated construction budget. Incorporate updates to plan layouts based on 60% client feedback. Develop dimensional layouts and technical detail references for proposed improvements. Cross-coordinate design between the various design disciplines. Construction Documents will include, but may not be limited to:

- Cover Sheet and Sheet Index;
- General and category-specific notes;
- Layout Plan(s) with dimensioning and key location coordinates;
- Hardscape Details and plan references;
- Planting Plan(s), Plant List and Details;
- Landscape Irrigations Plan(s) and Details;
- Technical Specifications based on TxDOT standards with recommended supplemental conditions;
- Updated Opinion of Probable Construction Cost (OPCC);
- Conduct a QA/QC Review of the landscape PS&E prior to 90% submittal.
- Submit unsealed PS&E for the landscape design at the 90% stage of final design. Present the 90% Construction Documents package to client in a project meeting. Address client review comments in the next design stage.

3. 100% Construction Documents (CD)

Complete the construction documents to create a full set of PS&E documents for bidding and construction of the proposed improvements.

- Obtain client feedback from prior design stage and confirm actions to be taken to address issues identified.
- Coordinate the improvements with the other design disciplines.
- Bid Item quantities will be estimated and tabulated to Bid Form(s) for use in bidding and construction.
- Conduct a QA/QC review in advance of the 100% submittal.
- Submit signed and sealed PS&E to client.

4. Specialty Features

Prepare Construction Documents for Client selected Gateway 1, 2 and 3 (Gateway 4 excluded) structures shown within the 30% Urban Design conceptual package such as Art Wall(s), Landmark Features, Arbors, Planter Walls, Structure Foundations, Piers and anchorages. Perform design collaboration with the Structural Engineer to establish the design of these features at the 60% stage submittal and provide final design progress drawings at the 90% stage and construction documents for the 100% submittal, including specifications and opinion of probable construction costs (OPCC) for specialty components. This task scope of work and fee will be confirmed by written submittal approved in writing by Client and Consultant following client confirmation of design scheme and Gateway Feature selections. Until that time, this task is tentatively estimated as a fee allowance subject to confirmation by Consultant's written submittal and Client approval of specific scope and fee. This estimate does not include additional geotechnical analysis which may be required for structural design.

5. Art Collaboration

BGE will assist the City with Artist solicitations and reviews. This task includes a one-time (1) effort by BGE to research and recommend names of three to five (3-5) artists for inclusion in a City issued request for artist qualifications and proposal submittals. Up to two (2) online coordination/review meetings with City staff, one (1) day of participation in online artist interviews and a written final recommendation of artist selection and design reasoning are included. This task will be performed during the 90% and 100% stage work efforts.

6. Maintenance Specification

Create one (1) comprehensive maintenance regiment for landscape, specialty hardscape and irrigation improvements included in the Project final design for implementation by City and/or private forces including task descriptions, recommended frequency and time of year scheduling. One (1) Draft and one (1) Final OPCC for annual maintenance cost will be prepared. Means and methods are not included. Participate in up to three (3) online coordination meetings with City staff, City maintenance company personnel and/or private

stakeholders identified by City. Meetings will be organized, orchestrated and coordinated by City staff. This task will be performed during the 90% and 100% stage work efforts for inclusion in the Project Bid package.

7. PROWAG/RAS Coordination

Participate in reviews of the recently adopted PROWAG (Public Right of Way Accessibility Guidelines) and TAS (Texas Accessibility Standard) led by the Project designated RAS (Registered Accessibility Specialist) at 60%, 90% and 100% stages for pedestrian related design features. BGE will review PROWAG criteria and potential solutions for non-standard TxDOT Pedestrian Facility Curb Ramp configurations to meet PROWAG, as may be appropriate to Project conditions.

8. Independent Cost Review

Obtain a construction cost estimate for streetscape hardscape/landscape improvements from a specialty contractor based on the 60% stage of Urban Design PS&E development.

9. Landscape Meetings, Strip Map Preparation and Visualizations

Address relevant landscape design and documentation issues throughout the project process in online and in-person client-related meetings organized and managed by the client and BGE project manager. These meetings are each intended to be one (1) to three (3) hour duration, plus associated meeting coordination, depending on issues at the time of the meetings.

- Attend an in-person kick-off meeting with the client and project team to review final deliverables from the preliminary design phase and to obtain client directions for the project design.

- Participate in twenty-three (23) monthly meetings with the client and project team to present and coordinate landscape related issues. Eighteen (18) of these meetings will be attended online with in-person attendance at five (5), intended as one per design stage.

- Participate in four (4) online meetings with client and outside agencies or organizations (such as utility providers, property associations, grant organization, etc.).

- Participate in three (3) online meetings to review accessibility issues and/or review comments with the project designated Registered Accessibility Specialist (RAS). This will include a project introduction briefing, a project layout conditions meeting and a final plans review meeting.

- Attend one (1) Public Meeting during Task C organized by the client and project team to address landscape issues and questions utilizing previously prepared project

plans and renderings. This task includes the preparation of four (4) static perspective 'Lumion' visualizations of the proposed right of way design, based on the completed sixty (60%) percent design, reviewed with client in draft and final format. Views will be selected at different points within the corridor based on design conditions at the time of the meeting. Two of the views will be at the same locations previously illustrated in the Preliminary Design by BGE. Buildings along the corridor will be shown as neutral background boxes without elevational detail specific to particular locations. A color rendered, forty (40) scale strip map plan of the corridor will also be provided depicting general plan conditions within the proposed right of way at a detail level similar to the Preliminary Design phase strip map prepare by BGE.

- Participate in one (1) online pre-bid meeting and one online bid assessment meeting with the client and project team (2 meetings) during Task D.

BID PHASE SERVICES (Function Code 170)

1. Bid Phase Services

A. **Project Manual Development –** Prepare project manual utilizing front-end documents and specifications provided by City including bid items, contract, and special conditions.

B. Pre-bid Meeting Attendance –Provide bidding support services, including assistance with responding to bidder questions, attend pre-bid meeting, and prepare minutes. The agenda will be prepared by BGE.

C. Respond to Bidders' Questions – Prepare Responses to Bidders' questions.

D. Bid Evaluations and Negotiations – Tabulate, evaluate bids, and make award recommendation.

DELIVERABLES ITEMS REQUIRED FROM THE ENGINEER

The ENGINEER will make 60%, 90% and 100% PS&E submittals. All submittals are intended as a means of obtaining City review comments which will be addressed in the subsequent submittals.

PS&E 60% Review Submittal

1. Address comments from 30%
2. Begin public engagement
3. Ongoing utility coordination
4. Additional survey

5. 25% ROW Negotiations
6. Revised typical sections and cross sections to reflect more complete design
7. Traffic Control Plan
8. Draft Geotechnical Report

PS&E 90% Review Submittal

1. Address comments from 60%
2. Public engagement event
3. Ongoing utility coordination
4. 35% ROW negotiations
5. Final Geotechnical Report
6. Preliminary Construction Time Determination

PS&E 100% Review Submittal

1. Finalize public engagement
2. Ongoing utility coordination
3. 40% ROW negotiations
4. Final signed and sealed plans.
5. Completed TDLR Project Registration Form
6. Updated Construction Time Determination

Assumptions

1. The scope and fee assume a project design duration of up to 24 months.
2. The project is anticipated to be environmentally cleared through TxDOT as a Categorical Exclusion (CE) for the entire limits of the new proposed right-of-way (ROW)
3. All telecommunication utilities west of N 10th St will be constructed in joint duct or trench facilities. These utilities will be allowed up to two (2) ducts to utilize for current infrastructure as well as future growth.

4. There are twelve (12) utility owners within the Rancier Avenue Project Limits. All utility providers will be responsible for their own utility design and will coordinate with the Engineer to define and locate the conduits within the proposed duct bank. Utility providers will also coordinate with the Engineer to locate and limit the number of access points to 30.

5. Test holes will be excavated using vacuum excavation equipment.

6. Right-Of-Way (ROW) permits from the Owner will be required. The Rios Group will obtain all required Owner permits and ensure that coordination and compliance with the Owner is provided.

7. Designed traffic control plans for test holes will not be required.

8. Pavement coring/repair will be required at twenty (20) locations. The Rios Group can core pavement up to a depth of 12 inches. The Rios Group will backfill with appropriate volume of sand, tamp each layer and place ready mix to repair asphalt surfaces or epoxy concrete cores in place, flush with the surrounding surface for concrete surfaces.

9. All bank processing fees for lienholder partial or full releases are paid by the Owner at parcel closing.

10. All attorney fees for preparation of partial or full releases of liens are paid by the Owner at parcel closing.

11. City of Killeen will purchase title insurance for all right of way acquisitions. Cost of title insurance and recording fees will be paid by the City at closing and are not included in this contract.

12. Attorney fees for preparation of partial or full lien releases paid by ROW Service Provider will be reimbursed at closing by the City. In addition, any processing fees charged by the lienholder for partial or full lien releases that are paid by ROW Service Provider will be reimbursed at closing.

13. City will issue payment to any property owners deemed eligible to receive relocation assistance payments by the relocation assistance agent.

14. Parcels requiring title curative work prior to closing by ROW Service Provider which include Abstracts of Judgments, bankruptcy, foreclosures and tax liens will be invoiced as additional services at $160 per hour, not to exceed $3,200 per parcel.

15. Meetings exceeding the maximum of three (3) meetings with the landowner during the initial offer phase invoiced at $160 per hour

16. Meetings exceeding the maximum of one (1) meeting with the landowner after the final offer letter invoiced at $160 per hour

17. This project will be awarded to its eventual contractor as a competitive sealed proposal.

18. There will be a single bid for utilities and roadway construction. The ENGINEER will work with the City during final design and after coordination with existing utilities to evaluate the need or preference to bid the utilities and roadway construction, requiring additional services.

Exclusions

1. Legal advice, recommendations, or analysis.
2. ROW hearing services.
3. Expert witness services.
4. Retaining wall design.
5. Temporary Traffic Signal layouts.
6. Redesign of illumination circuit and assemblies to incorporate solar power.
7. Foundation design for illumination assemblies outside of TxDOT and Oncor standards.
8. TxDOT Utility Conflict Exhibits
9. Electrical distribution or transmission design of any kind
10. Splice diagrams of any kind
11. Any building-specific mechanical, electrical or plumbing engineering of any kind
12. The locating of private service lines, irrigation lines and detailed vault investigations.
13. Flowable fill for backfill of test holes,
14. Full-section pavement repair (including sidewalks) if test holes are located within a sidewalk section
15. Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.
16. Historical Studies Research Design, Historic Resources Reconnaissance Survey, and coordination with the Texas Historical Commission (THC).
17. Agency coordination for protected species.
18. USACE coordination

19. Additional hazardous materials investigations outside of this scope of services, including special considerations, or other commitments will be the responsibility of the Owner and are excluded from this scope of services.

20. Changes to the parcel including but not limited to plan changes, splits of the parcel, re-appraisal, plat changes, survey changes, or other changes beyond the control of Right of Way Service Provider.

21. Revised or updated offer letters as a result of appraisal updates

22. Coordination with landowners regarding updating of building electrical and telecommunication services, including but not limited to the location and placement of items such as electrical switchgears, transformers, telecommunication pedestals, meters, necessary easements.

23. Specialty Signage and Wayfinding

24. Custom-designed Light Fixtures

25. Irrigation Pumping Plant Design

26. Bus Shelters and/or Facilities

27. Gateway 4 Improvements (38th Street vicinity)

28. North Killeen/Rancier Corridor Urban Design Coordination

29. Rancier Corridor Urban Design Guideline/Standards

30. Phased PS&E packages

31. Construction Management Coordination

32. Contractor Pre-Qualifications

33. Horticultural Soil Testing

34. Construction Phase Services

PROJECT NAME: RANCIER AVE **EXHIBIT D-3 - FEE SCHEDULE**

FROM FORT HOOD ROAD (SH 95) TO 38th STREET

FC	DESCRIPTION	BGE	The Rios Group	Dianna Tinkler	TOTAL
FC 120	ENVIRONMENTAL COMPLIANCE	$24,570.00			$24,570.00
FC 121	PUBLIC INVOLVEMENT	$77,530.00			$77,530.00
FC 130	UTILITY INVESTIGATION AND ADJUSTMENT COORDINATION	$223,198.00	$ 10,711.45		$233,909.45
FC 131	WATER AND WASTEWATER UTILITY ENGINEERING	$398,375.00			$398,375.00
FC 132	DUCT BANK DESIGN	$262,025.00			$262,025.00
FC 133	ELECTRIC UTILITY PRELIMINARY ENGINEERING REPORT AND CIVIL INFRASTRUCTURE DESIGN	$553,020.00			$553,020.00
FC 134	RIGHT-OF-WAY ACQUISITION	$30,750.00		$ 1,123,070.00	$1,153,820.00
FC 145	PROJECT MANAGEMENT	$114,645.00			$114,645.00
FC 150	FIELD SURVEYING	$678,705.00			$678,705.00
FC 160	ROADWAY DESIGN CONTROLS	$510,380.00			$510,380.00
FC 161	DRAINAGE	$322,423.00			$322,423.00
FC 162	SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION	$601,265.00			$601,265.00
FC 163	MISCELLANEOUS (ROADWAY)	$422,328.00			$422,328.00
FC 164	LANDSCAPE/URBAN DESIGN	$987,790.00			$987,790.00
FC 170	BID PHASE SERVICES	$53,280.00			$53,280.00
	SUBTOTAL LABOR EXPENSES	$5,260,284.00	$10,711.45	$1,123,070.00	**$6,394,065.45**
	EXPENSES	$34,235.50	$25,000.00	$ 66,250.00	**$125,485.50**
	UNIT COST EXPENSES		$65,735.00	$ 811,125.00	**$876,860.00**
	TOTAL	$5,294,519.50	$101,446.45	$2,000,445.00	**$7,396,410.95**

BGE, INC.

PROJECT NAME: RANCIER AVE

FROM FORT HOOD ROAD (SH 195) TO W S YOUNG DR

EXHIBIT D-3 - FEE SCHEDULE

TASK DESCRIPTION	Senior Project Mgr	Project Manager	Project Engineer	QC Manager	Utility Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	GIS Specialist	LA/UD PIC	Senior LA / UD	LA/UD	LA Designer	Irrigator PIC/QA-QC	Irrigator PM	Irrigation Designer	Structural Engineer	Structural Designer	Admin/ Clerical	Total Hours	TOTAL LABOR HRS. & COSTS
FC 120 ENVIRONMENTAL COMPLIANCE																							**$24,570.00**
1. TxDOT Categorical Exclusion																							
A. Draft and Final WPD I and WPD II				1					2	10												13	$2,075.00
B. Draft and Final Project Area Maps				1					2	20												23	$3,425.00
2. Archaeological Studies																							
A. Draft and Final Archaeological Background Study				1					4	20												25	$3,865.00
3. Historical Studies																							
A. Draft and Final Historical Studies PCR				1					4	18												23	$3,595.00
4. Threatened and Endangered Species																							
A. Draft and Final Species Analysis Summary				1					2	12												15	$2,345.00
B. Draft and Final Species Analysis Form				1					2	12												15	$2,345.00
5. Water Resources																							
A. Surface Water Analysis Form & 404 Table				1					4	14												19	$3,055.00
6. Hazardous Materials																							
A. Update Draft and Final Hazardous Materials ISA				1					4	20												25	$3,865.00
FC 121 PUBLIC INVOLVEMENT																							**$77,530.00**
1. TxDOT Public Involvement																							
A. Conduct In-person Public Hearing	8	8	8	8					8	8			8									56	$13,160.00
2. Additional Public Involvement																							
A. Develop Public Engagement Plan		8		2					30	100											20	160	$25,710.00
B. Coordinate Hearing Announcements and Promotions		8		2					16	20											9	55	$10,180.00
C. Develop Materials, Web Content and Final Electronic Copies		8		2					20	60											2	92	$15,410.00
D. Develop Post Public Hearing Documentation		8		2					20	36											8	74	$13,070.00
FC 130 UTILITY INVESTIGATION AND ADJUSTMENT COORDINATION																							**$223,198.00**
1. Utility Engineering Investigation (Provided by The Rios Group)																							
2. Utility Adjustment Coordination																							
A. Utility Coordination	38	250		20	60																	368	$88,840.00
B. Utility Agreements for Utility Adjustments	8	80		8																	16	112	$27,280.00
C. Coordination of Engineering Activities	25	225		10	72		150															482	$107,078.00
FC 131 WATER AND WASTEWATER UTILITY ENGINEERING																							**$398,375.00**
1. Water and Wastewater Utility Engineering																							
A. Water and Wastewater Design	25	175	398	127		768		1069														2562	$398,375.00
FC 132 DUCT BANK DESIGN																							**$262,025.00**
1. Duct Bank Design																							
A. Duct Bank Design	8	146	340	49		455		653														1651	$262,025.00
FC 133 ELECTRIC UTILITY PRELIMINARY ENGINEERING REPORT AND CIVIL INFRASTRUC																							**$553,020.00**
1. Electric Utility Preliminary Engineering Report																							
A. Electric Delivery Preliminary Engineering Report	11	100	197	26		252		257														843	$141,840.00
B. Memorandum of Understanding	4	12	19	4		50		37														126	$20,455.00
C. Electric Civil Infrastructure Design	29	230	273	69		836		1170														2607	$390,725.00
FC 134 RIGHT-OF-WAY ACQUISITION																							**$30,750.00**
6. Right-of-Way Acquisition Services (Provided by Tinkler)																							
7. Relocation Assistance Agent (Provided by Tinkler)																							
8. Appraiser (Provided by Tinkler)																							
9. Review Appraiser (Provider by Tinkler)																							
A. Coordination for Title, Acquisition Limits	9	35	90																			134	$30,750.00
FC 145 PROJECT MANAGEMENT																						0	**$114,645.00**
1. Meetings																							
A. Progress Meetings	48	48	48																		14	158	$37,860.00
2. General Contract Administration																							
A. Monthly Invoice and Progress Reports	8	33	33																		58	132	$26,410.00
B. Subconsultant Management	28	56	56			56																196	$41,860.00
C. Develop and Maintain Design Schedule	5	28																				33	$8,515.00
FC 150 FIELD SURVEYING																							**$43,030.00**
1. Right-of-Way Parcel Map Exhibits (Provided by BGE Survey)																							
2. Survey Coordination (116 parcels)	12	58	116																			186	$43,030.00
FC 160 ROADWAY DESIGN CONTROLS																							**$510,380.00**
1. PS&E Development																							
A. Geometric Design	5	24	60	8		320		120														537	$80,675.00
B. Parcel Access (up to 70 parcels)			156																			156	$33,540.00
C. ROW Map	1	4	8			20																33	$5,815.00
D. Design Cross Sections		2	28	10		140		140														320	$44,380.00
E. Typical Sections	5	12	28	11		60		88														204	$31,670.00
F. Plan & Profile Drawings (50 scale)	16	80	160	24		420		120														820	$138,040.00
G. Alignment Data Sheets						5		5														10	$1,250.00
H. Earthwork Quantities		2	14			32																48	$8,000.00
I. Driveway Details (130 Driveways / side streets)		28	140	16		280		160														624	$98,600.00
J. Intersection Details (9 Intersections)		5	28	16		80		55														184	$29,105.00
K. Removal Plans		2	16	8		80		55														161	$23,480.00
L. Title Sheet, Project Layout, Index of Sheets	1	4	14	8		22		56														105	$15,825.00

BGE, INC.

PROJECT NAME: RANCIER AVE

FROM FORT HOOD ROAD (SH 195) TO W S YOUNG DR

EXHIBIT D-3 - FEE SCHEDULE

FC 161	**DRAINAGE**																						**$322,423.00**
1.	PS&E Development																						
A.	Drainage Area Map Finalize			2	1		8															11	$1,835.00
B.	Hydrologic & Hydraulic Calculations	2	8	60	12		120		4			16										222	$37,702.00
C.	Culvert Analyses & Design	2	16	60	20		120		120													338	$53,230.00
D.	Storm Drain Plans	2	8	80	20		200		200													510	$75,490.00
E.	Prepare Quantities & Cost Estimate		12	24	12		20		36													104	$18,400.00
F.	Details and Specifications		8	32	12		20		60													132	$21,740.00
G.	Drainage Report	4	8	32	4		40					8										96	$17,536.00
H.	Temporary Construction Phased Storm Drain Plans	8	24	60	16		120		120													348	$55,780.00
I.	Coordination with Utilities	2	20	40			80		60													202	$32,050.00
J.	Coordination with City of Killeen	6	6	12			16		6													46	$8,660.00
FC 162	**SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION**																						**$601,265.00**
1.	PS&E Development																						
A.	Signing & Pavement Markings		12	55	16		84		160													327	$48,805.00
B.	Traffic Signal Layouts		5	16			40															61	$10,315.00
i.	Gilmer St		16	40	11		55															122	$23,515.00
ii.	Valley Rd		16	40	11		55															122	$23,515.00
iii.	N College St		16	40	11		55															122	$23,515.00
iv.	2nd St		16	40	11		55															122	$23,515.00
v.	4th St	2	24	59	16		80															181	$35,115.00
vi.	N Gray St		16	40	11		55															122	$23,515.00
vii.	8th St	2	24	59	16		80															181	$35,115.00
viii.	10th St		16	40	11		55															122	$23,515.00
ix.	Alexander St		16	40	11		55															122	$23,515.00
x.	WS Young Dr		16	40	11		55															122	$23,515.00
xi.	PHB		16	40	11		55															122	$23,515.00
C.	Miscellaneous Traffic Engineering	2	12	22			16															52	$10,580.00
D.	ITS Infrastructure Design	64	160	460			660															1344	$249,700.00
FC 163	**MISCELLANEOUS (ROADWAY)**																						**$422,328.00**
1.	Miscellaneous Roadway																						
A.	Cost Estimates	16	18	32	8		40															114	$23,750.00
B.	Traffic Control Plans, Detours, Sequence of Construction	8	60	190	12		476		170													916	$147,110.00
C.	Storm Water Pollution Prevention Plan		11	40	6		80		180													317	$44,115.00
D.	Quantity Summaries		11		5		55															71	$11,930.00
E.	Specifications and General Notes		6	32	2																	40	$8,980.00
F.	Standard Details			2	1		32															35	$5,195.00
G.	Construction Time Determination	2	16		2		40															60	$10,800.00
2.	Illumination																						
A.	Illumination PER Package	6	6	27																		39	$8,985.00
B.	Illumination Photometric Study	3	16	55	17	13	153	20														277	$48,832.00
C.	Illumination Layout Roll Plot		3	13	5		55	104														180	$32,965.00
D.	Illumination Circuit Design, Electrical Service Design, Layouts and Details	12	22	88	30	14	155	100														421	$79,666.00
FC 164	**LANDSCAPE/URBAN DESIGN**																						**$987,790.00**
1.	60% Design Development												16	304	380	456	4	24	60	30	60	16	1350	$258,020.00
2.	90% Construction Documents												24	368	460	552	8	40	80	40	80	24	1676	$321,860.00
3.	100% Bid Documents												32	176	220	264	8	40	80	30	60	40	950	$186,480.00
4.	Specialty Features												20	40	80	24				20	40		224	$49,200.00
5.	Art Collaboration												4	40	60	24							128	$26,220.00
6.	Maintenance Specification												8	80	40	24							152	$33,840.00
7.	PROWAG/RAS Coordination												2	20	40	12							74	$15,060.00
8.	Indepenedent Cost Review												2	16	20	8						100	146	$24,620.00
9.	Landscape Meetings, Strip Map Preparation, and Visualizations												25	101	89	175							390	$72,490.00
FC 170	**BID PHASE SERVICES**																						**$53,280.00**
1.	Bid Phase Services																						
A.	Project Manual Development	12	24	30			36															102	$20,910.00
B.	Pre-bid Meeting Attendance	6	6												6							18	$4,350.00
C.	Respond to Bidders' Questions		20	20										20	20							80	$18,500.00
D.	Bid Evaluations and Negotiations		4	8			8							4	16	12						52	$9,520.00
	HOURS SUB-TOTALS	455	2393	4200	770	159	7205	374	5101	118	350	24	133	1177	1431	1551	20	104	220	120	240	307		26,452
	CONTRACT RATE PER HOUR	$275.00	$255.00	$215.00	$285.00	$149.00	$140.00	$195.00	$110.00	$220.00	$135.00	$97.00	$280.00	$260.00	$195.00	$125.00	$95.00	$280.00	$200.00	$150.00	$290.00	$150.00		
	TOTAL LABOR COSTS	$125,125.00	$610,215.00	$903,000.00	$219,450.00	$23,691.00	$1,008,700.00	$72,930.00	$561,110.00	$25,960.00	$47,250.00	$2,328.00	$37,240.00	$306,020.00	$279,045.00	$193,875.00	$1,900.00	$29,120.00	$44,000.00	$18,000.00	$69,600.00	$46,050.00		$4,624,609.00
	SUBTOTAL																						**$4,624,609.00**

BGE, INC.
PROJECT NAME: RANCIER AVE
FROM FORT HOOD ROAD (SH 195) TO W S YOUNG DR

EXHIBIT D-3 - FEE SCHEDULE

FUNCTION CODE	TOTAL COSTS	TOTAL DIRECT EXPENSE	TOTAL LABOR COSTS	Senior Project Manager	Project Manager	Project Engineer	QC Manager	Utility Engineer	EIT	Senior Engineer Tech	Senior CADD Operator	Senior ENV	ENV Scientist	GIS Specialist	LA/UD PIC	Senior LA / UD	LA/UD	LA Designer	Irrigator PIC/QA-QC	Irrigator PM	Irrigation Designer	Stuctural Engineer	Sturctural Designer	Admin/ Clerical		TOTAL MH BY FC
	$4,658,844.50	$34,235.50	$4,624,609.00	455	2393	4200	770	159	7205	374	5101	118	350	24	133	1177	1431	1551	20	104	220	120	240	307		26452
SUBTOTAL LABOR HOURS				455	2393	4200	770	159	7205	374	5101	118	350	24	133	1177	1431	1551	20	104	220	120	240	307		26452
SUBTOTAL LABOR EXPENSES	$4,658,844.50	$34,235.50	$4,624,609.00	1.7%	9.0%	15.9%	2.9%	0.6%	27.2%	1.4%	19.3%	0.4%	1.3%	0.1%	0.5%	4.4%	5.4%	5.9%	0.1%	0.4%	0.8%	0.5%	0.9%	1.2%		

OTHER DIRECT EXPENSES	QUANTITY	UNIT	RATE	
Mileage	3,150	mile	$ 0.70	$2,205.00
Hotel	8	night	$ 250.00	$2,000.00
Meals	8	day	$ 56.00	$448.00
Photocopies B/W (8 1/2"x11")	1,550	each	$ 0.10	$155.00
Photocopies B/W (11" X 17")	500	each	$ 0.20	$100.00
Photocopies Color (8 1/2" X 11")	500	each	$ 0.75	$375.00
Photocopies Color (11" X 17")	500	each	$ 1.25	$625.00
Large Format Plotting	10	SF	$ 2.25	$22.50
Foam core exhibit boards	12	each	$ 75.00	$900.00
Venue Rental	1	each	$ 1,000.00	$1,000.00
Audio - Equipment Rental	1	each	$ 500.00	$500.00
Audio-Visual Equipment Rental	1	each	$ 600.00	$600.00
Postage	100	each	$ 0.55	$55.00
Certified Mail	100	each	$ 1.50	$150.00
Professional Narrator	1	event	$ 750.00	$750.00
Translator (English to Spanish, other language as appropriate, or Sign Language	1	event	$ 600.00	$600.00
Misc. (meeting supplies, signage, etc.)	1	each	$ 250.00	$250.00
Court Reporter (Public Hearing and Transcription)	1	each	$ 1,000.00	$1,000.00
Custodian for Pubic Hearing	6	hours	$ 100.00	$600.00
Newspaper Advertisement - Community Newspaper	1	each	$ 3,000.00	$3,000.00
Sound Technician for Public Hearing	1	event	$ 450.00	$450.00
Misc. (meeting supplies, signage, etc.)	1	each	$ 250.00	$250.00
Traffic Counts (Quality Counts)	1	LS	$ 4,200.00	$4,200.00
TDLR Review	2	each	$ 5,000.00	$10,000.00
TDLR Inspecton	1	each	$ 4,000.00	$4,000.00
SUBTOTAL DIRECT EXPENSES				$34,235.50

SUMMARY	
TOTAL LABOR COSTS	$4,624,609.00
NON-SALARY (OTHER DIRECT EXPENSES)	$34,235.50
GRAND TOTAL	$4,658,844.50

Rancier Avenue Design Survey, Killeen, TX BGE, Inc.				
TASKS	Crew Rate	RPLS	Senior Tech	Total
	$175	$195	$135	
150.2 Design Survey				
Additional survey for areas outside existing ROW				$0
Update DGN and TIN/Terrain				$0
QAQC and Final Updated Deliverables				$0
Sub Total				**$0**
Parcel Descriptions (for 103 Parcel Acquisitions)				
Obtain Boundary Monumentation data	1280			$224,000
Boundary Analysis		205	550	$114,225
Prepare exhibit maps		205	550	$114,225
Prepare exhibit Descriptions		365	365	$120,450
Address Comments		45	90	$20,925
QA/QC		90	180	$41,850
Sub Total				**$635,675**
Per Parcel				**$5,480**

Total Hours	1280	910	1735	
Total	**$224,000**	**$177,450**	**$234,225**	**$635,675**

The Rios Group

PROJECT NAME: Rancier Ave

PROJECT LIMITS: Fort Hood St to 38th ST

163.19 SUE Services

Labor	Rate	Assumed Quantity	Unit	SubTotal
Supervisory Engineer	$ 190.86	4	HR	$ 763.44
SUE Project Manager	$ 169.71	8	HR	$ 1,357.68
Professional Engineer	$ 165.19		HR	$ -
Asst. Project Manager	$ 118.30	16	HR	$ 1,892.80
EIT	$ 110.49		HR	$ -
CADD Tech	$ 74.84	60	HR	$ 4,490.40
Eng Tech	$ 74.67	4	HR	$ 298.68
Field Mgr	$ 127.23	15	HR	$ 1,908.45
Administrative	$ 81.39		HR	$ -
Subtotal				$ 10,711.45

Direct Expenses	Rate	Assumed Quantity	Unit	SubTotal
ROW Permit	$ 500.00	1	EA	$ 500.00
Traffic Control (Standard)	$ 1,000.00	4	DAY	$ 4,000.00
Traffic Control (Intersection)	$ 1,500.00	2	DAY	$ 3,000.00
Survey (RPLS)	$ 2,500.00	7	DAY	$ 17,500.00
				$ 25,000.00

QL "B" SUE Test Holes

Unit Rate - Depth	Rate	Assumed Quantity	Unit	Subtotal
One Designating Person	$ 160.00	120	EA	$ 19,200.00
Two Person Designating Crew	$ 250.00	50	EA	$ 12,500.00
Subtotal				$ 31,700.00

QL "A" SUE Test Holes

Unit Rate - Depth	Oustide Pavement Area	Assumed Quantity	Unit	Subtotal
0-5 Feet	$ 1,315.00	10	EA	$ 13,150.00
5-8 Feet	$ 1,600.00	7	EA	$ 11,200.00
8-13 Feet	$ 1,995.00	3	EA	$ 5,985.00
13-20 Feet	$ 2,575.00		EA	$ -
Over 20 Feet	$ 3,025.00		EA	$ -
Pavement Coring	$ 370.00	10	EA	$ 3,700.00
Subtotal				$ 34,035.00

Total Estimated Cost **$ 101,446.45**

Dianna Tinkler

PROJECT NAME: Rancier Avenue

PROJECT LIMITS: Fort Hood St to 38th ST

TASKS	SHTS	Project Manager	Right of Way Agent	Adminstrative Assistant	TOTAL HOURS	TOTAL COST
		$200.00	$160.00	$85.00		
FC 134 (134) Right-of-Way Acquisition						
___ ROW Acquisition Services		212	6,360	742	7,314	$ 1,123,070.00
SUBTOTAL	0	212	6,360	742	7,314	**$ 1,123,070.00**
LABOR TOTALS	**0**	**212**	**6360**	**742**	**7,314**	**$ 1,123,070.00**
		2.9%	87.0%	10.1%		

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT		
MILEAGE		0.58	mile		$ -
RENTAL CAR (Includes taxes and fees; Insurance costs will notbe reimbursed)		$65.000	day		$ -
RENTAL CAR FUEL		$100.00	day		$ -
Air Travel - In State - Short Notice (Coach)		$420.00	Rd/Trip/person		$ -
Lodging/Hotel (Taxes/fees not included)		$96.000	day/person		$ -
Lodging/Hotel (Taxes/fees)		$30.000	day/person		$ -
Meals (Excluding alcohol & tips) (Overnight stay required)		$50.000	day/person		$ -
OVERNIGHT MAIL - OVERSIZED BOX		$40.000	each		$ -
PHOTOCOPIES B/W (11" X 17")		$0.200	each		$ -
PHOTOCOPIES B/W (8 1/2" X 11")		$0.100	each		$ -
PHOTOCOPIES COLOR (11" X 17")		$1.25	each		$ -
PHOTOCOPIES COLOR (8 1/2" X 11")		$0.75	each		$ -
PLOTS (COLOR ON BOND)		$1.25	per sq. ft.		$ -
Reimbursables	106	$625.00	each		$ 66,250.00
					$ -
					$ -
					$ -
					$ -
SUBTOTAL DIRECT EXPENSES (FC 164)					**$ 66,250.00**

UNIT COST EXPENSES	# OF UNITS	COST/UNIT	UNIT		
					$ -
Appraisals	103	$5,985.000	Each		$ 616,455.00
Review Appraisals	103	$1,890.00	Each		$ 194,670.00
					$ -
SUBTOTAL UNIT COST EXPENSES (FC 164)					**$ 811,125.00**

SUMMARY

TOTAL COSTS FOR SUBCONSULTANT 1	$	1,123,070.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUBCONSULTANT 1	$	66,250.00
NON-SALARY (UNIT COST EXPENSES) FOR SUBCONSULTANT 1	$	811,125.00
GRAND TOTAL	**$**	**2,000,445.00**

CONTRACT AMENDMENT NO. 2 WITH BGE INC. FOR THE FINAL DESIGN OF THE RANCIER AVENUE PROJECT

RS-25-169

October 21, 2025

Background

- FY 2023 Capital Improvement Plan includes the Rancier Avenue Replacement and Streetscaping Improvements Project.
- This project is being funded through the Tax Increment Reinvestment Zone (TIRZ) Number 2. In addition, an awarded grant with KTMPO has been awarded in the amount of $3,240,000.00
- On December 6, 2022, City Council authorized a professional services agreement with BGE Inc. to complete the schematic design of the Rancier Avenue Replacement and Streetscaping Project in the amount of $813,453.73.

Background

- On November 5, 2024, the city council authorized the execution of design Contract Amendment No. 1 to proceed the design to 30% in the amount of $2,037,006.37.
- The proposed Contract Amendment No. 2 will continue the final design and construction bidding phase in the amount of 7,396,410.95.

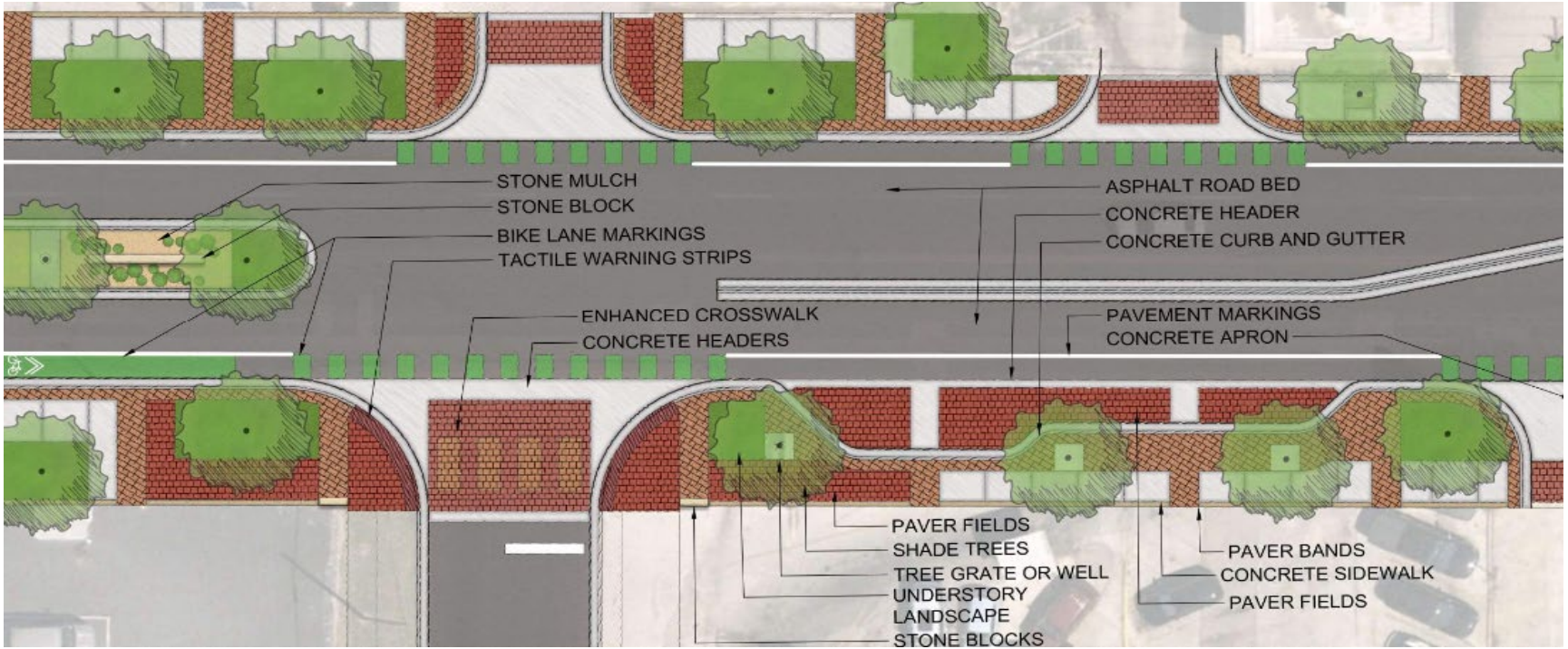
Background

- This amendment will include
  - TXDOT Coordination
  - Final Utility Design (including underground of aerial lines)
  - Pavement Design
  - Signal Design
  - Landscape Design
  - Right-of-Way Services
  - Preparation of Bid Documents and Final Plans

Project Limits

SH 195 (Fort Hood Road) to N. 38th Street

Rancier Avenue



SH 195 (Fort Hood Road) to N. 38th Street

Recommendation

- City Council authorize the City Manager, or designee, to execute a contract amendment for professional design services and construction bidding phase with BGE, Inc., for the final design of the Rancier Avenue Project, in the amount $7,396,410.95.

City of Killeen

Staff Report

File Number: RS-25-170

Consider a memorandum/resolution authorizing the award of Bid No. 26-07, 24-inch Highway 195 and Chaparral Road Water Line Project to Blackrock Construction with a contract, in the amount of $9,981,018.00.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, City Engineer**

SUBJECT: **Authorize the Award of Bid No. 26-07, 24-inch Highway 195 and Chaparral Road Water Line Project to Blackrock Construction**

BACKGROUND AND FINDINGS:

The 2025 Water and Wastewater Master Plan includes Projects 1W and 2W for a 24-inch water line along Chaparral Road and State Highway 195 between the newly constructed Chaparral Pump Station and Stagecoach Road This new water line will enable the transmission of water from the Chaparral Pump Station to the western half of the City.

On September 17, 2025, eight (8) bids were received in response to Bid No. 26-07, 24-inch Highway 195 and Chaparral Road Water Line Project. The following bids were opened and read aloud:

BIDDER	BID AMOUNT
Blackrock Construction	$9,981,018.00
Cash Construction Company, Inc.	$10,319,939.25
C.C. Carlton Industries, LTD	$10,641,151.40
S.J. Louis Construction of Texas, LTD	$10,887,478.23
Bell Contractors, Inc.	$11,394,046.11
Takco, Inc.	$11,916,341.73
Nelson Lewis, Inc.	$13,540,624.00
Mach Energy Services	$17,695,271.00

Purchasing, Engineering, and Freese and Nichols - the design engineering firm reviewed the bids based on the selection criteria set forth in the bid documents and response of references. Blackrock Construction is recommended as the awarded bidder for Bid No. 26-07, 24-inch Highway 195 and Chaparral Road Water Line Project in the amount of $9,981,018, as they are the responsive low bidder providing the best value to the City for this project.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

Total amount of $9,981,018 will be encumbered in FY 2026, with charges processed in FY 2026 and FY 2027 until complete. Funds are available in account numbers 351-56201-900-450-922000, 354-56201-900-400-922000 and 355-56201-900-400-922000.

Is this a one-time or recurring revenue/expenditure?

One-time

Is this revenue/expenditure budgeted?

Yes, expenditures are budgeted in the Capital Improvement Program as part of an approved, ongoing project. Funding is allocated in the Water Impact Fee Fund: 351-56201-900-450-922000, Water & Sewer Bond, Series 2020: 354-56201-900-400-922000, and Water & Sewer Bond, Series 2025: 355-56201-900-400-922000.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Authorize the award of Bid No. 26-07, 24-inch Highway 195 and Chaparral Road Water Line Project to Blackrock Construction; authorize the City Manager, or designee, to execute a construction contract with Blackrock Construction in the amount of $9,981,018; and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Letter of Recommendation
Contract Verification Form
Certificate of Interested Parties
Presentation

Attachment A - Detailed Tabulation of Bids Received

Project	Kileen South Water Supply	**Project Number**	
Owner	City of Kileen, Texas	Bid No. 26-07	
Bid Date	Wednesday, September 17, 2025		
Design Professional	Freese and Nichols, Inc. and Kimley-Horn and Associates, Inc.		

Item No.	Description	Quantity	Units	Blackrock Construction 2400 Hwy 287 N Suite 100, Mansfield, TX 76063 Unit Cost	Extended Amount	Note	Cash Construction Company, Inc. 217 Kingston Lacy Boulevard, Pflugerville, TX 78660 Unit Cost	Extended Amount	Note	C.C. Carlton Industries, LTD. 3102 Bee Cave Rd Ste 200, Austin, TX 78746 Unit Cost	Extended Amount	Note	S.J. Louis Construction of Texas, Ltd. 10515 Gulfdale Street STE 111, San Antonio, TX 78216 Unit Cost	Extended Amount	Note	Bell Contractors, Inc 3082 W. Hwy 190, Belton, TX 76513 Unit Cost	Extended Amount	Note
A. Base Bid – General Items																		
A-01	Mobilization (not to exceed 5% of the total base bid less this item) (SC-25)	1	LS	152,000.00	152,000.00		410,000.00	410,000.00		452,300.00	452,300.00		100,000.00	100,000.00		498,575.71	498,575.71	
A-02	Concrete Encasement-Water Main Retards (TxDOT-7266-6335)	21	EA	950.00	19,950.00		1,210.00	25,410.00		1,800.00	37,800.00		2,000.00	42,000.00		922.12	19,364.52	
A-03	Cut and Restore Pavement (Flex Base) (TxDOT-400-7009) inside TxDOT ROW	255	SY	30.00	7,650.00		45.00	11,475.00		215.00	54,825.00		75.00	19,125.00		105.00	26,775.00	
A-04	Cut & Restore Asphalt Paving (TxDOT-400-7008) inside TxDOT ROW	95	SY	100.00	9,500.00		216.00	20,520.00		260.00	24,700.00		100.00	9,500.00		63.15	5,999.25	
A-05	Cut & Restore Concrete Paving (TxDOT-400-7007) inside TxDOT ROW	22	SY	275.00	6,050.00		346.00	7,612.00		675.00	14,850.00		100.00	2,200.00		173.60	3,819.20	
A-06	Remove and re-lay existing stone riprap (TxDOT-4201-6001) inside TxDOT ROW	15	SY	200.00	3,000.00		81.00	1,215.00		110.00	1,650.00		300.00	4,500.00		41.60	624.00	
A-07	6" PVC Water Line (DR-18) with Backfill per Detail G-05 (Item 602) (with top soil & no HMAC)	12	LF	145.00	1,740.00		152.00	1,824.00		95.00	1,140.00		37.00	444.00		53.28	639.36	
A-08	8" PVC Water Line (DR-18) (Item 602) (with top soil & no HMAC)	101	LF	145.00	14,645.00		161.00	16,261.00		90.00	9,090.00		50.00	5,050.00		73.06	7,379.06	
A-09	8" PVC Water Line (DR-18) (Item 602) (with HMAC)	35	LF	205.00	7,175.00		209.00	7,315.00		290.00	10,150.00		58.00	2,030.00		81.79	2,862.65	
A-10	8" PVC Water Line (DR-18) install in Casing (Item 602)	20	LF	120.00	2,400.00		129.00	2,580.00		111.00	2,220.00		148.00	2,960.00		59.91	1,198.20	
A-11	12" PVC Water Line (DR-18) (Item 602) (with top soil & no HMAC)	33	LF	160.00	5,280.00		178.00	5,874.00		145.00	4,785.00		60.00	1,980.00		91.16	3,008.28	
A-12	12" PVC Water Line (DR-18) (Item 602) (with top soil & no HMAC)	35	Ton	5,010.00	175,350.00		6,020.00	210,700.00		5,065.00	177,275.00		1.00	35.00		10,528.22	368,487.70	
A-13	Prepare Trench Safety Plan (Item 212)	1	LS	27,900.00	27,900.00		1,250.00	1,250.00		5,500.00	5,500.00		500.00	500.00		1,020.00	1,020.00	
A-14	Trench Safety Implementation (Item 212)	23,523	LF	5.00	117,615.00		0.50	11,761.50		1.00	23,523.00		0.01	235.23		4.20	98,796.60	
A-15	16"x 3/8" Steel Encasement Pipe Installed by other than open cut (Item 604)	20	LF	1,035.00	20,700.00		1,190.00	23,800.00		2,000.00	40,000.00		1,160.00	23,200.00		495.24	9,904.80	
A-16	36"x 3/8" Steel Encasement Pipe Installed by open cut (Item 604)	172	LF	295.00	50,740.00		210.00	36,120.00		315.00	54,180.00		390.00	67,080.00		275.49	47,384.28	
A-17	24" Butterfly (Spec 40 05 64)	24	EA	19,250.00	462,000.00		18,000.00	432,000.00		20,400.00	489,600.00		20,690.00	496,560.00		35,670.05	856,081.20	
A-18	6" Gate Valve (Item 603)	1	EA	2,270.00	2,270.00		2,140.00	2,140.00		2,300.00	2,300.00		3,300.00	3,300.00		1,629.80	1,629.80	
A-19	8" Gate Valve (Item 603)	3	EA	2,990.00	8,970.00		2,920.00	8,760.00		3,050.00	9,150.00		4,383.00	13,149.00		2,574.49	7,723.47	
A-20	12" Gate Valve (Item 603)	4	EA	4,820.00	19,280.00		4,970.00	19,880.00		4,960.00	19,840.00		5,234.00	20,936.00		4,298.48	17,193.92	
A-21	20" Gate Valve (Item 603)	1	EA	25,060.00	25,060.00		27,000.00	27,000.00		26,500.00	26,500.00		23,005.00	23,005.00		25,003.40	25,003.40	
A-22	24" Gate Valve (Item 603)	3	EA	33,780.00	101,340.00		37,000.00	111,000.00		35,150.00	105,450.00		32,525.00	97,575.00		33,840.61	101,521.83	
A-23	2" Combination Air/Vacuum Valve (40 05 78)	13	EA	10,950.00	142,350.00		6,600.00	85,800.00		11,500.00	149,500.00		10,250.00	133,250.00		6,753.44	87,794.72	
A-24	Install Fire Hydrant Assembly including lead & 6" GV (Item 603)	22	EA	14,220.00	312,840.00		12,000.00	264,000.00		11,400.00	250,800.00		13,150.00	289,300.00		13,156.95	289,452.90	
A-25	Wet Connections, 6-in Connection (606-8-WC-W) (includes Cut and Plug)	1	EA	2,185.00	2,185.00		2,890.00	2,890.00		3,750.00	3,750.00		4,150.00	4,150.00		8,654.64	8,654.64	
A-26	Wet Connections, 8-in Connection (602-08-WC-W)	1	EA	1,855.00	1,855.00		3,180.00	3,180.00		3,950.00	3,950.00		4,261.00	4,261.00		2,657.50	2,657.50	
A-27	Wet Connections, 12-in Connection (602-08-WC-W)	3	EA	4,130.00	12,390.00		3,750.00	11,250.00		4,900.00	14,700.00		7,500.00	22,500.00		4,368.41	13,105.23	
A-28	Wet Connections, 20-in Connection (601-20-WC-W)	1	EA	8,700.00	8,700.00		8,490.00	8,490.00		10,600.00	10,600.00		13,800.00	13,800.00		9,345.22	9,345.22	
A-29	Wet Connections, 24-in Connection (601-24-WC-W)	1	EA	13,575.00	13,575.00		5,340.00	5,340.00		9,800.00	9,800.00		11,800.00	11,800.00		10,112.02	10,112.02	
A-30	Construction Staking	1	LS	70,250.00	70,250.00		60,000.00	60,000.00		32,500.00	32,500.00		45,000.00	45,000.00		36,845.81	36,845.81	
A-31	Barricades, Signs, and Traffic Handling (Item 301 and TxDOT 502-7001)	16	MO	3,000.00	48,000.00		8,810.00	140,960.00		2,100.00	33,600.00		2,500.00	40,000.00		17,637.79	282,204.64	
A-32	Prepare SWPPP	1	LS	29,000.00	29,000.00		1,880.00	1,880.00		12,980.00	12,980.00		1,500.00	1,500.00		12,845.81	12,845.81	
A-33	Temporary Sediment Control Fence (Install) (TxDOT-506-7039)	11,536	LF	7.00	80,752.00		3.00	34,608.00		4.40	50,758.40		3.45	39,799.20		2.62	30,224.32	
A-34	Temporary Sediment Control Fence (Remove) (TxDOT-506-7041)	11,536	LF	0.75	8,652.00		0.75	8,652.00		0.75	8,652.00		1.00	11,536.00		1.20	13,843.20	
A-35	Vegetative Watering (TxDOT-168-7001)	3	MG	6,900.00	20,700.00		500.00	1,500.00		165.00	495.00		1,000.00	3,000.00		6,600.00	19,800.00	
A-36	Broadcast Seeding (Perm) (Special Mix) (TxDOT-164-7042)	101,200	SY	1.75	177,100.00		1.00	101,200.00		0.45	45,540.00		0.50	50,600.00		0.62	62,744.00	
A-37	Furnishing And Placing Topsoil (6") (TxDOT-160-7004)	100,929	SY	5.50	555,109.50		2.00	201,858.00		0.80	80,743.20		1.00	100,929.00		6.98	704,484.42	
A-38	Soil Retention Blanket (CL 1) (TY A) (TxDOT-169-6001)	39,032	SY	2.50	97,580.00		2.00	78,064.00		1.65	64,402.80		2.10	81,967.20		1.62	63,231.84	
A-39	Rock Filter Dams (Install) (TY 1) (TxDOT-506-7006 & Item 306)	1,559	LF	49.00	76,391.00		27.00	42,093.00		30.00	46,770.00		42.00	65,478.00		25.20	39,286.80	
A-40	Remove Rock Filter Dams (TxDOT-506-7012)	1,559	LF	11.50	17,928.50		3.00	4,677.00		7.00	10,913.00		25.00	38,975.00		6.00	9,354.00	
A-41	Temporary Construction Exits (TY 1) (TxDOT-506-7020)	5	EA	6,700.00	33,500.00		1,200.00	6,000.00		2,750.00	13,750.00		1,600.00	8,000.00		1,800.00	9,000.00	
A-42	Temporary Construction Exits (Remove) (TxDOT-506-7024)	5	EA	750.00	3,750.00		219.00	1,095.00		500.00	2,500.00		1,250.00	6,250.00		300.00	1,500.00	
A-43	Biodegradable Erosion Control Logs (8") (TxDOT-506-7043)	449	LF	16.50	7,408.50		7.00	3,143.00		16.00	7,184.00		5.00	2,245.00		4.80	2,155.20	
A-44	Biodegradable Erosion Control Logs (Remove) (TxDOT-506-7046)	449	LF	1.00	449.00		0.75	336.75		5.00	2,245.00		2.50	1,122.50		1.20	538.80	
A-45	TxDOT Preparing of R.O.W. (TxDOT-100-7002)	150	STA	525.00	78,750.00		1,260.00	189,000.00		770.00	115,500.00		500.00	75,000.00		1,016.27	152,440.50	
A-46	Silt Fence with J-Hooks (Remove) (TxDOT-506-7041)	17,976	LF	4.15	74,600.40		3.00	53,928.00		4.50	80,892.00		3.60	64,713.60		2.62	47,097.12	
A-47	Silt Fence with J-Hooks (Remove) (TxDOT-506-7041)	17,976	LF	0.75	13,482.00		0.75	13,482.00		1.00	17,976.00		1.00	17,976.00		1.20	21,571.20	
A-48	Remove and Replace Mailbox	11	EA	400.00	4,400.00		410.00	4,510.00		850.00	9,350.00		500.00	5,500.00		906.14	9,967.54	
A-49	Remove and Replace Brick Mailbox	2	EA	2,500.05	5,000.10		5,380.00	10,760.00		3,700.00	7,400.00		1,500.00	3,000.00		1,800.00	3,600.00	
A-50	Install 24" Rock Rip Rap (Item 408)	25	SY	195.00	4,875.00		48.00	1,200.00		120.00	3,000.00		400.00	10,000.00		66.00	1,650.00	
A-51	Remove and Replace Existing 12" CMP Culvert Including Concrete Riprap (Match Existing)	48	LF	213.00	10,224.00		377.00	18,096.00		225.00	10,800.00		500.00	24,000.00		82.04	3,937.92	
A-52	Remove Existing Culvert and Replace RCP 18" Diameter (Item 420) Including Concrete Rip Rap	445	LF	248.00	110,360.00		289.00	128,605.00		325.00	144,625.00		47.00	20,915.00		116.79	51,971.55	
A-53	Remove Existing Culvert and Replace RCP 18" Diameter (Item 420) Including Concrete Rip Rap	178	LF	258.00	45,924.00		326.00	58,028.00		495.00	88,110.00		55.00	9,790.00		110.16	19,608.48	
A	**Base Bid - General Items Total**				**$ 3,308,696.00**			**$ 2,939,123.25**			**$ 2,900,614.40**			**$ 2,141,721.73**			**$ 4,126,017.61**	
Base Bid – Ductile Iron Pipe																		
B-01	20" DI Water Line (PC 250) with Backfill per Detail G-02 (Item 601)	20	LF	204.00	4,080.00		273.00	5,460.00		236.00	4,720.00		218.00	4,360.00		174.15	3,483.00	
B-02	24" DI Water Line (PC 200) with Backfill per Detail G-02 (Item 601)	15,069	LF	258.00	3,887,802.00		259.00	3,902,871.00		258.00	3,887,802.00		343.50	5,176,201.50		213.57	3,218,286.33	
B-03	24" DI Water Line (PC 200) with Backfill per Detail G-03 (Item 601)	840	LF	278.50	233,940.00		321.00	269,640.00		360.00	302,400.00		343.50	288,540.00		355.53	298,645.20	
B-04	24" DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with top soil & no HMAC)	7,060	LF	278.50	1,966,210.00		326.00	2,301,560.00		361.00	2,548,660.00		343.50	2,425,110.00		425.74	3,005,724.40	
B-05	24" DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with HMAC)	530	LF	343.00	181,790.00		452.00	239,560.00		690.00	365,700.00		343.50	182,055.00		430.27	228,043.10	
B-06	24" DI Water Line (PC 200) with Backfill per Detail G-06 (Item 601)	70	LF	278.50	19,495.00		622.00	43,540.00		261.00	18,270.00		343.50	24,045.00		457.15	32,000.50	
B-07	24" DI Water Line (PC 200) install in Casing (Item 601)	375	LF	245.00	91,875.00		314.00	117,750.00		275.00	103,125.00		553.00	207,375.00		256.98	96,367.50	
B-08	Pipe, 24" Dia. AWWA C151 Class 200 Restrained Ductile Iron Water Line (Other Than Open Cut) (item 601-24-KRJ-1-W)	286	LF	500.00	143,000.00		1,150.00	328,900.00		860.00	245,960.00		900.00	257,400.00		811.63	232,126.18	
B-09	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe) (33 05 20)	203	LF	710.00	144,130.00		845.00	171,535.00		1,300.00	263,900.00		890.00	180,670.00		755.43	153,352.29	
B	**Base Bid - Ductile Iron Pipe Total**				**$ 6,672,322.00**			**$ 7,380,816.00**			**$ 7,740,537.00**			**$ 8,745,756.50**			**$ 7,268,028.50**	

Attachment A - Detailed Tabulation of Bids Received

Project	Kileen South Water Supply	**Project Number**	
Owner	City of Kileen, Texas	Bid No. 26-07	
Bid Date	Wednesday, September 17, 2025		
Design Professional	Freese and Nichols, Inc. and Kimley-Horn and Associates, Inc.		

Item No.	Description	Quantity	Units	Blackrock Construction 2400 Hwy 287 N Suite 100, Mansfield, TX 76063 Unit Cost	Extended Amount	Note	Cash Construction Company, Inc. 217 Kingston Lacy Boulevard, Pflugerville, TX 78660 Unit Cost	Extended Amount	Note	C.C. Carlton Industries, LTD. 3102 Bee Cave Rd Ste 200, Austin, TX 78746 Unit Cost	Extended Amount	Note	S.J. Louis Construction of Texas, Ltd. 10515 Gulfdale Street STE 111, San Antonio, TX 78216 Unit Cost	Extended Amount	Note	Bell Contractors, Inc 3082 W. Hwy 190, Belton, TX 76513 Unit Cost	Extended Amount	Note
C. Alternate Bid No. 1 – PVC Pipe																		
C-01	20" PVC Water Line (DR-18) with Backfill per Detail G-02 (Item 602)	20	LF	151.00	3,020.00		205.00	4,100.00		202.00	4,040.00		203.00	4,060.00		139.35	2,787.00	
C-02	24" PVC Water Line (DR-14) with Backfill per Detail G-02 (Item 602)	15,129	LF	243.00	3,676,347.00		227.00	3,434,283.00		245.00	3,706,605.00		329.50	4,985,005.50		199.83	3,023,228.07	
C-03	24" PVC Water Line (DR-14) with Backfill per Detail G-03 (Item 602)	840	LF	264.00	221,760.00		297.00	249,480.00		345.00	289,800.00		329.50	276,780.00		327.71	275,276.40	
C-04	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with top soil & no HMAC)	7,060	LF	264.00	1,863,840.00		304.00	2,146,240.00		347.00	2,449,820.00		329.50	2,326,270.00		398.15	2,810,939.00	
C-05	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with HMAC)	530	LF	327.00	173,310.00		384.00	203,520.00		649.00	343,970.00		329.50	174,635.00		403.59	213,902.70	
C-06	24" PVC Water Line (DR-14) with Backfill per Detail G-06 (Item 602)	70	LF	264.00	18,480.00		563.00	39,410.00		240.00	16,800.00		329.50	23,065.00		415.91	29,113.70	
C-07	24" PVC Water Line (DR-14) install in Casing (Item 602)	375	LF	232.00	87,000.00		253.00	94,875.00		261.00	97,875.00		539.00	202,125.00		236.86	88,822.50	
C-08	Pipe, 24" Dia. AWWA C900 DR-14 Restrained PVC Water Line (Other Than Open Cut)	286	LF	535.00	153,010.00		1,200.00	343,200.00		901.00	257,686.00		886.00	253,396.00		791.88	226,477.68	
C-09	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe) (33 05 20)	203	LF	735.00	149,205.00		885.00	179,655.00		1,300.00	263,900.00		890.00	180,670.00		761.37	154,558.11	
C	**Alternate Bid No. 1 - PVC Pipe Total**				**$ 6,345,972.00**			**$ 6,694,763.00**			**$ 7,430,496.00**			**$ 8,426,006.50**			**$ 6,825,105.16**	
D Alternate Bid No. 2 – Ductile Iron Pipe W/Auger Bore																		
D-01	20" DI Water Line (PC 250) with Backfill per Detail G-02 (Item 601)	20	LF	204.00	4,080.00		272.00	5,440.00		235.00	4,700.00		218.00	4,360.00		174.15	3,483.00	
D-02	24" DI Water Line (PC 200) with Backfill per Detail G-02 (Item 601)	15,163	LF	258.00	3,912,054.00		259.00	3,927,217.00		258.00	3,912,054.00		343.50	5,208,490.50		213.73	3,240,787.99	
D-03	24" DI Water Line (PC 200) with Backfill per Detail G-03 (Item 601)	840	LF	278.50	233,940.00		315.00	264,600.00		360.00	302,400.00		343.50	288,540.00		348.76	292,958.40	
D-04	24" DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with top soil & no HMAC)	7,060	LF	278.50	1,966,210.00		325.00	2,294,500.00		360.00	2,541,600.00		343.50	2,425,110.00		418.96	2,957,857.60	
D-05	24" DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with HMAC)	530	LF	343.00	181,790.00		453.00	240,090.00		689.00	365,170.00		343.50	182,055.00		422.52	223,935.60	
D-06	24" DI Water Line (PC 200) with Backfill per Detail G-06 (Item 601)	70	LF	278.50	19,495.00		630.00	44,100.00		260.00	18,200.00		343.50	24,045.00		450.33	31,523.10	
D-07	24" DI Water Line (PC 200) install in Casing (Item 601)	661	LF	250.00	165,250.00		313.00	206,893.00		275.00	181,775.00		553.00	365,533.00		259.15	171,298.15	
D-08	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe) (33 05 20)	489	LF	710.00	347,190.00		950.00	464,550.00		1,300.00	635,700.00		890.00	435,210.00		747.84	365,693.76	
D	**Alternate Bid No. - Ductile Iron Pipe W/Auger Bore Total**				**$ 6,830,009.00**			**$ 7,447,390.00**			**$ 7,961,599.00**			**$ 8,933,343.50**			**$ 7,287,537.60**	
E. Alternate Bid No. 3 – PVC Pipe W/Auger Bore																		
E-01	20" PVC Water Line (DR-18) with Backfill per Detail G-02 (Item 602)	20	LF	151.00	3,020.00		206.00	4,120.00		190.00	3,800.00		203.00	4,060.00		139.35	2,787.00	
E-02	24" PVC Water Line (DR-14) with Backfill per Detail G-02 (Item 602)	15,163	LF	243.00	3,684,609.00		227.00	3,442,001.00		245.00	3,714,935.00		329.50	4,996,208.50		199.89	3,030,932.07	
E-03	24" PVC Water Line (DR-14) with Backfill per Detail G-03 (Item 602)	840	LF	264.00	221,760.00		297.00	249,480.00		346.00	290,640.00		329.50	276,780.00		327.71	275,276.40	
E-04	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with top soil & no HMAC)	7,060	LF	264.00	1,863,840.00		305.00	2,153,300.00		348.00	2,456,880.00		329.50	2,326,270.00		398.15	2,810,939.00	
E-05	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with HMAC)	530	LF	327.00	173,310.00		385.00	204,050.00		676.00	358,280.00		329.50	174,635.00		403.59	213,902.70	
E-06	24" PVC Water Line (DR-14) with Backfill per Detail G-06 (Item 602)	70	LF	264.00	18,480.00		564.00	39,480.00		248.00	17,360.00		329.50	23,065.00		415.91	29,113.70	
E-07	24" PVC Water Line (DR-14) install in Casing (Item 602)	172	LF	235.00	40,420.00		253.00	43,516.00		260.00	44,720.00		539.00	92,708.00		244.26	42,012.72	
E-08	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe)	489	LF	685.00	334,965.00		956.00	467,484.00		1,300.00	635,700.00		890.00	435,210.00		747.84	365,693.76	
E	**Alternate Bid No. 3 - PVC Pipe W/Auger Bore Total**				**$ 6,340,404.00**			**$ 6,603,431.00**			**$ 7,522,315.00**			**$ 8,328,936.50**			**$ 6,770,657.35**	
	Total Base Bid (Items A + B)				**9,981,018.00**			**10,319,939.25**			**10,641,151.40**			**10,887,478.23**			**11,394,046.11**	
	Total Bid Alternate No. 1 – PVC Pipe (Items A + C)				**9,654,668.00**			**9,633,886.25**			**10,331,110.40**			**10,567,728.23**			**10,951,122.77**	
	Total Bid Alternate No. 2 – Ductile Iron Pipe W/Auger Bore (Items A + D)				**10,138,705.00**			**10,386,513.25**			**10,862,213.40**			**11,075,065.23**			**11,413,555.21**	
	Total Bid Alternate No. 3 – PVC Pipe W/Auger Bore (Items A + E)				**9,649,100.00**			**9,542,554.25**			**10,422,929.40**			**10,470,658.23**			**10,896,674.96**	

General Notes		Offeror Notes:	Offeror Notes:	Offeror Notes:	Offeror Notes:	Offeror Notes:

Attachment A - Detailed Tabulation of Bids Received

Project	Kileen South Water Supply	**Project Number**	
Owner	City of Kileen, Texas	Bid No. 26-07	
Bid Date	Wednesday, September 17, 2025		
Design Professional	Freese and Nichols, Inc. and Kimley-Horn and Associates, Inc.		

Item No.	Description	Quantity	Units	Takco, Inc. 8200 N. I45 Service Road Palmer, AL 75152 Unit Cost	Takco, Inc. Extended Amount	Note	Nelson Lewis Inc. 450 E FM 1431, Marble Falls, TX 78654 Unit Cost	Nelson Lewis Inc. Extended Amount	Note	Mach Energy Services 501 N. Walker Ave, Suite 150, Oklahoma City, OK 73034 Unit Cost	Mach Energy Services Extended Amount	Note
A. Base Bid – General Items												
A-01	Mobilization (not to exceed 5% of the total base bid less this item) (SC-25)	1	LS	86,846.34	86,846.34		610,000.00	610,000.00		400,000.00	400,000.00	
A-02	Concrete Encasement-Water Main Retards (TxDOT-7266-6335)	21	EA	1,158.77	24,334.17		2,000.00	42,000.00		30,000.00	630,000.00	
A-03	Cut and Restore Pavement (Flex Base) (TxDOT-400-7009) inside TxDOT ROW	255	SY	43.06	10,980.30		20.00	5,100.00		220.00	56,100.00	
A-04	Cut & Restore Asphalt Paving (TxDOT-400-7008) inside TxDOT ROW	95	SY	253.21	24,054.95		150.00	14,250.00		200.00	19,000.00	
A-05	Cut & Restore Concrete Paving (TxDOT-400-7007) inside TxDOT ROW	22	SY	259.11	5,700.42		220.00	4,840.00		100.00	2,200.00	
A-06	Remove and re-lay existing stone riprap (TxDOT-4201-6001) inside TxDOT ROW	15	SY	132.77	1,991.55		68.00	1,020.00		100.00	1,500.00	
A-07	6” PVC Water Line (DR-18) with Backfill per Detail G-05 (Item 602) (with top soil & no HMAC)	12	LF	80.72	968.64		400.00	4,800.00		160.00	1,920.00	
A-08	8” PVC Water Line (DR-18) (Item 602) (with top soil & no HMAC)	101	LF	78.69	7,947.69		120.00	12,120.00		120.00	12,120.00	
A-09	8” PVC Water Line (DR-18) (Item 602) (with HMAC)	35	LF	211.52	7,403.20		200.00	7,000.00		160.00	5,600.00	
A-10	8” PVC Water Line (DR-18) install in Casing (Item 602)	20	LF	76.85	1,537.00		120.00	2,400.00		220.00	4,400.00	
A-11	12” PVC Water Line (DR-18) (Item 602) (with top soil & no HMAC)	33	LF	142.68	4,708.44		100.00	3,300.00		220.00	7,260.00	
A-12	12” PVC Water Line (DR-18) (Item 602) (with top soil & no HMAC)	35	Ton	5,638.62	197,351.70		15,000.00	525,000.00		6,000.00	210,000.00	
A-13	Prepare Trench Safety Plan (Item 212)	1	LS	1,661.93	1,661.93		3,000.00	3,000.00		20,000.00	20,000.00	
A-14	Trench Safety Implementation (Item 212)	23,523	LF	1.89	44,458.47		1.00	23,523.00		10.00	235,230.00	
A-15	16”x 3/8” Steel Encasement Pipe Installed by other than open cut (Item 604)	20	LF	611.87	12,237.40		1,100.00	22,000.00		900.00	18,000.00	
A-16	36”x 3/8” Steel Encasement Pipe Installed by open cut (Item 604)	172	LF	443.93	76,355.96		400.00	68,800.00		1,000.00	172,000.00	
A-17	24” Butterfly (Spec 40 05 64)	24	EA	15,142.76	363,426.24		26,000.00	624,000.00		40,000.00	960,000.00	
A-18	6" Gate Valve (Item 603)	1	EA	1,666.78	1,666.78		2,300.00	2,300.00		2,500.00	2,500.00	
A-19	8" Gate Valve (Item 603)	3	EA	2,355.58	7,066.74		3,200.00	9,600.00		3,000.00	9,000.00	
A-20	12" Gate Valve (Item 603)	4	EA	3,996.85	15,987.40		5,500.00	22,000.00		4,000.00	16,000.00	
A-21	20" Gate Valve (Item 603)	1	EA	22,920.08	22,920.08		35,000.00	35,000.00		23,000.00	23,000.00	
A-22	24" Gate Valve (Item 603)	3	EA	31,043.58	93,130.74		45,000.00	135,000.00		27,000.00	81,000.00	
A-23	2” Combination Air/Vacuum Valve (40 05 78)	13	EA	7,483.64	97,287.32		8,000.00	104,000.00		8,000.00	104,000.00	
A-24	Install Fire Hydrant Assembly including lead & 6” GV (Item 603)	22	EA	9,457.31	208,060.82		8,000.00	176,000.00		8,000.00	176,000.00	
A-25	Wet Connections, 6-in Connection (606-8-WC-W) (includes Cut and Plug)	1	EA	1,529.07	1,529.07		2,600.00	2,600.00		5,000.00	5,000.00	
A-26	Wet Connections, 8-in Connection (602-08-WC-W)	1	EA	1,671.07	1,671.07		2,800.00	2,800.00		5,000.00	5,000.00	
A-27	Wet Connections, 12-in Connection (602-08-WC-W)	3	EA	3,119.83	9,359.49		4,100.00	12,300.00		5,000.00	15,000.00	
A-28	Wet Connections, 20-in Connection (601-20-WC-W)	1	EA	7,464.12	7,464.12		5,100.00	5,100.00		25,000.00	25,000.00	
A-29	Wet Connections, 24-in Connection (601-24-WC-W)	1	EA	3,996.51	3,996.51		6,200.00	6,200.00		30,000.00	30,000.00	
A-30	Construction Staking	1	LS	69,292.98	69,292.98		45,000.00	45,000.00		15,000.00	15,000.00	
A-31	Barricades, Signs, and Traffic Handling (Item 301 and TxDOT 502-7001)	16	MO	11,417.03	182,672.48		10,000.00	160,000.00		15,000.00	240,000.00	
A-32	Prepare SWPPP	1	LS	8,143.44	8,143.44		10,000.00	10,000.00		10,000.00	10,000.00	
A-33	Temporary Sediment Control Fence (Install) (TxDOT-506-7039)	11,536	LF	3.42	39,453.12		4.00	46,144.00		3.00	34,608.00	
A-34	Temporary Sediment Control Fence (Remove) (TxDOT-506-7041)	11,536	LF	0.44	5,075.84		1.00	11,536.00		2.00	23,072.00	
A-35	Vegetative Watering (TxDOT-168-7001)	3	MG	45,126.93	135,380.79		30,000.00	90,000.00		3,500.00	10,500.00	
A-36	Broadcast Seeding (Perm) (Special Mix) (TxDOT-164-7042)	101,200	SY	1.00	101,200.00		0.50	50,600.00		1.00	101,200.00	
A-37	Furnishing And Placing Topsoil (6") (TxDOT-160-7004)	100,929	SY	3.30	333,065.70		6.00	605,574.00		14.00	1,413,006.00	
A-38	Soil Retention Blanket (CL 1) (TY A) (TxDOT-169-6001)	39,032	SY	1.66	64,793.12		2.00	78,064.00		2.00	78,064.00	
A-39	Rock Filter Dams (Install) (TY 1) (TxDOT-506-7006 & Item 306)	1,559	LF	24.37	37,992.83		60.00	93,540.00		50.00	77,950.00	
A-40	Remove Rock Filter Dams (TxDOT-506-7012)	1,559	LF	15.51	24,180.09		10.00	15,590.00		30.00	46,770.00	
A-41	Temporary Construction Exits (TY 1) (TxDOT-506-7020)	5	EA	1,661.93	8,309.65		2,500.00	12,500.00		10,000.00	50,000.00	
A-42	Temporary Construction Exits (Remove) (TxDOT-506-7024)	5	EA	807.23	4,036.15		350.00	1,750.00		5,000.00	25,000.00	
A-43	Biodegradable Erosion Control Logs (8") (TxDOT-506-7043)	449	LF	6.09	2,734.41		11.00	4,939.00		15.00	6,735.00	
A-44	Biodegradable Erosion Control Logs (Remove) (TxDOT-506-7046)	449	LF	2.44	1,095.56		1.00	449.00		10.00	4,490.00	
A-45	TxDOT Preparing of R.O.W. (TxDOT-100-7002)	150	STA	1,501.30	225,195.00		200.00	30,000.00		300.00	45,000.00	
A-46	Silt Fence with J-Hooks (Remove) (TxDOT-506-7041)	17,976	LF	3.17	56,983.92		4.00	71,904.00		5.50	98,868.00	
A-47	Silt Fence with J-Hooks (Remove) (TxDOT-506-7041)	17,976	LF	0.44	7,909.44		1.00	17,976.00		3.00	53,928.00	
A-48	Remove and Replace Mailbox	11	EA	759.73	8,357.03		500.00	5,500.00		500.00	5,500.00	
A-49	Remove and Replace Brick Mailbox	2	EA	3,323.85	6,647.70		5,000.00	10,000.00		2,500.00	5,000.00	
A-50	Install 24" Rock Rip Rap (Item 408)	25	SY	122.42	3,060.50		110.00	2,750.00		170.00	4,250.00	
A-51	Remove and Replace Existing 12" CMP Culvert Including Concrete Riprap (Match Existing)	48	LF	175.90	8,443.20		200.00	9,600.00		115.00	5,520.00	
A-52	Remove Existing Culvert and Replace RCP 18” Diameter (Item 420) Including Concrete Rip Rap	445	LF	194.56	86,579.20		250.00	111,250.00		130.00	57,850.00	
A-53	Remove Existing Culvert and Replace RCP 18” Diameter (Item 420) Including Concrete Rip Rap	178	LF	212.18	37,768.04		300.00	53,400.00		145.00	25,810.00	
A	**Base Bid - General Items Total**				**$ 2,800,474.73**			**$ 4,024,119.00**			**$ 5,684,951.00**	
Base Bid – Ductile Iron Pipe												
B-01	20” DI Water Line (PC 250) with Backfill per Detail G-02 (Item 601)	20	LF	322.95	6,459.00		600.00	12,000.00		350.00	7,000.00	
B-02	24” DI Water Line (PC 200) with Backfill per Detail G-02 (Item 601)	15,069	LF	336.71	5,073,882.99		345.00	5,198,805.00		480.00	7,233,120.00	
B-03	24” DI Water Line (PC 200) with Backfill per Detail G-03 (Item 601)	840	LF	366.81	308,120.40		300.00	252,000.00		500.00	420,000.00	
B-04	24” DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with top soil & no HMAC)	7,060	LF	379.88	2,681,952.80		430.00	3,035,800.00		480.00	3,388,800.00	
B-05	24” DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with HMAC)	530	LF	586.64	310,919.20		450.00	238,500.00		500.00	265,000.00	
B-06	24” DI Water Line (PC 200) with Backfill per Detail G-06 (Item 601)	70	LF	668.23	46,776.10		415.00	29,050.00		480.00	33,600.00	
B-07	24” DI Water Line (PC 200) install in Casing (Item 601)	375	LF	317.26	118,972.50		350.00	131,250.00		600.00	225,000.00	
B-08	Pipe, 24" Dia. AWWA C151 Class 200 Restrained Ductile Iron Water Line (Other Than Open Cut) (item 601-24-KRJ-1-W)	286	LF	1,074.51	307,309.86		1,100.00	314,600.00		750.00	214,500.00	
B-09	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe) (33 05 20)	203	LF	1,288.05	261,474.15		1,500.00	304,500.00		1,100.00	223,300.00	
B	**Base Bid - Ductile Iron Pipe Total**				**$ 9,115,867.00**			**$ 9,516,505.00**			**$ 12,010,320.00**	

Attachment A - Detailed Tabulation of Bids Received

Project	Kileen South Water Supply	**Project Number**	
Owner	City of Kileen, Texas	Bid No. 26-07	
Bid Date	Wednesday, September 17, 2025		
Design Professional	Freese and Nichols, Inc. and Kimley-Horn and Associates, Inc.		

Item No.	Description	Quantity	Units	Takco, Inc. 8200 N. I45 Service Road Palmer, AL 75152 Unit Cost	Takco, Inc. Extended Amount	Note	Nelson Lewis Inc. 450 E FM 1431, Marble Falls, TX 78654 Unit Cost	Nelson Lewis Inc. Extended Amount	Note	Mach Energy Services 501 N. Walker Ave, Suite 150, Oklahoma City, OK 73034 Unit Cost	Mach Energy Services Extended Amount	Note
C. Alternate Bid No. 1 – PVC Pipe												
C-01	20" PVC Water Line (DR-18) with Backfill per Detail G-02 (Item 602)	20	LF	339.09	6,781.80		610.00	12,200.00		355.00	7,100.00	
C-02	24" PVC Water Line (DR-14) with Backfill per Detail G-02 (Item 602)	15,129	LF	318.16	4,813,442.64		305.00	4,614,345.00		405.00	6,127,245.00	1
C-03	24" PVC Water Line (DR-14) with Backfill per Detail G-03 (Item 602)	840	LF	349.66	293,714.40		275.00	231,000.00		455.00	382,200.00	
C-04	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with top soil & no HMAC)	7,060	LF	364.68	2,574,640.80		305.00	2,153,300.00		410.00	2,894,600.00	
C-05	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with HMAC)	530	LF	591.07	313,267.10		325.00	172,250.00		455.00	241,150.00	
C-06	24" PVC Water Line (DR-14) with Backfill per Detail G-06 (Item 602)	70	LF	657.05	45,993.50		410.00	28,700.00		410.00	28,700.00	
C-07	24" PVC Water Line (DR-14) install in Casing (Item 602)	375	LF	298.78	112,042.50		300.00	112,500.00		600.00	225,000.00	
C-08	Pipe, 24" Dia. AWWA C900 DR-14 Restrained PVC Water Line (Other Than Open Cut)	286	LF	1,073.16	306,923.76		1,000.00	286,000.00		750.00	214,500.00	
C-09	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe) (33 05 20)	203	LF	1,311.67	266,269.01	1	1,200.00	243,600.00		1,100.00	223,300.00	
C	**Alternate Bid No. 1 - PVC Pipe Total**				**$ 8,733,075.51**	**2**		**$ 7,853,895.00**			**$ 10,343,795.00**	**2**
D Alternate Bid No. 2 – Ductile Iron Pipe W/Auger Bore												
D-01	20" DI Water Line (PC 250) with Backfill per Detail G-02 (Item 601)	20	LF	719.08	14,381.60		600.00	12,000.00		350.00	7,000.00	
D-02	24" DI Water Line (PC 200) with Backfill per Detail G-02 (Item 601)	15,163	LF	798.24	12,103,713.12		345.00	5,231,235.00		480.00	7,278,240.00	3
D-03	24" DI Water Line (PC 200) with Backfill per Detail G-03 (Item 601)	840	LF	798.37	670,630.80		300.00	252,000.00		500.00	420,000.00	
D-04	24" DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with top soil & no HMAC)	7,060	LF	815.67	5,758,630.20		430.00	3,035,800.00		480.00	3,388,800.00	
D-05	24" DI Water Line (PC 200) with Backfill per Detail G-05 (Item 601) (with HMAC)	530	LF	835.99	443,074.70		450.00	238,500.00		500.00	265,000.00	
D-06	24" DI Water Line (PC 200) with Backfill per Detail G-06 (Item 601)	70	LF	965.39	67,577.30		415.00	29,050.00		480.00	33,600.00	
D-07	24" DI Water Line (PC 200) install in Casing (Item 601)	661	LF	271.98	179,778.78		350.00	231,350.00		600.00	396,600.00	
D-08	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe) (33 05 20)	489	LF	1,062.58	519,601.62		1,500.00	733,500.00		1,100.00	537,900.00	
D	**Alternate Bid No. - Ductile Iron Pipe W/Auger Bore Total**				**$ 19,757,388.12**			**$ 9,763,435.00**			**$ 12,327,140.00**	**4**
E. Alternate Bid No. 3 – PVC Pipe W/Auger Bore												
E-01	20" PVC Water Line (DR-18) with Backfill per Detail G-02 (Item 602)	20	LF	820.85	16,417.00		610.00	12,200.00		355.00	7,100.00	
E-02	24" PVC Water Line (DR-14) with Backfill per Detail G-02 (Item 602)	15,163	LF	781.45	11,849,126.35		305.00	4,624,715.00		405.00	6,141,015.00	5
E-03	24" PVC Water Line (DR-14) with Backfill per Detail G-03 (Item 602)	840	LF	782.99	657,711.60		275.00	231,000.00		455.00	382,200.00	
E-04	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with top soil & no HMAC)	7,060	LF	776.97	5,485,408.20		305.00	2,153,300.00		410.00	2,894,600.00	
E-05	24" PVC Water Line (DR-14) with Backfill per Detail G-05 (Item 602) (with HMAC)	530	LF	964.90	511,397.00		325.00	172,250.00		455.00	241,150.00	
E-06	24" PVC Water Line (DR-14) with Backfill per Detail G-06 (Item 602)	70	LF	1,050.43	73,530.10		410.00	28,700.00		410.00	28,700.00	
E-07	24" PVC Water Line (DR-14) install in Casing (Item 602)	172	LF	894.31	153,821.32		300.00	51,600.00		600.00	103,200.00	6
E-08	Auger Boring 36" Dia Pipe, 3/8" Thick Steel (not including carrier pipe)	489	LF	1,064.32	520,452.48		1,200.00	586,800.00		1,100.00	537,900.00	
E	**Alternate Bid No. 3 - PVC Pipe W/Auger Bore Total**				**$ 19,267,864.05**			**$ 7,860,565.00**			**$ 10,335,865.00**	**7**
	Total Base Bid (Items A + B)				**11,916,341.73**			**13,540,624.00**			**17,695,271.00**	
	Total Bid Alternate No. 1 – PVC Pipe (Items A + C)				**11,533,550.24**	**3**		**11,878,014.00**			**16,028,746.00**	**8**
	Total Bid Alternate No. 2 – Ductile Iron Pipe W/Auger Bore (Items A + D)				**22,557,862.85**			**13,787,554.00**			**18,012,091.00**	**9**
	Total Bid Alternate No. 3 – PVC Pipe W/Auger Bore (Items A + E)				**22,068,338.78**			**11,884,684.00**			**16,020,816.00**	**10**

General Notes	Offeror Notes:	Offeror Notes:	Offeror Notes:
	1. The extended amount for bid item C-09 of $266,269.04 does not match the calculated value of $266,269.01. 2. The total amount for bid section C of $8,733,074.71 in the bid proposal does not match the calculated valve of $8,733,075.51. 3. The total amount for Bid Alternate 1 (A+C) of $11,533,549.44 does not match the calculated valve of $11,533,550.24		1. The extended amount for bid item C-02 of $6,102,945.00 does not match the calculated value of $6,127,245.00. 2. The total amount for bid section C of $10,319,495.00 does not match the calculated value of $10,343,795. 3. The extended amount for bid item D-02 of $7,233,120.00 does not match the calculated value of $7,278,240.00. 4. The total amount for bid section D of $12,282,020.00 does not match the calculated value of $12,327,140.00. 5. The extended amount for bid item E-02 of $6,102,945.00 does not match the calculated value of $6,141,015.00. 6. The extended amount for bid item E-07 of $396,600 does not match the calculated value of $103,200.00. 7. The total amount for bid section E of $10,591,195.00 does not match the calculated value of $10,335,865.00 8. The total amount for Bid Alternate 1 (A+C) of $16,004,446.00 does not match the calculated value of $16,028,746.00 9. The total amount for Bid Alternate 2 (A+D) of $17,966,971 does not match the calculated value of $18,012,091.00. 10. The total amount for Bid Alternate 3 (A+E) of $16,276,146 does not match the calculated

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September 19, 2025

Steve Kana, P.E.
Assistant City Engineer
City of Killeen, Texas
3201-A South WS Young Drive
Killeen, TX 76542

Re: Recommendation of Award for the 24-Inch Highway 195 and Chaparral Road Water Line Bid No. 26-07 (FNI Project #KIL17231).

Dear Mr. Kana:

On Wednesday, September 17, 2025, bids were opened for the above referenced project. Eight contractors submitted bids for this project. Freese and Nichols, Inc. (FNI) reviewed the bids for errors and omissions. All bidders acknowledged the addenda and provided bid security. A summary of the bids received is provided in the table below, and the detailed bid tabulation is attached.

BID SUMMARY

Bidder	Base Bid Amount (Ductile Iron Pipe)	Bid Alternate No. 1 (PVC Pipe)	Bid Alternate No. 2 (Ductile Iron Pipe with Auger Bore)	Bid Alternate No. 3 (PVC Pipe with Auger Bore)
Blackrock Construction	$9,981,018.00	$9,654,668.00	$10,138,705.00	$9,649,100.00
Cash Construction Company, Inc.	$10,319,939.25	$9,633,886.25	$10,386,513.25	$9,542,554.25
C.C. Carlton Industries, LTD.	$10,641,151.40	$10,331,110.40	$10,862,213.40	$10,422,929.40
S.J. Louis Construction of Texas, Ltd.	$10,887,478.23	$10,567,728.23	$11,075,065.23	$10,470,658.23
Bell Contractors, Inc	$11,394,046.11	$10,951,122.77	$11,413,555.21	$10,896,674.96
Takco, Inc.	$11,916,341.73	$11,533,550.24	$22,557,862.85	$22,068,338.78
Nelson Lewis, Inc.	$13,540,624.00	$11,878,014.00	$13,787,554.00	$11,884,684.00
Mach Energy Services	$17,695,271.00	$16,028,746.00	$18,012,091.00	$16,020,816.00

The bids include a base bid for ductile iron pipe, a bid alternate number 1 for PVC pipe, a bid alternate number 2 for ductile iron pipe with auger boring under driveways, and a bid alternate number 3 with PVC pipe with auger boring under driveways. FNI and City Staff have determined that the base bid for ductile iron pipe provides the City with the best long-term value for the project.

The lowest base bid was $9,981,018.00 submitted by Blackrock Construction.

FNI contacted Blackrock Construction's references to verify quality of work on past projects. These references included Kevin Jaeger (817) 357-4491 with the City of Cleburne, Jessie Ortiz (469) 363-1474 with the City of Mesquite, Walter Solley (254) 523-8620 with STV, and Ulyess Lopez (210) 643-6927 with San Antonio Water Systems.

FNI examined the bid proposals submitted for this project to check for errors or omissions. There were no errors or omissions in Blackrock Construction's bid. FNI found Blackrock Construction's bid is accurate and provided the lowest base bid for the construction of the project. Based upon review of contractor's references, and the bid price, it is recommended that the project be awarded to Blackrock Construction for the base bid amount of $9,981,018.00.

Sincerely,

Freese and Nichols, Inc.

09/19/2025 1:16:01 PM

Daniel Stoutenburg Jr., P.E.
Project Manager

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

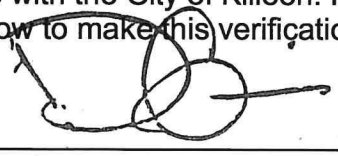
- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

BLACKROCK CONSTRUCTION
Company Name

DONNY GAMBLIN
Printed Name

OPERATIONS MANAGER
Title

9/19/2025
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365667

Date Filed:
09/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Blackrock Construction
Mansfield, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF KILLEEN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
425-002
CONSTRUCTION OF A 24-INCH WATER LINE ALONG HWY. 195 AND CHAPARRAL RD. IN KILLEEN, TEXAS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is DONNY GAMBLIN, and my date of birth is 9/30/1975.

My address is 2400 HWY 287 N SUITE 100, MANSFIELD (city), TX (state), 76063 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 19th day of SEPTEMBER (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID NO. 26-07, 24" HWY. 195 AND CHAPARRAL ROAD WATER LINE

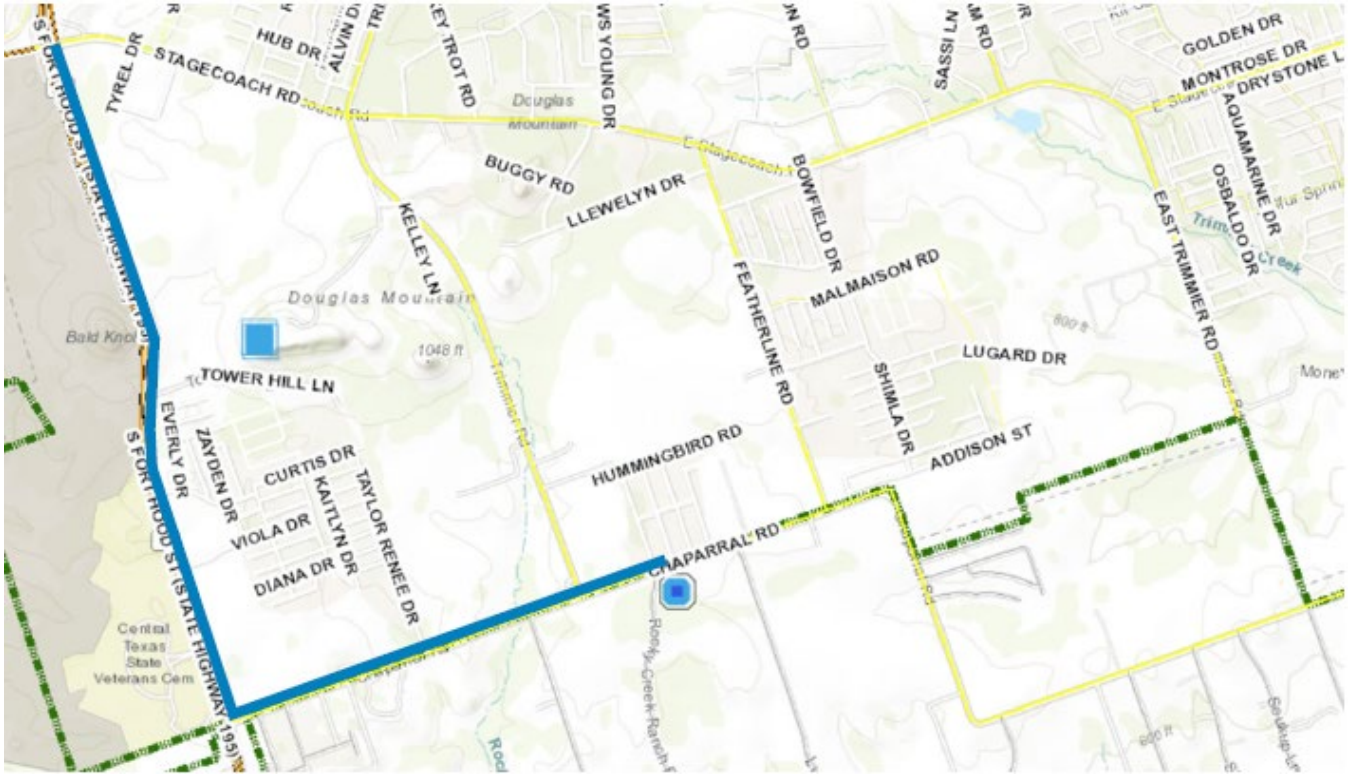
RS-25-170

October 21, 2025

Background and Findings

- The 2025 Water and Wastewater Master Plan includes Projects 1W and 2W for a 24-inch water line along Hwy. 195 and Chaparral Road between the newly constructed Chaparral Pump Station and Stagecoach Road.
- This new water line will enable the transmission of water from the Chaparral Pump Station to the western half of the city.
- On September 17, 2025, eight (8) bids were received in response to Bid No. 26-07, 24-inch Hwy. 195 and Chaparral Road Water Line Project.

Location Map



Background and Findings

BIDDER	BID AMOUNT
Blackrock Construction	$9,981,018.00
Cash Construction Company, Inc.	$10,319,939.25
C.C. Carlton Industries, LTD	$10,641,151.40
S.J. Louis Construction of Texas, LTD	$10,887,478.23
Bell Contractors, Inc.	$11,394,046.11
Takco, Inc.	$11,916,341.73
Nelson Lewis, Inc.	$13,540,624.00
Mach Energy Services	$17,695,271.00

Background and Findings

- Blackrock Construction is the selected vendor for Bid 26-07, 24-inch Hwy. 195 and Chaparral Road Water Line Project, as they are the responsive low bidder providing the best value to the city.

Recommendation

- Authorize the award of Bid No. 26-07, 24-inch Hwy. 195 and Chaparral Road Water Line Project to Blackrock Construction; authorize the City Manager, or designee, to execute a construction contract in the amount of $9,981,018 with Blackrock Construction, and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-25-171

Consider a memorandum/resolution authorizing Contract Amendment No. 2 for the professional services agreement with Freese and Nichols, for the final design and right of way services for Phase 1 of the Chaparral Road Widening Project, in the amount of $6,351,144.00.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, P.E., City Engineer**

SUBJECT: **Contract Amendment No. 2 with Freese and Nichols, for the Chaparral Road Widening Project**

BACKGROUND AND FINDINGS:

The Fiscal Year (FY) 2022 Capital Improvement Plan includes the Chaparral Road Widening Project (Project) as an approved project for design. In 2019, the City of Killeen, City of Harker Heights, Killeen Independent School District (KISD), and Bell County entered into a Memorandum of Understanding (MOU) for this scope of the Project. Currently most of the roadway alignment resides in Bell County with smaller portions within the cities of Killeen and Harker Heights. KISD completed Chaparral High School, which included construction and dedication of a portion of roadway along the frontage of the Project. The work completed by KISD represents it total share of responsibilities referenced in the MOU.

In 2020, the City of Killeen applied for a state grant for the funding of construction through the Killeen-Temple Metropolitan Planning Organization (KTMPO). Consequently, the Chaparral Road Widening Project was selected for a FY 2025 grant award of $12,880,000 for the first phase of construction (i.e., State Highway (SH) 195 to East Trimmier Road).

A panel comprised of City of Killeen, City of Harker Heights, and Bell County officials performed consultant interviews for the design in November 2020. The interview panel selected Freese and Nichols for the design contract for the Project.

On September 27, 2022, City Council approved the replacement of the MOU with an Interlocal Agreement (ILA) between the City of Killeen, the City of Harker Heights, and Bell County. KISD was not part of the ILA as it had completed its contribution with the completion of the high school.

On October 18, 2022, City Council approved a professional services agreement with Freese and Nichols for the schematic design of the Chaparral Roadway Widening project in the amount of $1,485,240. The schematic design included reviewing the three proposed alignments for the roadway past the newly constructed high school, environmental assessments, geotechnical

investigations, surveying, drainage analysis, traffic analysis, and public outreach. The schematic design also includes the widening of the roadway, pedestrian and bicycle improvements, intersection improvements, a preferred corridor alignment, necessary environmental, and historical reviews with the Texas Department of Transportation (TxDOT) as needed for the entire corridor as part of the federal National Environmental Protection Act process.

On November 18, 2024, City Council approved Contract Amendment No. 1 in the amount of $44,186.00, to increase funding for work associated with a Raise Grant Application.

During the time of the schematic design, the City has had to perform studies associated with environmental clearances, historical and archaeological clearances, and coordination with TxDOT, the Department of Fish and Wildlife, and the Corp of Engineers. It was discovered, while working with TxDOT, that there is a property with historical significance located within the new proposed alignment east of Chaparral High School. This discovery will require additional coordination and design considerations for the Project.

Working with TxDOT, it was decided that the best way forward to keep the Project on schedule would be to shift the priority of phases. The first phase of the Project will now include the Project limits between SH-195 and the intersection next to Chaparral High School. By doing this, it allows the City to move forward with the final design up to construction of the newly defined limits of Phase 1. This ensures the Project is moving forward within the same time frame as currently scheduled, be able to utilize the current grant funding, and allow additional time towards clearances on the remaining phases of the Project. This keeps the Project moving forward on schedule with construction anticipated in 2028.

This amendment includes the final design for the portion of the Project between SH-195 and Chaparral High School. This amendment will fund the plans, specifications, and estimate for Phase 1 of Chaparral Road between SH-195 and Chaparral High School. This will include 60%, 90%, and 100% design submittals. The proposed improvements for the amendment include the roadway widening to 4 and 5 lanes, sidewalk/shared use path, undergrounds storm drain, roadside ditches, cross culvers, stormwater detention, intersection improvements, temporary traffic control, retaining wall design, illumination, pavement marking/signage, erosion control, utility relocations, and landscaping. This amendment also includes right-of-way services and permitting.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Staff recommends that the City Council approve a memorandum/resolution authorizing the Contract Amendment No. 2 for the professional services agreement with Freese and Nichols, for the final design and right-of-way services for Phase 1 of the Chaparral Road Widening Project in the amount of $6,351,144.00.

CONFORMITY TO CITY POLICY:

The item conforms to state and local policies

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The fee for services is $6,351,144.00.

Is this a one-time or recurring revenue/expenditure?

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, expenditures are budgeted in the Capital Improvement Program as part of an approved, ongoing project. Funding is allocated in the Governmental CIP Fund (300) and the Certificate of Obligation, Series 2025 Fund (307), under Design/Engineering accounts 300-56200-900-400-923003 and 307-56200-900-450-923003.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Staff recommends that the City Council approve a memorandum/resolution authorizing the Contract Amendment No. 2 for the professional services agreement with Freese and Nichols, for the final design and right of way services for Phase 1 of the Chaparral Road Widening Project in the amount of $6,351,144.00

DEPARTMENTAL CLEARANCES:

Engineering Services
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Contract Amendment
Presentation

EXHIBIT "A"
PROFESSIONAL ENGINEERING SERVICES
AMENDMENT #2

Chaparral Road – 100% PS&E Design from SH 195 to Chaparral High School

The scope set forth herein defines the work to be performed by Freese and Nichols, Inc. (PROFESSIONAL) and the City of Killeen, Texas (CITY) in completing the project. Both the CITY and PROFESSIONAL have attempted to clearly define the work to be performed and address the needs of the project.

PROFESSIONAL conducted the schematic design phase from 2022-2025 to identify a preliminary cost estimate and general footprint for the Chaparral Road improvements. This amendment will fund the plans, specifications, and estimate (PS&E) for Chaparral Road between SH 195 and Chaparral High School. This will include 60%, 90%, and 100% design submittals. The proposed improvements for this amendment will include roadway, sidewalk/shared use path, underground storm drain, roadside ditches, cross culverts, detention, traffic signals, traffic control, retaining walls, illumination, pavement markings/signage, erosion control, and minor utility relocations for Chaparral Road.

Design Assumptions:

- Project Limits: Between SH 195 and the west end of Chaparral High School.
- Design schedule is assumed to be 27 months.
- Typical section: Four-lane divided roadway section with a raised median and various turn lanes. A five-lane undivided roadway section will be applied in specific locations to allow for the necessary turning movements. Lane widths will match those shown in the previous schematic design.
- Three (3) traffic signals at the following intersections with Chaparral Road:
    - SH 195 (minor relocations)
    - Featherline Road
    - Connection to Old Chaparral Road (west of Chaparral High School)
- Three (3) multilane roundabouts at the following intersections with Chaparral Road:
    - Taylor Renee Drive
    - Trimmier Road
    - Whitis Parkway
- 12' wide shared use path on north side of Chaparral Road and a 6' wide sidewalk on south side of Chaparral Road.
- Roadway illumination will be in the parkway on the north and south sides of Chaparral Road. It is assumed that standard cobra head roadway illumination fixtures with no pedestrian specific or decorative illumination will be designed. No median illumination will be proposed.
- Underground storm drain improvements for Chaparral Road.
- Roadside ditches and cross culvert improvements.
- Three (3) stormwater detention basins.
- Add one northbound left turn lane to Old Chaparral Road (west of Chaparral High School).
- Proposed ROW will typically be 100' wide.

- Additional survey/SUE will be needed in areas that have changed since the original project scope was created.
- Asphalt pavement will be used for Chaparral Road and side streets.
- Horizontal and vertical design speed for Chaparral Road will be 45 mph.
- Turning movements (including turn lanes and roundabouts) will use a WB-50 design vehicle.
- Tasks previously completed by the PROFESSIONAL and not covered under the existing agreement have been included in the efforts listed below.
- Drainage design will use the more stringent of the City of Killeen's Drainage Design Manual (DDM, Version November 8th, 2011) and TxDOT's Hydraulic Design Manual. Proposed pedestrian facilities will meet PROWAG requirements. Roadway design will meet TxDOT's Roadway Design Manual criteria.
- Traffic control plan will be three (3) phases.
- Landscaping and irrigation design will only be performed for the roundabout center islands and raised median immediately approaching each leg of each roundabout. All other areas not proposed to use impervious cover are assumed to use sod with temporary watering by the contractor.

The project construction will be completed using Federal and CITY funding sources; therefore, the project will be designed in compliance with TxDOT standards and processes.

BASIC/SPECIAL SERVICES

Task No.	Task Name	Basic/Special Services
Task 1	Design Management	Basic
Task 2	*Alignment Study – Not Included*	*Basic*
Task 3	Funding Application	Basic
Task 4	*Schematic Design – Not Included*	*Basic*
Task 5	Environmental Assessment	Basic
Task 6	Subsurface Utility Engineering	Basic
Task 7	Survey	Basic
Task 8	Hydrologic and Hydraulic Analysis	Basic
Task 9	Traffic Analysis	Basic
Task 10	Public Outreach	Basic
Task 11	Design	Basic
Task 12	Bid Phase Services	Basic
Task 13	Geotechnical Engineering	Basic
Task 14	TxDOT Coordination	Special
Task 15	Franchise Utility Coordination	Special
Task 16	Land Acquisition Services	Special
Task 17	TDLR/RAS Services	Special
Task 18	Contingency	Special

TASKS

Task 1 - Design Management

PROFESSIONAL will manage the work outlined in this scope to help facilitate efficient and effective use of PROFESSIONAL's and CITY's time and resources. PROFESSIONAL will help to manage change, communicate, coordinate internally and externally as needed, and address issues with the CITY's Project Manager and others as necessary to make progress on the work. PROFESSIONAL will:

A. Attend pre-design project kickoff meeting with CITY.
B. Prepare and submit a project schedule to the CITY.
C. Conduct and document (up to 24) project update meetings with CITY Project Manager.
D. Conduct biweekly internal design team coordination meetings.
E. Prepare and submit monthly invoices with project status reports and project schedule updates, as necessary (up to 24).
F. Make up to three (3) general site visits to become familiar with site and observe existing conditions. This does not include site visits specifically listed in any other tasks.

Deliverables:

i. Meeting summary notes focusing on decisions and action items.
ii. Design schedules (including baseline and necessary updates).
iii. Monthly invoices and project status reports.

Task 2 – Alignment Study – Not Included

No scope or effort for Task 2 is included in this amendment.

Task 3 – Funding Application

This task covers efforts to prepare the 2024 RAISE Grant application (previously prepared by PROFESSIONAL) as well as three future grant applications.

A. PROFESSIONAL prepared one grant application (2024 RAISE Grant) on behalf of the CITY. These grant application efforts included:
    a. Prepared project description, project budget, project location file, merit criteria, benefit cost analysis, and project readiness portions of the application
    b. Assisted CITY in acquiring letters of support from outside entities
    c. Coordinated with CITY to acquire needed data and receive CITY feedback on application
    d. Assisted CITY in submitting the grant application
B. PROFESSIONAL will prepare up to three (3) future grant applications on behalf of the CITY. Examples of possible grant applications include:
    a. USDOT RAISE/BUILD grant
    b. TxDOT Transportation Alternatives (TA) program
    c. USDOT Safe Streets and Roads for All (SS4A) grant program

d. If a future grant application involves substantially more effort than any of these example grant programs, it will be considered an additional service and require additional funds beyond this contract.

Deliverables:

i. 2024 RAISE Grant application
j. Up to three (3) other grant applications

Task 4 – Schematic Design – Not Included

No scope or effort for Task 4 is included in this amendment.

Task 5 – Environmental Assessment

A. Golden-cheeked Warbler (GCWA) Presence/Absence Surveys (1 year only)
   a. This task was previously performed by PROFESSIONAL at the direction of the CITY. This scoping verbiage covers efforts already completed by the PROFESSIONAL.
   b. PROFESSIONAL performed presence/absence surveys in accordance with USFWS protocols, and efforts were split into 2 tasks:
      1. *Field Survey* – this task involved the field efforts required to satisfy USFWS protocols for GCWA presence/absence surveys;
      2. *Report Preparation* – this task involved preparation of a report, and all supporting data, also in accordance with USFWS protocols.
   c. Field Surveys – Presence/absence surveys were executed under the existing USFWS Section 10(a) Permit (#TE44547B-0). According to USFWS survey protocols, 1 hour of survey must be dedicated to every 25 acres. Since this is a linear project, we assumed that the four locations along the ROW that represent potential GCWA habitat would be surveyed for 1 hour each and would cover 25 acres surrounding that survey location. Data on vegetation structure and composition were also be recorded during the first survey.
   d. The 4 locations determined for GCWA presence/absence survey (Figure 1) included the following locations:
      1. Eastern project terminus and intersection with Stillhouse Hollow Lake Road – specifically the tract east of Stillhouse Hollow Lake Road.
      2. Crossing over Trimmier Creek.
      3. New ROW section with S-curve – midpoint of the project ROW.
      4. Area near the intersection of Taylor Renee Drive and Chaparral Road – specifically the tract northwest of the intersection.

Figure 1. Proposed locations for GCWA presence/absence surveys associated with Chapparal Road improvements in Bell County; locations are depicted with red circles.

e. Starting no sooner than March 15, each survey took place at least 3 times before May 15; however, 5 total surveys were performed before June 1. All surveys took place 5 or more days apart. If no GCWAs were heard during the first 4 surveys, playback calls were employed during the final survey. All data recorded during surveys followed USFWS's "Golden-cheeked warbler (GCWA) reporting for 10(a)(1)(A) Scientific Research and Recovery Permits."

f. Report Preparation – A report outlining the results of the presence/absence survey, prepared in accordance with USFWS guidelines, was provided to the CITY. The report included data forms, maps with detection locations, associated spatial data (i.e., ArcGIS shapefiles), and representative photographs.

B. Biological Evaluation or Biological Assessment, and Agency Coordination

a. This task was previously performed by PROFESSIONAL at the direction of the CITY. This scoping verbiage covers efforts already completed by the PROFESSIONAL.

b. PROFESSIONAL prepared a Biological Evaluation (BE) or Biological Assessment (BA) for the project following TXDOT guidance. A BE is required for "informal" Section 7 consultation under the Endangered Species Act (ESA), and a BA is required for "formal" Section 7 consultation. A BE and BA have highly similar formats. The BE or BA includes information obtained during the GCWA presence/absence survey, as well as other information obtained through file and literature reviews for other potentially occurring federally listed species. The BE or BA includes life history information on potentially occurring listed species, project action area, project effect determinations, and conservation measures to avoid and minimize

impacts. PROFESSIONAL will facilitate and coordinate up to 6 meetings with resource agencies regarding ESA consultation, such as TXDOT, USFWS, and US Army Corps of Engineers (USACE).

C. Mussel Survey and Relocation
    a. PROFESSIONAL will coordinate with Texas Parks and Wildlife Department (TPWD) to obtain an Aquatic Resource Relocation Permit (ARRP). Once the AARP is secured, PROFESSIONAL will perform freshwater mussel surveys and relocations at the Trimmier Creek crossing, according to federal and state protocols.

D. Nationwide Permit Pre-Construction Notification (PCN)
    a. This task includes a combination of tasks previously performed by PROFESSIONAL at the direction of the CITY as well as future tasks to complete the PCN. This scoping verbiage covers both efforts.
    b. JD site visit with TxDOT
        i. PROFESSIONAL will prepare for and participate in a JD site visit with TxDOT environmental staff.
        ii. PROFESSIONAL will revise the delineation report to incorporate the findings of the JD site visit.
    c. Pre-Application Meeting with USACE
        i. PROFESSIONAL will prepare a letter to the USACE Fort Worth District requesting a pre-application meeting. The letter will include a description of the project, its purpose and need, maps, and conceptual design drawings. PROFESSIONAL will coordinate and attend the pre-application meeting with the USACE and prepare meeting documentation. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.
    d. Mitigation Plan – if required
        i. If required, PROFESSIONAL will prepare a Conceptual Mitigation Plan to document compensatory mitigation for potential losses to WOTUS resulting from the project. A conditional assessment of potential losses to WOTUS which would require mitigation will be conducted using the USACE's preferred Texas Rapid Assessment Method (TxRAM). This scope assumes that mitigation credits will be available for purchase from a mitigation bank which services the project area, and the project will not require permittee responsible mitigation. PROFESSIONAL will coordinate with a mitigation bank which services the proposed project area to determine the number of mitigation credits required for potential losses to WOTUS resulting from the project and the current cost of mitigation credits.
    e. Prepare Draft PCN
        i. PROFESSIONAL will prepare a PCN in accordance with the requirements of NWP General Condition 32. A draft PCN will be prepared for the CITY's review and comment. The draft PCN will include the TXDOT Waters Features Delineation Report, a USACE Fort Worth District NWP application form, cultural resources information, federally listed threatened or endangered species information, a Conceptual Mitigation Plan, and the required supporting documentation and engineering drawings depicting the proposed impacts to waters of the U.S. The final

PCN will be prepared by incorporating the CITY's comments, changes in design, and will be submitted to the USACE Fort Worth District.

f. Address USACE comments
    i. PROFESSIONAL will address up to two rounds of USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, consultation with other resource agencies, or excessive request for additional information resulting in expenditures beyond PROFESSIONAL's project budget will be considered additional services.

g. Project Team Coordination
    i. PROFESSIONAL scientists will coordinate with the project team (design team and CITY) on the findings of the delineation, assist with fill calculations, and provide permitting input into the design.

E. TxDOT Coordination
    a. PROFESSIONAL will prepare for and participate in bi-weekly meetings with TxDOT Environmental staff to provide updates on the status of environmental analysis and reports and discuss next steps required to obtain environmental clearance.
    b. PROFESSIONAL will prepare for and participate in periodic phone calls and meetings with TxDOT Environmental staff.

F. Update Environmental Tech Reports
    a. PROFESSIONAL will conduct up to two site visits and make up to two rounds of revisions to the following environmental tech reports to address design changes and changes in TxDOT forms or templates.
        i. Farmland Protection Policy Act
        ii. Hazmat ISA
        iii. Species Analysis
        iv. Archeological Survey Report
        v. Historical Intensive Survey Report
        vi. Surface Water Analysis
        vii. Community Impacts Assessment

G. Update Biological Evaluation Report
    a. PROFESSIONAL will update the biological evaluation report to address design changes.
    b. PROFESSIONAL will address one round of comments from TxDOT on the revised report.

H. Assist with Public Involvement
    a. PROFESSIONAL will assist with updating the Notice and Opportunity to Comment and attend one public hearing.

I. Ambient Noise Collection
    a. This task was previously performed by PROFESSIONAL at the direction of the CITY. This scoping verbiage covers efforts already completed by the PROFESSIONAL.
    b. Meet with TxDOT to coordinate anticipated ambient noise data collection locations.
    c. Collect ambient noise at three additional locations near the Chaparral High School and football stadium.
    d. Update noise models to determine whether a noise workshop is needed or not.

J. Update Traffic Noise Analysis and Report
    a. PROFESSIONAL will update traffic noise models and report for realignment at Broadaway

Ranch.

b. PROFESSIONAL will submit traffic model files and report to TxDOT subject matter expert (SME) for review and address TxDOT comments.
c. Coordinate with TxDOT SME.

K. Assumptions for the Environmental Assessment Task
   a. GCWA surveys would take place in only 4 locations along the proposed ROW.
      i. SOW for GCWA surveys is for one season of survey only.
      ii. 1 hour of survey would be performed at each of the 4 locations, with an assumption that the 1-hour survey effort covers 25 acres surrounding the survey location.
      iii. CITY would provide access to the parcels needed for GCWA surveys and mussel relocations.
   b. Regarding agency coordination, PROFESSIONAL assumes 6 meetings along with preparation time for each.
   c. A draft BE or BA will be prepared. The schedule for the final BE or BA will be dependent upon agency review timelines and coordination.
   d. No additional threatened or endangered species presence/absence surveys or habitat assessments would be required to address design changes. No new species would be listed or proposed for federal listing as threatened or endangered.
   e. The proposed project will not require a USACE Environmental Assessment (EA) or Easement Request for activities on USACE fee lands.
   f. The project can be environmentally cleared as an open ended (d) categorical exclusion and will not require an environmental assessment or environmental impact statement.
   g. The flowage easement request will not require other additional environmental services which are not included in this scope of services.
   h. Freshwater mussel survey and relocations at Trimmier Creek crossing assumes that the more complex survey protocols necessary for state or federal species (i.e., Phase 2 Survey) would not be required based on TPWD's classification of Trimmier Creek as a Group 5 stream (which implies low likelihood of occurrence for state or federally listed species).
   i. Noise workshop will not be warranted.
   j. No additional development requiring a building permit would occur prior to the date of environmental clearance.
   k. No additional site visits for traffic noise data collection will be required.
   l. The project will qualify as 4(f) de minimis and will not require an individual 4(f) evaluation, alternatives analysis, or additional public involvement.

<u>Deliverables:</u>

i. GCWA Presence/Absence Survey Report
ii. Draft and Final Biological Evaluation (BE) or Biological Assessment (BA)
iii. Mussel Relocation Report
iv. Request for a Pre-Application Meeting with USACE
v. Draft and Final NWP PCN
vi. Updated environmental tech reports

vii. Updated traffic noise analysis report

Task 6 – Subsurface Utility Engineering

A. Quality Level A – Twenty-Five (25) Test Holes

a. To determine the exact location and elevation of utilities on the project, PROFESSIONAL will efficiently excavate to expose the requested utilities. PROFESSIONAL would first identify the horizontal position of the test hole locations by designating, then excavate those locations using air-vacuum excavation.

b. PROFESSIONAL will comply with policies for the prevention of underground utility damage (i.e., one-call system).

c. PROFESSIONAL will coordinate with CITY, property owners and utility owners, as needed, to schedule work, and scheduling is subject to utility owner's approval and schedule for utility owner's field representative supervision, if required by utility owner. PROFESSIONAL will obtain permission from private property owners to perform work on site, or right of entry to property and any utility easements. Test hole locations are assumed to be accessible by vacuum excavation truck using normal access methods – no matting, grading, or clearing required. Night work is not expected on this project.

d. PROFESSIONAL will expose utilities using non-destructive air vacuum excavation. PROFESSIONAL accepts no responsibility for contaminated soils should they be encountered during excavation. PROFESSIONAL does not take ownership of any excavated material. Depending on site soil conditions, utilities may not be able to be exposed using non-destructive excavation and excavation will not continue when impenetrable soil conditions are encountered. Test holes that are unsuccessful due to impenetrable soil conditions will be invoiced at the specified contract rate. Test holes are assumed to be no deeper than 16 feet.

e. PROFESSIONAL will measure and record (as possible, depending on digging conditions) the depth of the utility at critical locations, as well as recording of utility size, utility material, utility condition and type of soil around the utility as well as any surface pavement type and thickness.

f. PROFESSIONAL will backfill the hole with excavated material, mechanically compacted in lifts. Specialized backfill or surface restoration other than asphalt cold patch or replaced concrete core is not included in this scope.

g. PROFESSIONAL will provide survey of utility test holes and drafting of test hole data will be performed to incorporate utility location and elevation information into project base file.

h. PROFESSIONAL will prepare engineer-sealed 8.5"x11" Test Holes Data Sheets - showing utility depth, size and line material, condition of the line, type of soil for each location, as well as a SUE CAD file containing data surveyed according to project controls.

i. It is anticipated that SUE Quality Level A may require ROW permitting and the estimated cost for one (1) permit application has been included in this fee estimate, not including any ROW permitting fees or engineered traffic control plans that may be required by the jurisdiction.

j. It is anticipated that SUE Quality Level A may require traffic control and the estimated cost for approximately eight (8) days of traffic control equipment rental has been included in this fee estimate. SUE Quality Level A may require pavement cutting and repair, and the estimated cost for eight (8) pavement cuts and repairs has been included in this fee estimate.

Deliverables:

i. Test hole results (up to 25)

Task 7 – Survey

A. Supplemental Topographic Survey
   a. PROFESSIONAL will conduct additional on ground (conventional) topographic surveying for additional areas within the project corridor as determined by the CITY and shown in Exhibit B.
   b. PROFESSIONAL has included in the fee for one (1) area of topographic surveying not to exceed 1,000 linear feet.
   c. PROFESSIONAL will combine the additional topographic data with previously completed topographic survey to prepare mapping of 1' contours.
   d. The deliverable shall be MicroStation digital files unless otherwise specified.

Deliverables:

i. Survey linework
ii. Metes and Bounds documents (up to 90)

Task 8 – Hydrology and Hydraulic Analysis

A. Hydrologic Analysis - Finalize hydrologic analysis for the project limits under a divided 4-lane road, referred to as the full-build out condition.
   a. Duplicate the following HEC-HMS models: existing conditions, unmitigated, mitigated, and ultimate which were developed during the schematic design.
   b. Amend the unmitigated and mitigated HEC-HMS models with final design hydrologic values (TCs, CNs, etc.). These models will be referred to as the unmitigated model and mitigated model. Each model will contain existing land use conditions outside the proposed right of way and full build out conditions within the proposed right of way. Model results will be used to size:
   c. Three (3) detention ponds.
   d. Duplicate the ultimate model and amend with ultimate land use conditions outside the proposed right of way, referred to as the ultimate unmitigated model. This model's results will be used to size:
   e. Seven (7) road crossings that use culverts to drain uphill drainage areas (minor crossings).
   f. Duplicate the corrected effective HEC-HMS model and post-construction HEC-HMS model

developed during the schematic design.

g. Amend the post-construction HEC-HMS model with final design hydrologic values (TCs, CNs, etc.). The model will contain existing land use conditions outside the proposed right of way and full build out conditions within the proposed right of way. Model results will be used to size two major crossings (Sta 45+00 and Sta 67+00) where the proposed road crosses FEMA delineated floodplains.
h. All models in this task will be updated once for each design development: 60%, 90%, 100%. A total of three updates.
i. Compare the cost of subsurface inline detention to surface detention as shown in schematic design. Compare the right of way/drainage easement area needed to implement subsurface inline detention to the area needed for surface detention.

B. Detention Analysis
   a. Use the mitigated model to complete the final design for three (3) detention basins within the project extents. Design the following detention basins elements to mitigate increases in rainfall runoff peak discharges: elevation-storage relationship and outfall structure.
   b. Design the basin's inlet structure and the associated grading of channels or roadside ditches downstream of each basin's outfall structure. Design development will begin at the 60% design level and be updated at the 90% and 100%. At each design level, the design will be modified twice, a total of six modifications. A modification occurs when the drainage area or impervious cover draining to the basin changes +/- 5%. Any modifications beyond the two modifications at each design level will be considered additional services and will be completed under an amendment to the contract.

C. Minor Culvert Crossings
   a. Duplicate the HY-8 models that were created in the schematic design. Use the discharges from the ultimate HEC-HMS model to update the HY-8 models to design pipe sizes for seven (7) minor crossings. Instead of using the City's DDM's headwater elevation requirement (DDM 1.2.6.C) of three inches of water or less over the road profile, each minor crossing will be designed so the headwater elevation does not exceed the curb elevation or centerline elevation, whichever is lower.
   b. Design the crossings' inlet and outlet structures, energy dissipation and scour protection for each minor crossing.
   c. Design development will begin at the 60% design level and be updated during the 90% and 100%. A total of three updates.

D. Major Culvert Crossings
   a. Duplicate the post-project HEC-RAS model and corrected effective HEC-RAS model created in schematic design. Amend the post-project HEC-RAS model with final design hydrologic elements for two major crossings (Sta 45+00 and Sta 67+00) where the proposed road crosses FEMA delineated floodplains. Amend the HEC-RAS model using discharges from the post construction HEC-HMS model (task 2.1.b.1) and final culvert design. Design typical cross section dimensions for the culvert crossing.
   b. Update the floodplain grading at the two major crossings. Adjust floodplain excavation until no increase in water surface elevation is calculated at structures or roads.
   c. Design the major crossings' energy dissipation and scour protection.

E. Hydraulic Impact Assessment - The schematic design included an adverse hydraulic impact assessment at four locations where the proposed improvements increased rainfall runoff peak discharges at the proposed right of way because a location for a detention basin could not be reasonably secured.
    a. The assessment showed no adverse impacts to structures or roads. This assessment will be updated per final design elements. Unmitigated location #1 at Sta 67+00 is located within a FEMA floodplain (Figure 1). The remaining three locations are located outside of the project extents. An adverse impact assessment will begin where runoff leaves the proposed right of way and continues 1,000 feet downstream.
    b. For unmitigated discharge locations #1 (Figure 1) the following adverse impact assessment work will be completed:
        i. Run the post-project HEC-RAS model and calculate water surface elevations and velocities for the 100-year discharge from the post construction HEC-HMS model.
        ii. Prepare flood inundation mapping for the 100-year storm event for existing conditions and post construction conditions. Floodplain mapping will extend upstream until the existing condition's and proposed condition's water surface elevations are equal. Floodplain mapping will extend downstream until the water surface elevations meet or for 1,000 whichever is shorter. Mapping will not include tying into the effective FEMA floodplain. FEMA floodplains were calculated using pre-Atlas14 hydrology and outdated land use condition.
        iii. Identify adverse impacts. An adverse impact occurs if the increase in water surface elevation results in an inundation or an increase in inundation of any building, structure, roadway or improvement or downstream erosion or an increase in erosion (DDM 1.2.8.a).
    a. Meet with City staff to determine if an adverse hydraulic impact exists at road crossings, structures and representative cross sections. If an adverse hydraulic impact exists, Design adverse impact mitigation measures (detention, mitigation, etc.) adjacent to the crossing to mitigate the adverse impact.

F. Permitting
    a. Floodplain development permit
        i. Prepare a floodplain development permit application for the CITY. Submit application and meet with floodplain development officer. Respond to City comments until permit is obtained. It is assumed an approved Conditional Letter of Map Revision (CLOMR) from FEMA is not required to obtain the floodplain development permit because during schematic design, a rise in the 100-year water surface elevation was not calculated.
    b. City Development Permit
        i. Respond to City comments on detention analysis.

<u>Deliverables:</u>

i. Hydrology and Hydraulics Design Report
ii. Floodplain Development Permit Application

Task 9 – Traffic Analysis

A. Roundabout Analysis Lane Recommendations. PROFESSIONAL will perform roundabout lane analysis to determine if one (1) or two (2) lanes are needed for north and south bound lanes. Sidra software

will be used for this analysis. Intersections include the following:

i. Taylor Renee Dr
ii. Trimmier Rd
iii. Whitis Parkway

B. PROFESSIONAL will also prepare a VISSIM model for each roundabout.
C. Data collection for three (3) 24-Hour turning movement count locations. Traffic Counts will be collected while school is in session
D. Prepare a Draft Technical Memorandum with summary of findings and recommendations. Perform QAQC for the Technical Memorandum. Prepare a Final Technical Memorandum with summary of findings and recommendations
E. Rectangular Rapid Flashing Beacon Design. (3 roundabouts) A rectangular rapid flashing beacon with pedestrian push buttons design shall be produced for each approach to the multilane roundabout (up to 4 approaches). The intersections to be included in pedestrian crossing design are:
    a. Taylor Renee Dr
    b. Trimmier Rd
    c. Whitis Parkway
F. Flashing Beacon equipment utilized in the design will be to City of Killeen / TxDOT standards and specifications. Rapid Flashing Beacons will be solar powered.

Deliverables:

i. Traffic memo

Task 10 – Public Outreach

A. Public Engagement
    a. PROFESSIONAL will develop a Public Involvement Plan that will include tools and strategies for engaging the public that align with the CITY's approach to public communications. PROFESSIONAL will assist the CITY and the project team with stakeholder and property owner communications throughout the project. Communications could include phone or email correspondence with the public and specific stakeholders or property owners to communicate project changes and progress as needed. Additionally, PROFESSIONAL will update and maintain the existing database. Updates will include stakeholder communication logs; emails will be collected when possible. The project website, hosted by the CITY, and general project materials will be updated to reflect project progress and next steps. Finally, email updates will be sent out to keep the public updated on the project's progress.
B. Virtual Property Owner and Stakeholder Meetings
    a. PROFESSIONAL will plan and facilitate up to ten (10) virtual meetings with major stakeholders and large property owners. Meetings could include large landowners and those with the highest right-of-way impact including Killeen, Bell County, Harker Heights, emergency services, and Killeen ISD leadership.
C. Public Meeting
    a. PROFESSIONAL will plan, schedule, conduct and facilitate up to 1 NEPA compliant public meeting to share project updates and design improvements with and collect feedback from the community. It is anticipated that the public meeting will be held at Chaparral High School

along the project limits. PROFESSIONAL will develop and distribute promotion materials such as official notices, fliers, email announcements, social media, media release, and ads. Additionally, PROFESSIONAL will hold and participate in meeting rehearsals and facilitate the public meeting. PROFESSIONAL will develop meeting materials and provide Spanish translation as needed.

Deliverables:

i. Public involvement plan
ii. Stakeholder communications and log
iii. Update website (up to 3 times)
iv. Public meeting promotion materials
v. Public meeting materials
vi. Public meeting summary report and comment response matrix

Task 11 – Design

A. PROFESSIONAL will design ultimate section (four-lane divided or five-lane undivided) based on the schematic level designs
B. PROFESSIONAL will collect relevant project data (such as contour data, aerial imagery, and record drawings) from CITY and other available sources.
C. PROFESSIONAL will provide 60% design services to the CITY with the following design plans. All information listed will be provided on the design plans:

GENERAL

- COVER SHEET
- INDEX OF SHEETS
- PROJECT LAYOUT AND SURVEY CONTROL DATA
- HORIZONTAL ALIGNMENT DATA
- TYPICAL SECTIONS
- RIGHT OF WAY AND EASEMENT PLAN
- GENERAL NOTES
- SUMMARY SHEETS
- EXISTING UTILITY LAYOUT

CONSTRUCTION PHASING

- CONSTRUCTION PHASING NARRATIVE
- DETOUR PLANS

ROADWAY

- REMOVAL PLANS
- ROADWAY KEY MAP
- ROADWAY PLAN AND PROFILE
- SIDESTREET PLAN AND PROFILE
- ROUNDABOUT LAYOUT
- FENCING PLAN
- ROADWAY SPECIAL DETAILS

RETAINING WALL

- RETAINING WALL KEY MAP
- RETAINING WALL PLAN AND PROFILE

DRAINAGE

- DRAINAGE KEY MAP
- DRAINAGE AREA MAPS AND CALCULATIONS SHEETS FOR SEVEN MINOR CROSSINGS AND TWO CULVERT CROSSINGS
- HYDRAULIC IMPACT ASSESSMENT
- FLOODPLAIN GRADING PLAN AND SECTION (MAJOR CROSSING AT STA 67+00)
- DETENTION POND GRADING AND PROFILE VIEW
- DETENTION POND TYPICAL SECTION AND SECTION VIEW SHEETS
- DETENTION POND TYPICAL DETAILS
- DETAIL SHEET FOR POND OUTFALL ENERGY DISSIPATION, SCOUR PROTECTION
- CULVERT PLAN AND PROFILE
- ROADSIDE DITCH PLAN AND PROFILE
- STORM DRAIN TRUNKLINE PLAN AND PROFILE

TRAFFIC SIGNAL

- EXISTING INTERSECTION LAYOUT
- PROPOSED SIGNAL LAYOUT
- TRAFFIC SIGNAL INTERSECTION QUADRANT DETAILS

ILLUMINATION

- ILLUMINATION LAYOUT

PAVEMENT MARKING AND SIGNAGE

- PAVEMENT MARKING AND SIGNAGE PLAN

UTILITY ADJUSTMENTS

- UTILITY ADJUSTMENT PLAN

LANSCAPING / IRRIGATION

- LANDSCAPING AND IRRIGATION PLAN

CROSS SECTIONS

- CROSS SECTIONS

D. After review and approval of the 60% Design by the CITY and TxDOT, the PROFESSIONAL will provide 90% Design services.

E. PROFESSIONAL will provide 90% Design services by progressing, updating, or revising the plans listed in the 60% design submittal and the additional design plans:

GENERAL

CONSTRUCTION PHASING

- CONSTRUCTION PHASING TYPICAL SECTIONS
- CONSTRUCTION PHASING PLANS
- CITY/TXDOT STANDARDS

ROADWAY

- DRIVEWAY PROFILES
- ROUNDABOUT ALIGNMENT PLAN
- ROUNDABOUT GRADING PLAN

- ROUNDABOUT JOINTING PLAN
- ROUNDABOUT PROFILES
- CITY/TXDOT STANDARDS

RETAINING WALL

- RETAINING WALL SPECIAL DETAILS
- CITY/TXDOT STANDARDS

DRAINAGE

- STORM DRAIN LATERAL PLAN AND PROFILE
- CITY/TXDOT STANDARDS

TRAFFIC SIGNAL

- TRAFFIC SIGNAL SUMMARY
- CHANNEL ASSIGNMENT DIAGRAM
- TRAFFIC SIGNAL SIGNAGE PLAN
- RRFB LAYOUT
- CITY/TXDOT STANDARDS

ILLUMINATION

- CITY/TXDOT STANDARDS

PAVEMENT MARKING AND SIGNAGE

- SUMMARY OF SMALL SIGNS
- CITY/TXDOT STANDARDS

UTILITY ADJUSTMENTS

- CITY/TXDOT STANDARDS

LANSCAPING / IRRIGATION

- CITY/TXDOT STANDARDS

EROSION CONTROL

- EROSION CONTROL PLAN
- CITY/TXDOT STANDARDS

CROSS SECTIONS

F. After review and approval of the 90% Design by the CITY and TxDOT, PROFESSIONAL will provide 100% Design services.
G. PROFESSIONAL will provide 100% design services by progressing, updating, or revising the plans listed in the 60% and 90% design submittals.
H. PROFESSIONAL will develop an opinion of probable construction cost (OPCC) based on each design submittal. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by PROFESSIONAL, bid results from previous CITY projects of similar type, and professional experience and engineering judgement.
I. PROFESSIONAL will prepare construction specifications documents utilizing CITY and TxDOT standard documents for the 90% and 100% Design.
J. PROFESSIONAL will conduct QC/QA and constructability review of the design deliverables for each submittal.
K. PROFESSIONAL will attend one (1) post-submittal meeting with CITY after each submittal.

L. For each submittal, PROFESSIONAL will provide CITY with a PDF copy of deliverables.
M. Cross sections will be cut every 100'.

Deliverables:

i. 60%, 90%, and 100% Design Plans
ii. 60%, 90%, and 100% Opinion of Probable Construction Costs (OPCC)
iii. 90% and 100% Construction Specifications
iv. QC/QA Documentation

Task 12 – Bid Phase Services

A. PROFESSIONAL will provide the CITY with bid documents including: bid schedule, drawings, and project specification documents.
B. PROFESSIONAL will host and upload, or post, all bid documents to online bidding site.
C. PROFESSIONAL will provide a copy of the Notice to Bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications will be paid by CITY.
D. PROFESSIONAL will attend one (1) pre-bid meeting and assist to create a pre-bid meeting agenda.
E. Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to CITY, if necessary. PROFESSIONAL will upload addenda to online bidding site.
F. PROFESSIONAL shall assist in the tabulation and review of all bids received for the construction of the improvements and shall make recommendations for award to the CITY.
G. Furnish CITY with issued for construction sets including four (4) copies of half size (11"x17") drawings, four (4) copies of the project specifications, and PDF copy of the above items.

Deliverables:

i. Pre-bid meeting agenda
ii. Addenda for bid documents
iii. Recommendation for award

Task 13 – Geotechnical Engineering

The proposed geotechnical scope of work for the project will consist of field exploration with exploratory core borings, laboratory testing on recovered samples, engineering analysis, and reporting, as presented below.

A. Task 1 – Field Exploration
    a. The field exploration will include borings along the existing and proposed right-of-way. The PROFESSIONAL design team previously developed a design schematic drawing that includes proposed plan view and profile grades along the roadway. This schematic has been used to select boring locations. Table 12-1 presents boring locations and approximate stations along the roadway with a general purpose for each boring.

Table 12-1. Proposed Borings Along Chaparral Road

Boring	Approximate Station	Purpose	Depth, ft	Traffic Control
2501	17+00	Road	20	Yes
2502	26+25	Road	20	Yes
2503	35+75	Road, Culvert A, Detention Pond	20	Yes
2504	45+00	Road, Culvert B, retain wall 7' max	20	Yes
2505	54+10	Road, Roundabout, retain wall 10' max	20	Yes
2506	61+00	Road	20	Yes
2507	66+50	Road, Culvert C, retaining walls 7'-9'	25	Yes
2408	78+00	Road, Roundabout	20	Yes
2509	83+75	Road, Roundabout	20	Yes
2510	92+00	Road, Roundabout	40	Yes
2511	109+00	Road, Detention Pond, Culvert E	40	Yes
2512	124+50	Road	20	Yes
2513	156+50	Road	20	No*

*Where traffic control is not needed, bulk samples can be obtained.

b. The proposed boring locations are shown upon the design schematic which is in the project proposal file.

c. Select and mark 13 boring locations and notify Texas 811, appropriate CITY department(s) and other agencies to request location and marking of existing underground utilities prior to the field exploration.

d. PROFESSIONAL will provide traffic control during the core drilling for the borings located within the existing roadway or existing right-of-way.

e. PROFESSIONAL will drill a total of 13 borings to depths of 20 to 40 feet depending upon the location. Samples will be collected intermittently using continuous or hollow stem auger and either split-spoon or tube samplers. Rock and rock-like materials if encountered will be tested insitu using a TxDOT Cone Penetration Test or cored with NX sized core barrel, as appropriate for the material. Bulk samples will be obtained at boring location 2513 where the roadway in front of Chaparral High School has not been constructed. At completion, the boreholes will be backfilled with auger cuttings/bentonite hole plug and the pavement surface patched (where applicable); the boring off the existing road will be backfilled with auger cuttings/bentonite hole plug. Note: Core borings will be drilled along the existing ROW. Presently no borings are planned to be drilled in proposed detention areas since these basins will be relatively shallow (3-4 feet) and are outside the existing ROW where PROFESSIONAL does not presently have right-of-entry permission.

f. PROFESSIONAL will provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

B. Task 2 – Laboratory Testing
    a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. PROFESSIONAL will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by PROFESSIONAL.
    b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
        i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
        ii. Moisture content
        iii. Dry unit weight
        iv. Unconfined compressive strength
        v. One-dimensional swell (restrained)
        vi. Triaxial tests – consolidated undrained with pore pressure measured.
        vii. Soluble sulfate content
        viii. California Bearing Ratio test (CBR) for pavement design (subgrade strength)
        ix. Lime series, pH

C. Task 3 – Engineering Analysis
    a. Prepare a Geotechnical Report to include:
        i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
        ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
        iii. Provide geotechnical design recommendations for support of the culverts.
        iv. Provide lateral earth pressures for the retaining walls and culverts as appropriate.
        v. Provide allowable bearing pressures for the retaining walls supported upon footings. The footing retaining walls will be relatively short (10 feet maximum height). Global stability calculations will be performed depending upon the subsurface conditions encountered. If slope stability calculations are performed, shear strengths for the subsurface materials will be estimated using the results from the soil classification tests and published correlations.
        vi. Perform global stability analysis for MSE walls as appropriate.
        vii. General discussion of expected construction related issues.
        viii. Field borings will be drilled along the existing ROW near the proposed detention ponds. Field borings are not planned to be drilled on private property at the detention ponds. A general discussion regarding pond depths and side slopes will be provided but detailed slope stability calculations are not included.
        ix. Earthwork related recommendations for use during development of plans and specifications.
        x. Design traffic volumes and the pavement thickness calculations will be performed by PROFESSIONAL. This will include subgrade treatment and selected material types for flexible pavement sections.

Deliverables:

i. Geotechnical memorandum
ii. Pavement section recommendation

Task 14 – TxDOT Coordination

A. PROFESSIONAL will conduct and document up to four (4) project meetings with TxDOT.
B. PROFESSIONAL will prepare and submit a Design Summary Report (DSR) to TxDOT.
C. Based on the design submittal and in accordance with TxDOT requirements, the PROFESSIONAL will prepare and submit the following documents:
    a. TxDOT Fort Worth District General Notes
    b. Contract Time Estimate
    c. Specification List
    d. Estimated Construction Cost
    e. Form 1002 – P. S. & E. Transmittal Data
    f. Form 2229 - Significant Project Procedures
    g. Utility Certifications
    h. Railroad Certifications
    i. Encroachment Certifications
    j. Right-of-Way Certifications
    k. Relocation Certifications
    l. Project Manual
    m. Local Government Project - Plan Development Review Checklist
    n. Performance Timeline
    o. Construction Summary Estimate
D. PROFESSIONAL will assist CITY in executing one (1) Advanced Funding Agreement (AFA) amendment with TxDOT. Any additional AFA's or AFA amendments will be considered an additional service.
E. PROFESSIONAL will submit the 60% plan set to TxDOT.
F. PROFESSIONAL will coordinate with TxDOT as needed to confirm project design meets TxDOT standards and requirements.
G. This contract assumes the project will be locally let.

Deliverables:

i. Draft Amended Advanced Funding Agreement (AFA)
ii. Draft TxDOT documents listed above

Task 15 - Franchise Utility Coordination

A. Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, and conflict assessment and analysis. Utility coordination activities will be in accordance with the Texas Administrative Code (TAC) standards. There are eight (8) utilities anticipated along the approx. 2.5-mile project corridor, including Central Texas

WSC (CTWSC), Bell County WCID (BCWCID), Bartlett Electric Cooperative (BEC), Brightspeed, City of Killeen, Oncor, Spectrum, and Unite Private Networks (UPN).

B. Utility coordination during design phase will include the following tasks:
    a. Develop Utility Contact List: PROFESSIONAL will establish contact with existing utility companies within and adjacent to the project area and create a utility contact list. This list will be maintained throughout the project.
    b. Initial Project Notification Contact: PROFESSIONAL will notify all known utility owners within and adjacent to the project site.
    c. Utility Layouts: PROFESSIONAL will maintain a rough layout of proposed utility locations to better communicate with utility owners
    d. Conflict Assessment: PROFESSIONAL will utilize the existing utility layout provided by SUE to perform a conflict assessment to determine utility conflicts within the proposed roadway alignment. This assessment will be provided at 60%, 90%, and 100% submittals.
    e. TxDOT Coordination: PROFESSIONAL will coordinate with TxDOT for utilities located within SH 195 ROW.
    f. Individual Utility Meetings: PROFESSIONAL will hold (3) individual meetings with each utility prior to the 60%, 90%, and 100% submittals to discuss the updated project alignment and any correlating new and/or removed conflicts.
    g. Utility Schedule and Sequencing: PROFESSIONAL will review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility.
    h. Utility Agreements: PROFESSIONAL will coordinate with reimbursable utility owners to prepare and execute utility agreements (up to 2). CITY to provide standard utility agreement forms.
    i. Utility Certifications: PROFESSIONAL will prepare utility certifications for project bidding and identify anticipated utility clearance dates.
    j. Coordinate on a regular basis with CTWSC to check whether their relocation designs conflict with the Chaparral Road design.

C. Utility coordination during utility relocation phase will include the following tasks:
    a. Utility Follow Ups: PROFESSIONAL will follow up with each utility post permit approval to confirm the relocation is complete. PROFESSIONAL assumes bi-weekly follow-ups with each utility up to six (6) months post permit approval.
    b. Utility Field Meetings: PROFESSIONAL will meet with utilities in the field to discuss relocation efforts and confirm relocation is complete when necessary. PROFESSIONAL assumes up to four (4) field meetings total.

<u>Deliverables:</u>

i. Utility contact list
ii. Utility conflict assessment
iii. Meeting minutes from utility coordination meetings
iv. Utility certifications
v. Utility agreements (up to 2)

Task 16 – Land Acquisition Services

A. Metes and Bounds Descriptions
    a. PROFESSIONAL will research property ownership, adjoining parcels and ROW Information along Chaparral Road and private/public properties affected by the proposed alignment (Estimated 90 parcels)
    b. A field survey will be performed in accordance with and meeting the requirements of the Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 1A – Condition 3 (Suburban) – Land Title Survey and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.
    c. PROFESSIONAL will create a Deed / Abstract Map based on records collected, of the parcels and the adjoining tracts.
    d. Based on the Deed Map created, PROFESSIONAL will mobilize a field survey crew to the site and locate property corners necessary to establish the boundary of the parcels within the project limits and stated ROW's.
    e. Based on the field survey and data collected, PROFESSIONAL will create a survey sketch and metes and bounds description of each of the Right-of-Way, Drainage Easement, and Temporary Construction Documents requested.
    f. PROFESSIONAL estimates the documents to be drafted as nineteen (19) Right-of-Way documents, twenty six (26) TCE documents, twenty-four (24) Drainage Easements, and fifty-three (53) Right-of-Way and TCE documents, for a total of one-hundred twenty two (122).
    g. PROFESSIONAL assumes that Right-of-Way parcels that require TCEs can be combined into a single document.
    h. PROFESSIONAL will create Right-of-Way sheets (11"x17") for the project limits. Approximately 12 sheets.
    i. Each property description and sketch will be signed and sealed by a Texas Registered Professional Land Surveyor.
    j. The following surveyor's certificate will be used on the survey drawing:
        i. IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON [INSERT DATE OF SURVEY], AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 3 SUBURBAN SURVEY.
    k. PROFESSIONAL will monument the limits of each parcel created, as required by Texas Board of Professional Engineers and Land Surveyors minimum requirement for Boundary Surveying.
    l. PROFESSIONAL will provide all deliverables in AutoCAD Civil 3D 2018 or MicroStation digital format, unless requested at beginning of the project to be another format.
    m. This includes 1 revision to the description and sketch. If any additional revisions are needed to do changes in the alignment or other reason per CITY request will be handled on a Time and Materials Basis or separate Scope and Fee.

B. The CITY has real estate impacts associated with the Chaparral Road project which will include

appraisal and real estate acquisition services. PROFESSIONAL shall provide a variety of services to support the CITY in execution of the project including appraisal and land rights acquisition services. PROFESSIONAL's services may also include, as directed by CITY, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

C. PROFESSIONAL shall render the following professional services in connection with the development of the Project:
    a. Pre-Acquisition Services for 79 Parcels
        i. Research preliminary ownership and county tax information.
        ii. Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations and environmental services.
    b. Title Services for 79 Parcels
        i. Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
        ii. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.
        iii. Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by CITY will be required for any exceptions to coverage.
        iv. Attend closings and provide closing services in conjunction with Title Company for all tracts.
        v. Record all original instruments immediately after closing at the respective County Clerk's Office.
    c. Appraisal Services and Appraisal Review for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)
        i. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
        ii. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
        iii. Finalize complete appraisal report for each parcel. These reports shall conform to the CITY's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
        iv. All completed appraisals will be administratively reviewed and approved by the CITY.
        v. Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.
        vi. Have 2nd appraiser perform a review of appraisal to meet all funding requirements.
    d. Negotiation Services for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)
        i. Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
        ii. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of

liens, waiver of lienholders and clear any title, if PROFESSIONAL staff cannot cure title through standard practices, the CITY will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).

iii. Prepare the initial offer letter and any other documents required or requested by the CITY in an acceptable form.

iv. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

v. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.

vi. Respond to property owner inquiries verbally and/or in writing within two business days.

vii. Prepare a separate negotiator contact report for each parcel file for each contact.

viii. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.

ix. Present counteroffers in a form as directed by the CITY. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.

x. Prepare second and final offer letter as necessary.

e. Acquisition/Closing Services for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)

i. Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.

ii. Transport any documents to the CITY and landowner for signatures.

iii. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.

iv. Review Title Policy and provide to CITY for permanent storage.

f. Project Administration for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)

i. Maintain current status reports of all parcel and project activities.

ii. Provide bi-weekly update reports to CITY (if requested).

iii. Participate in up to 10 project review meetings as requested, all additional meetings will be charged on a per hour basis.

iv. Copy designated CITY representative on all property owner correspondence, as requested.

v. Maintain copies of all correspondence and contacts with property owners.

vi. Update database with current status information and documentation.

vii. Condemnation Support Services are not included in the Basic Scope of Services.

Deliverables:

i. Right of entry documents for up to 79 parcels
ii. Preliminary title commitments and title insurance for up to 79 parcels
iii. Appraisal reports for up to 79 parcels
iv. Initial offer letter for up to 79 parcels
v. Second and final offer letter (as necessary) for up to 79 parcels
vi. Records of all correspondence with property owners

Task 17 – TDLR/RAS Services

PROFESSIONAL is to provide the following Accessibility Plan Review/Inspection Services:

A. Provide permitting support for the CITY and prepare plan layouts for Americans with Disabilities Act (ADA) and Texas Department of Licensing and Regulation (TDLR) compliant sidewalks, curb ramps, pedestrian push buttons, and crosswalks.
B. Retain the services of a TDLR Registered Accessibility Specialist (RAS) plan reviewer approved by the CITY. PROFESSIONAL will be compensated for the TDLR registration and RAS reviewer costs by the CITY as a reimbursable expense.
C. Consult the Registered Accessibility Specialist for any accessibility design issues/questions that arise.
D. Complete and submit the plan review forms and paperwork during the design phase as required by TDLR. PROFESSIONAL will be compensated for the TDLR registration and RAS reviewer costs by the CITY as a reimbursable expense.
E. Coordinate with the RAS reviewer to complete the required plan review after the 100% submittal.
F. This amendment will not cover the cost of construction inspection services. That effort will be included in a future amendment.

Deliverables:

i. Planset for RAS review
ii. Register project through TDLR
iii. RAS reviewer comments

Task 18 – Contingency

This task include contingency funds for use if additional services are needed. This task shall not be used without written consent from the CITY.

ADDITIONAL SERVICES

Additional Services to be performed by PROFESSIONAL, if authorized by CITY, which are not included in the above described services, are described as follows:

A. Design or analysis services beyond 100% submittal.

B. Design or analysis services for any improvements east or south of Chaparral High School.

C. Phased/Interim roadway or drainage design. This amendment will only include design of ultimate conditions.

D. Construction phase services.

E. RAS construction inspection services.

F. Construction materials testing.

G. Additional endangered species surveys aside from the species stated above.

H. Preparation of a formal written request for USACE authorization under a letter of permission procedure, or a standard individual Section 404 permit application.

I. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.

J. Expert representation at legal proceedings or at contested hearings.

K. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).

L. Providing renderings, model, and mock-ups requested by the CITY.

M. Assisting CITY in claims disputes with Contractor(s).

N. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by PROFESSIONAL on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

O. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

P. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

Q. GIS mapping services or assistance with these services.

R. Site visits and meetings in excess of the number of trips included.

S. Investigations, analyses, and studies requested by the Contractor and approved by the CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications.

T. Providing irrigation or landscape design services for any areas apart from the roundabouts and approaching raised medians.

U. Providing the designated deliverables at an accelerated timeline other than the schedule originally agreed upon between PROFESSIONAL and CITY.

V. Creation and submittal of a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR).

W. Grant administration.

X. Noise workshop and sound wall design.

Y. Condemnation Support Services (eminent domain, prepare condemnation package, testify as an expert witness in eminent domain proceedings, complex appraisals, etc.).

Z. More than two appraisals/offers per parcel.

AA. Water and/or sanitary sewer design for any utilities owned by Central Texas Water Supply. Central Texas Water Supply has decided to design any relocations in house.

SHEET LIST SUMMARY

SHEET NAME	**TOTAL NUMBER OF SHEETS**
GENERAL	
COVER SHEET	1
INDEX OF SHEETS	2
PROJECT LAYOUT AND SURVEY CONTROL DATA	4
HORIZONTAL ALIGNMENT DATA	6
TYPICAL SECTIONS	6
RIGHT OF WAY AND EASEMENT PLAN	4
GENERAL NOTES	2
SUMMARY SHEETS	4
EXISTING UTILITY LAYOUT	11
CONSTRUCTION PHASING	
CONSTRUCTION PHASING NARRATIVE	1
CONSTRUCTION PHASING TYPICAL SECTIONS	2
CONSTRUCTION PHASING PLANS	33
DETOUR PLANS	6
CITY/TXDOT STANDARDS	20
ROADWAY	
REMOVAL PLANS	11
ROADWAY KEY MAP	4
ROADWAY PLAN AND PROFILE	22
SIDESTREET PLAN AND PROFILE	10
ROUNDABOUT LAYOUT	3
ROUNDABOUT ALIGNMENT PLAN	15
ROUNDABOUT GRADING PLAN	3
ROUNDABOUT JOINTING PLAN	3

ROUNDABOUT PROFILES	27
DRIVEWAY PROFILES	24
FENCING PLAN	11
ROADWAY SPECIAL DETAILS	4
CITY/TXDOT STANDARDS	20
RETAINING WALL	
RETAINING WALL KEY MAP	4
RETAINING WALL PLAN AND PROFILE	8
RETAINING WALL SPECIAL DETAILS	2
CITY/TXDOT STANDARDS	5
DRAINAGE	
DRAINAGE KEY MAP	4
DRAINAGE AREA MAPS	6
DRAINAGE CALCULATION SHEETS	8
FLOODPLAIN GRADING PLAN AND SECTION	4
DETENTION POND GRADING AND PROFILE VIEW	6
DETENTION POND TYPICAL SECTION AND SECTION VIEW	3
DETENTION POND TYPICAL DETAILS	2
POND OUTFALL ENERGY DISSIPATION, SCOUR PROTECTION	3
CULVERT PLAN AND PROFILE	7
ROADSIDE DITCH PLAN AND PROFILE	22
STORM DRAIN TRUNKLINE PLAN AND PROFILE	30
STORM DRAIN LATERAL PLAN AND PROFILE	12
CITY/TXDOT STANDARDS	30
TRAFFIC SIGNAL	
EXISTING INTERSECTION LAYOUT	3
PROPOSED SIGNAL LAYOUT	3
TRAFFIC SIGNAL INTERSECTION QUADRANT DETAILS	12
TRAFFIC SIGNAL SUMMARY	6
CHANNEL ASSIGNMENT DIAGRAM	3
TRAFFIC SIGNAL SIGNAGE PLAN	3
RRFB LAYOUT	3
CITY/TXDOT STANDARDS	12
ILLUMINATION	
ILLUMINATION LAYOUT	11
CITY/TXDOT STANDARDS	6

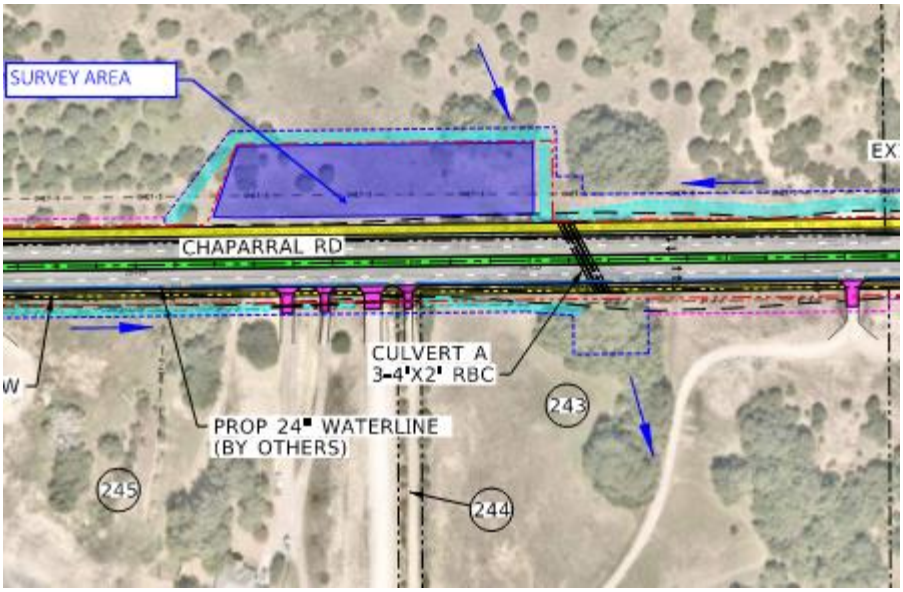
PAVEMENT MARKING AND SIGNAGE	
PAVEMENT MARKING AND SIGNAGE PLAN	11
SMALL SIGN SUMMARY	4
CITY/TXDOT STANDARDS	10
UTILITY ADJUSTMENTS	
UTILITY ADJUSTMENT PLAN	11
CITY/TXDOT STANDARDS	6
LANDSCAPING / IRRIGATION	
LANDSCAPE AND IRRIGATION PLAN	23
CITY/TXDOT STANDARDS	4
EROSION CONTROL	
EROSION CONTROL PLAN	11
CITY/TXDOT STANDARDS	8
CROSS SECTIONS	
CROSS SECTIONS	75
TOTAL NUMBER OF PLANSHEETS	**640**

FEE SUMMARY

Task No.	Task Description	Basic/Special*	Amendment #2	Original Contract + Amendment #1 + Amendment #2
Task 1	Design Management	Basic	$289,308	$386,328
Task 2	*Alignment Study (Closed)*	*Basic*	*$0*	*$32,900*
Task 3	Funding Application	Basic	$242,557	$372,033
Task 4	*Schematic Design (Closed)*	*Basic*	*$0*	*$363,890*
Task 5	Environmental Assessment	Basic	$318,206	$532,576
Task 6	Subsurface Utility Engineering	Basic	$87,135	$228,185
Task 7	Survey	Basic	$43,293	$256,163
Task 8	Hydrologic and Hydraulic Analysis	Basic	$237,832	$421,812
Task 9	Traffic Analysis	Basic	$65,142	$114,952
Task 10	Public Outreach	Basic	$127,056	$231,116
Task 11	Design	Basic	$2,029,072	$2,029,072
Task 12	Bid Phase Services	Basic	$31,205	$31,205
Task 13	Geotechnical Engineering	Basic	$128,813	$128,813
Task 14	TxDOT Coordination	Special	$13,844	$13,844
Task 15	Franchise Utility Coordination	Special	$41,392	$41,392
Task 16	Land Acquisition Services	Special	$2,590,698	$2,590,698
Task 17	TDLR/RAS Services	Special	$5,591	$5,591
Task 18	Contingency	Special	$100,000	$100,000
Basic Services Total			$3,599,619	$5,129,045
Special Services Total			$2,751,525	$2,751,525
Grand Total			**$6,351,144**	**$7,880,570**

*Note: Basic services shall be charged as lump sum and special services shall be charged as Cost Plus Maximum.

EXHIBIT B - ADDITIONAL SURVEY LOCATIONS



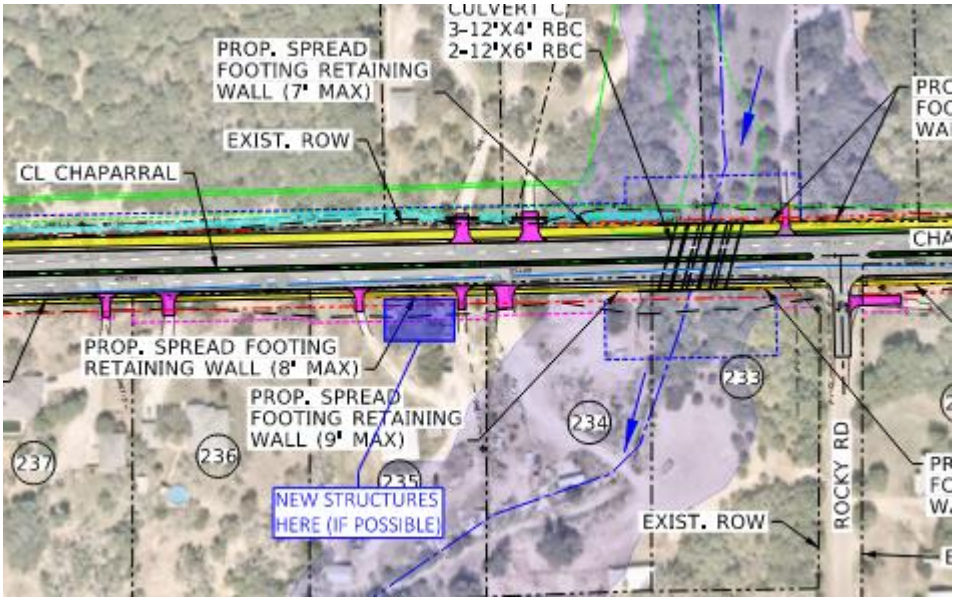
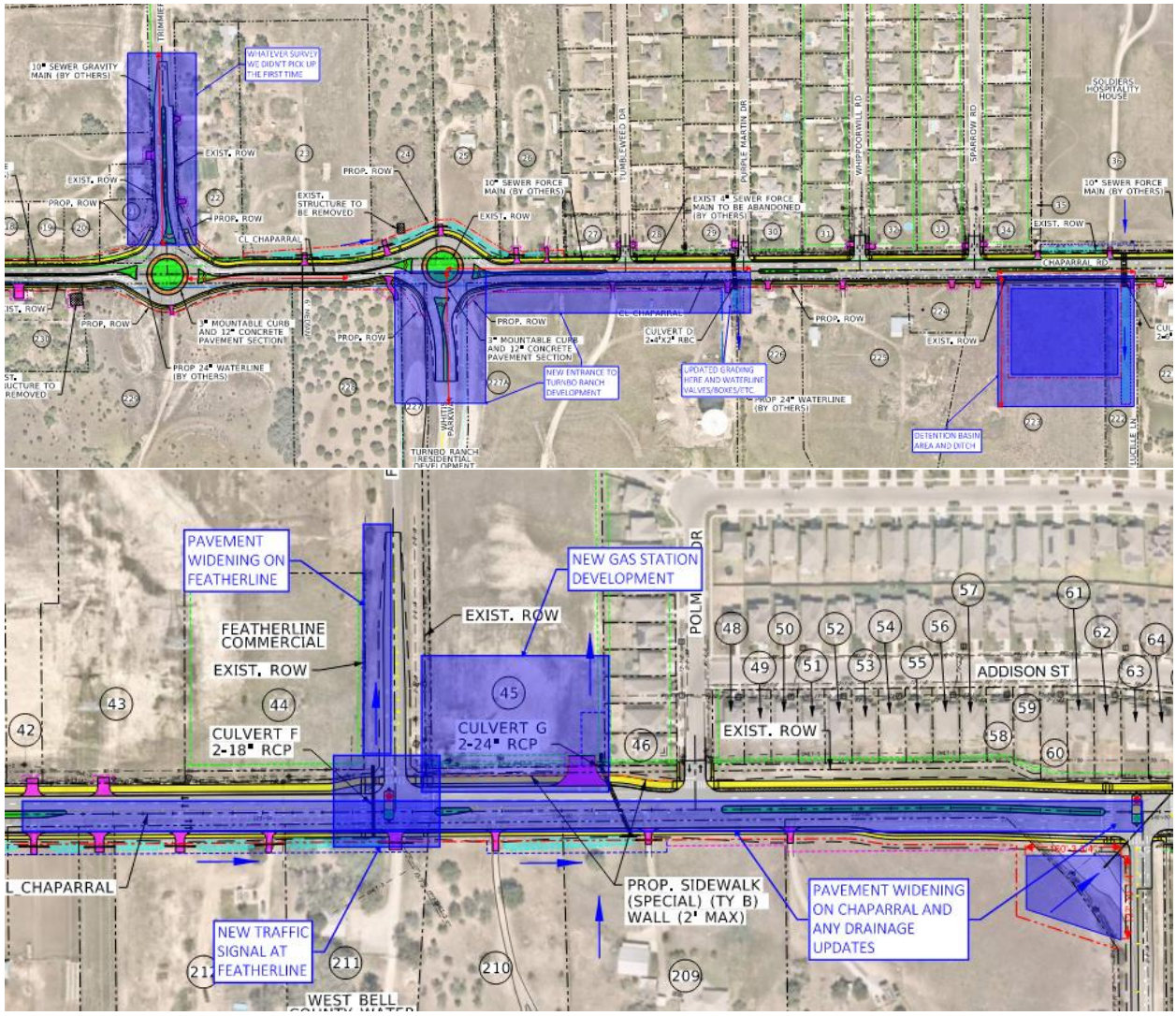


EXHIBIT B - ADDITIONAL SURVEY LOCATIONS



CONTRACT AMENDMENT

No. 2

Chaparral Roadway Widening Project

This Amendment shall be made a part of the City of Killeen CHAPARRAL ROADWAY WIDENING PROJECT Professional Services Agreement. This Contract was entered into on OCTOBER 18, 2022. The change in the fee structure is as follows:

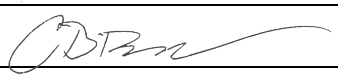
JUSTIFICATION: This amendment will fund the plans,specifications, and estimate (PS&E) for Phase 1 of Chaparral Road between SH 195 and Chaparral High School. This will include 60%, 90%, and 100% design submittals. The proposed improvements for this amendment will include roadway, sidewalk/shared use path, underground storm drain, roadside ditches, cross culverts, detention, intersection improvements, temporary traffic control, retaining walls, illumination, pavement markings/signage, erosion control, and utility relocations for Chaparral Road. This Amendment also includes Right-of-Way Services and Permitting.

Scope of Services	Phase Basic or Special*	Present Contract Amount (Original thru Amendment # 1)	Proposed Amendment #2	Proposed Contract Amount (Original thru Amendment # 2)
Task 1: Design Management	BASIC	$97,020.00	$289,308.00	$386,328.00
Task 2: Alignment Study	BASIC	$32,900.00	$0.00	$32,900.00
Task 3: Funding Application	BASIC	$129,476.00	$242,557.00	$372,033.00
Task 4: Schematic Design	BASIC	$363,890.00	$0.00	$363,890.00
Task 5: Environmental Assessment	BASIC	$214,370.00	$318,206.00	$532,576.00
Task 6: Subsurface Utility Engineering	BASIC	$141,050.00	$87,135.00	$228,185.00
Task 7: Survey	BASIC	$212,870.00	$43,293.00	$256,163.00
Task 8: Hydrologic & Hydraulic Analysis	BASIC	$183,980.00	$237,832.00	$421,812.00
Task 9: Traffic Analysis	BASIC	$49,810.00	$65,142.00	$114,952.00
Task 10: Public Outreach	BASIC	$104,060.00	$127,056.00	$231,116.00
Task 11: Design	BASIC	$0.00	$2,029,072.00	$2,029,072.00
Task 12: Bid Phase Services	BASIC	$0.00	$31,205.00	$31,205.00
Task 13: Geotechnical Engineering	BASIC	$0.00	$128,813.00	$128,813.00
Task 14: TXDOT Coordination	SPECIAL*	$0.00	$13,844.00	$13,844.00
Task 14: Franchise Utility Coordination	SPECIAL*	$0.00	$41,392.00	$41,392.00
Task 16: Land Acquisition Services	SPECIAL*	$0.00	$2,590,698.00	$2,590,698.00
Task 17: TDLR/RAS Services	SPECIAL*	$0.00	$5,591.00	$5,591.00
Task 18: Contingency	SPECIAL*	$0.00	$100,000.00	$100,000.00
TOTAL		$1,529,426.00	$6,351,144.00	$7,880,570.00

Note: Basic Services shall be charged as lump sum and Special* services shall be charged as Cost Plus Maximum.

CONSULTANT:

By: Chris B. Bosco

Signature: 

Title: Principal

Date: 9//30/2025

City of Killeen:

By: Kent Cagle

Signature:

Title: City Manager

Date:

#NAME?

EXHIBIT "A"
PROFESSIONAL ENGINEERING SERVICES
AMENDMENT #2

Chaparral Road – 100% PS&E Design from SH 195 to Chaparral High School

The scope set forth herein defines the work to be performed by Freese and Nichols, Inc. (PROFESSIONAL) and the City of Killeen, Texas (CITY) in completing the project. Both the CITY and PROFESSIONAL have attempted to clearly define the work to be performed and address the needs of the project.

PROFESSIONAL conducted the schematic design phase from 2022-2025 to identify a preliminary cost estimate and general footprint for the Chaparral Road improvements. This amendment will fund the plans, specifications, and estimate (PS&E) for Chaparral Road between SH 195 and Chaparral High School. This will include 60%, 90%, and 100% design submittals. The proposed improvements for this amendment will include roadway, sidewalk/shared use path, underground storm drain, roadside ditches, cross culverts, detention, traffic signals, traffic control, retaining walls, illumination, pavement markings/signage, erosion control, and minor utility relocations for Chaparral Road.

Design Assumptions:

- Project Limits: Between SH 195 and the west end of Chaparral High School.
- Design schedule is assumed to be 27 months.
- Typical section: Four-lane divided roadway section with a raised median and various turn lanes. A five-lane undivided roadway section will be applied in specific locations to allow for the necessary turning movements. Lane widths will match those shown in the previous schematic design.
- Three (3) traffic signals at the following intersections with Chaparral Road:
    - SH 195 (minor relocations)
    - Featherline Road
    - Connection to Old Chaparral Road (west of Chaparral High School)
- Three (3) multilane roundabouts at the following intersections with Chaparral Road:
    - Taylor Renee Drive
    - Trimmier Road
    - Whitis Parkway
- 12' wide shared use path on north side of Chaparral Road and a 6' wide sidewalk on south side of Chaparral Road.
- Roadway illumination will be in the parkway on the north and south sides of Chaparral Road. It is assumed that standard cobra head roadway illumination fixtures with no pedestrian specific or decorative illumination will be designed. No median illumination will be proposed.
- Underground storm drain improvements for Chaparral Road.
- Roadside ditches and cross culvert improvements.
- Three (3) stormwater detention basins.
- Add one northbound left turn lane to Old Chaparral Road (west of Chaparral High School).
- Proposed ROW will typically be 100' wide.

- Additional survey/SUE will be needed in areas that have changed since the original project scope was created.
- Asphalt pavement will be used for Chaparral Road and side streets.
- Horizontal and vertical design speed for Chaparral Road will be 45 mph.
- Turning movements (including turn lanes and roundabouts) will use a WB-50 design vehicle.
- Tasks previously completed by the PROFESSIONAL and not covered under the existing agreement have been included in the efforts listed below.
- Drainage design will use the more stringent of the City of Killeen's Drainage Design Manual (DDM, Version November 8th, 2011) and TxDOT's Hydraulic Design Manual. Proposed pedestrian facilities will meet PROWAG requirements. Roadway design will meet TxDOT's Roadway Design Manual criteria.
- Traffic control plan will be three (3) phases.
- Landscaping and irrigation design will only be performed for the roundabout center islands and raised median immediately approaching each leg of each roundabout. All other areas not proposed to use impervious cover are assumed to use sod with temporary watering by the contractor.

The project construction will be completed using Federal and CITY funding sources; therefore, the project will be designed in compliance with TxDOT standards and processes.

BASIC/SPECIAL SERVICES

Task No.	Task Name	Basic/Special Services
Task 1	Design Management	Basic
Task 2	*Alignment Study – Not Included*	*Basic*
Task 3	Funding Application	Basic
Task 4	*Schematic Design – Not Included*	*Basic*
Task 5	Environmental Assessment	Basic
Task 6	Subsurface Utility Engineering	Basic
Task 7	Survey	Basic
Task 8	Hydrologic and Hydraulic Analysis	Basic
Task 9	Traffic Analysis	Basic
Task 10	Public Outreach	Basic
Task 11	Design	Basic
Task 12	Bid Phase Services	Basic
Task 13	Geotechnical Engineering	Basic
Task 14	TxDOT Coordination	Special
Task 15	Franchise Utility Coordination	Special
Task 16	Land Acquisition Services	Special
Task 17	TDLR/RAS Services	Special
Task 18	Contingency	Special

TASKS

Task 1 - Design Management

PROFESSIONAL will manage the work outlined in this scope to help facilitate efficient and effective use of PROFESSIONAL's and CITY's time and resources. PROFESSIONAL will help to manage change, communicate, coordinate internally and externally as needed, and address issues with the CITY's Project Manager and others as necessary to make progress on the work. PROFESSIONAL will:

A. Attend pre-design project kickoff meeting with CITY.
B. Prepare and submit a project schedule to the CITY.
C. Conduct and document (up to 24) project update meetings with CITY Project Manager.
D. Conduct biweekly internal design team coordination meetings.
E. Prepare and submit monthly invoices with project status reports and project schedule updates, as necessary (up to 24).
F. Make up to three (3) general site visits to become familiar with site and observe existing conditions. This does not include site visits specifically listed in any other tasks.

Deliverables:

i. Meeting summary notes focusing on decisions and action items.
ii. Design schedules (including baseline and necessary updates).
iii. Monthly invoices and project status reports.

Task 2 – Alignment Study – Not Included

No scope or effort for Task 2 is included in this amendment.

Task 3 – Funding Application

This task covers efforts to prepare the 2024 RAISE Grant application (previously prepared by PROFESSIONAL) as well as three future grant applications.

A. PROFESSIONAL prepared one grant application (2024 RAISE Grant) on behalf of the CITY. These grant application efforts included:
    a. Prepared project description, project budget, project location file, merit criteria, benefit cost analysis, and project readiness portions of the application
    b. Assisted CITY in acquiring letters of support from outside entities
    c. Coordinated with CITY to acquire needed data and receive CITY feedback on application
    d. Assisted CITY in submitting the grant application
B. PROFESSIONAL will prepare up to three (3) future grant applications on behalf of the CITY. Examples of possible grant applications include:
    a. USDOT RAISE/BUILD grant
    b. TxDOT Transportation Alternatives (TA) program
    c. USDOT Safe Streets and Roads for All (SS4A) grant program

d. If a future grant application involves substantially more effort than any of these example grant programs, it will be considered an additional service and require additional funds beyond this contract.

Deliverables:

i. 2024 RAISE Grant application
j. Up to three (3) other grant applications

Task 4 – Schematic Design – Not Included

No scope or effort for Task 4 is included in this amendment.

Task 5 – Environmental Assessment

A. Golden-cheeked Warbler (GCWA) Presence/Absence Surveys (1 year only)
   a. This task was previously performed by PROFESSIONAL at the direction of the CITY. This scoping verbiage covers efforts already completed by the PROFESSIONAL.
   b. PROFESSIONAL performed presence/absence surveys in accordance with USFWS protocols, and efforts were split into 2 tasks:
      1. *Field Survey* – this task involved the field efforts required to satisfy USFWS protocols for GCWA presence/absence surveys;
      2. *Report Preparation* – this task involved preparation of a report, and all supporting data, also in accordance with USFWS protocols.
   c. Field Surveys – Presence/absence surveys were executed under the existing USFWS Section 10(a) Permit (#TE44547B-0). According to USFWS survey protocols, 1 hour of survey must be dedicated to every 25 acres. Since this is a linear project, we assumed that the four locations along the ROW that represent potential GCWA habitat would be surveyed for 1 hour each and would cover 25 acres surrounding that survey location. Data on vegetation structure and composition were also be recorded during the first survey.
   d. The 4 locations determined for GCWA presence/absence survey (Figure 1) included the following locations:
      1. Eastern project terminus and intersection with Stillhouse Hollow Lake Road – specifically the tract east of Stillhouse Hollow Lake Road.
      2. Crossing over Trimmier Creek.
      3. New ROW section with S-curve – midpoint of the project ROW.
      4. Area near the intersection of Taylor Renee Drive and Chaparral Road – specifically the tract northwest of the intersection.

Figure 1. Proposed locations for GCWA presence/absence surveys associated with Chapparal Road improvements in Bell County; locations are depicted with red circles.

e. Starting no sooner than March 15, each survey took place at least 3 times before May 15; however, 5 total surveys were performed before June 1. All surveys took place 5 or more days apart. If no GCWAs were heard during the first 4 surveys, playback calls were employed during the final survey. All data recorded during surveys followed USFWS's "Golden-cheeked warbler (GCWA) reporting for 10(a)(1)(A) Scientific Research and Recovery Permits."

f. Report Preparation – A report outlining the results of the presence/absence survey, prepared in accordance with USFWS guidelines, was provided to the CITY. The report included data forms, maps with detection locations, associated spatial data (i.e., ArcGIS shapefiles), and representative photographs.

B. Biological Evaluation or Biological Assessment, and Agency Coordination

a. This task was previously performed by PROFESSIONAL at the direction of the CITY. This scoping verbiage covers efforts already completed by the PROFESSIONAL.

b. PROFESSIONAL prepared a Biological Evaluation (BE) or Biological Assessment (BA) for the project following TXDOT guidance. A BE is required for "informal" Section 7 consultation under the Endangered Species Act (ESA), and a BA is required for "formal" Section 7 consultation. A BE and BA have highly similar formats. The BE or BA includes information obtained during the GCWA presence/absence survey, as well as other information obtained through file and literature reviews for other potentially occurring federally listed species. The BE or BA includes life history information on potentially occurring listed species, project action area, project effect determinations, and conservation measures to avoid and minimize

impacts. PROFESSIONAL will facilitate and coordinate up to 6 meetings with resource agencies regarding ESA consultation, such as TXDOT, USFWS, and US Army Corps of Engineers (USACE).

C. Mussel Survey and Relocation
    a. PROFESSIONAL will coordinate with Texas Parks and Wildlife Department (TPWD) to obtain an Aquatic Resource Relocation Permit (ARRP). Once the AARP is secured, PROFESSIONAL will perform freshwater mussel surveys and relocations at the Trimmier Creek crossing, according to federal and state protocols.

D. Nationwide Permit Pre-Construction Notification (PCN)
    a. This task includes a combination of tasks previously performed by PROFESSIONAL at the direction of the CITY as well as future tasks to complete the PCN. This scoping verbiage covers both efforts.
    b. JD site visit with TxDOT
        i. PROFESSIONAL will prepare for and participate in a JD site visit with TxDOT environmental staff.
        ii. PROFESSIONAL will revise the delineation report to incorporate the findings of the JD site visit.
    c. Pre-Application Meeting with USACE
        i. PROFESSIONAL will prepare a letter to the USACE Fort Worth District requesting a pre-application meeting. The letter will include a description of the project, its purpose and need, maps, and conceptual design drawings. PROFESSIONAL will coordinate and attend the pre-application meeting with the USACE and prepare meeting documentation. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.
    d. Mitigation Plan – if required
        i. If required, PROFESSIONAL will prepare a Conceptual Mitigation Plan to document compensatory mitigation for potential losses to WOTUS resulting from the project. A conditional assessment of potential losses to WOTUS which would require mitigation will be conducted using the USACE's preferred Texas Rapid Assessment Method (TxRAM). This scope assumes that mitigation credits will be available for purchase from a mitigation bank which services the project area, and the project will not require permittee responsible mitigation. PROFESSIONAL will coordinate with a mitigation bank which services the proposed project area to determine the number of mitigation credits required for potential losses to WOTUS resulting from the project and the current cost of mitigation credits.
    e. Prepare Draft PCN
        i. PROFESSIONAL will prepare a PCN in accordance with the requirements of NWP General Condition 32. A draft PCN will be prepared for the CITY's review and comment. The draft PCN will include the TXDOT Waters Features Delineation Report, a USACE Fort Worth District NWP application form, cultural resources information, federally listed threatened or endangered species information, a Conceptual Mitigation Plan, and the required supporting documentation and engineering drawings depicting the proposed impacts to waters of the U.S. The final

PCN will be prepared by incorporating the CITY's comments, changes in design, and will be submitted to the USACE Fort Worth District.

f. Address USACE comments
    i. PROFESSIONAL will address up to two rounds of USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, consultation with other resource agencies, or excessive request for additional information resulting in expenditures beyond PROFESSIONAL's project budget will be considered additional services.

g. Project Team Coordination
    i. PROFESSIONAL scientists will coordinate with the project team (design team and CITY) on the findings of the delineation, assist with fill calculations, and provide permitting input into the design.

E. TxDOT Coordination
    a. PROFESSIONAL will prepare for and participate in bi-weekly meetings with TxDOT Environmental staff to provide updates on the status of environmental analysis and reports and discuss next steps required to obtain environmental clearance.
    b. PROFESSIONAL will prepare for and participate in periodic phone calls and meetings with TxDOT Environmental staff.

F. Update Environmental Tech Reports
    a. PROFESSIONAL will conduct up to two site visits and make up to two rounds of revisions to the following environmental tech reports to address design changes and changes in TxDOT forms or templates.
        i. Farmland Protection Policy Act
        ii. Hazmat ISA
        iii. Species Analysis
        iv. Archeological Survey Report
        v. Historical Intensive Survey Report
        vi. Surface Water Analysis
        vii. Community Impacts Assessment

G. Update Biological Evaluation Report
    a. PROFESSIONAL will update the biological evaluation report to address design changes.
    b. PROFESSIONAL will address one round of comments from TxDOT on the revised report.

H. Assist with Public Involvement
    a. PROFESSIONAL will assist with updating the Notice and Opportunity to Comment and attend one public hearing.

I. Ambient Noise Collection
    a. This task was previously performed by PROFESSIONAL at the direction of the CITY. This scoping verbiage covers efforts already completed by the PROFESSIONAL.
    b. Meet with TxDOT to coordinate anticipated ambient noise data collection locations.
    c. Collect ambient noise at three additional locations near the Chaparral High School and football stadium.
    d. Update noise models to determine whether a noise workshop is needed or not.

J. Update Traffic Noise Analysis and Report
    a. PROFESSIONAL will update traffic noise models and report for realignment at Broadaway

Ranch.

b. PROFESSIONAL will submit traffic model files and report to TxDOT subject matter expert (SME) for review and address TxDOT comments.
c. Coordinate with TxDOT SME.

K. Assumptions for the Environmental Assessment Task
   a. GCWA surveys would take place in only 4 locations along the proposed ROW.
      i. SOW for GCWA surveys is for one season of survey only.
      ii. 1 hour of survey would be performed at each of the 4 locations, with an assumption that the 1-hour survey effort covers 25 acres surrounding the survey location.
      iii. CITY would provide access to the parcels needed for GCWA surveys and mussel relocations.
   b. Regarding agency coordination, PROFESSIONAL assumes 6 meetings along with preparation time for each.
   c. A draft BE or BA will be prepared. The schedule for the final BE or BA will be dependent upon agency review timelines and coordination.
   d. No additional threatened or endangered species presence/absence surveys or habitat assessments would be required to address design changes. No new species would be listed or proposed for federal listing as threatened or endangered.
   e. The proposed project will not require a USACE Environmental Assessment (EA) or Easement Request for activities on USACE fee lands.
   f. The project can be environmentally cleared as an open ended (d) categorical exclusion and will not require an environmental assessment or environmental impact statement.
   g. The flowage easement request will not require other additional environmental services which are not included in this scope of services.
   h. Freshwater mussel survey and relocations at Trimmier Creek crossing assumes that the more complex survey protocols necessary for state or federal species (i.e., Phase 2 Survey) would not be required based on TPWD's classification of Trimmier Creek as a Group 5 stream (which implies low likelihood of occurrence for state or federally listed species).
   i. Noise workshop will not be warranted.
   j. No additional development requiring a building permit would occur prior to the date of environmental clearance.
   k. No additional site visits for traffic noise data collection will be required.
   l. The project will qualify as 4(f) de minimis and will not require an individual 4(f) evaluation, alternatives analysis, or additional public involvement.

<u>Deliverables:</u>

i. GCWA Presence/Absence Survey Report
ii. Draft and Final Biological Evaluation (BE) or Biological Assessment (BA)
iii. Mussel Relocation Report
iv. Request for a Pre-Application Meeting with USACE
v. Draft and Final NWP PCN
vi. Updated environmental tech reports

vii. Updated traffic noise analysis report

Task 6 – Subsurface Utility Engineering

A. Quality Level A – Twenty-Five (25) Test Holes

a. To determine the exact location and elevation of utilities on the project, PROFESSIONAL will efficiently excavate to expose the requested utilities. PROFESSIONAL would first identify the horizontal position of the test hole locations by designating, then excavate those locations using air-vacuum excavation.

b. PROFESSIONAL will comply with policies for the prevention of underground utility damage (i.e., one-call system).

c. PROFESSIONAL will coordinate with CITY, property owners and utility owners, as needed, to schedule work, and scheduling is subject to utility owner's approval and schedule for utility owner's field representative supervision, if required by utility owner. PROFESSIONAL will obtain permission from private property owners to perform work on site, or right of entry to property and any utility easements. Test hole locations are assumed to be accessible by vacuum excavation truck using normal access methods – no matting, grading, or clearing required. Night work is not expected on this project.

d. PROFESSIONAL will expose utilities using non-destructive air vacuum excavation. PROFESSIONAL accepts no responsibility for contaminated soils should they be encountered during excavation. PROFESSIONAL does not take ownership of any excavated material. Depending on site soil conditions, utilities may not be able to be exposed using non-destructive excavation and excavation will not continue when impenetrable soil conditions are encountered. Test holes that are unsuccessful due to impenetrable soil conditions will be invoiced at the specified contract rate. Test holes are assumed to be no deeper than 16 feet.

e. PROFESSIONAL will measure and record (as possible, depending on digging conditions) the depth of the utility at critical locations, as well as recording of utility size, utility material, utility condition and type of soil around the utility as well as any surface pavement type and thickness.

f. PROFESSIONAL will backfill the hole with excavated material, mechanically compacted in lifts. Specialized backfill or surface restoration other than asphalt cold patch or replaced concrete core is not included in this scope.

g. PROFESSIONAL will provide survey of utility test holes and drafting of test hole data will be performed to incorporate utility location and elevation information into project base file.

h. PROFESSIONAL will prepare engineer-sealed 8.5"x11" Test Holes Data Sheets - showing utility depth, size and line material, condition of the line, type of soil for each location, as well as a SUE CAD file containing data surveyed according to project controls.

i. It is anticipated that SUE Quality Level A may require ROW permitting and the estimated cost for one (1) permit application has been included in this fee estimate, not including any ROW permitting fees or engineered traffic control plans that may be required by the jurisdiction.

j. It is anticipated that SUE Quality Level A may require traffic control and the estimated cost for approximately eight (8) days of traffic control equipment rental has been included in this fee estimate. SUE Quality Level A may require pavement cutting and repair, and the estimated cost for eight (8) pavement cuts and repairs has been included in this fee estimate.

Deliverables:

i. Test hole results (up to 25)

Task 7 – Survey

A. Supplemental Topographic Survey
   a. PROFESSIONAL will conduct additional on ground (conventional) topographic surveying for additional areas within the project corridor as determined by the CITY and shown in Exhibit B.
   b. PROFESSIONAL has included in the fee for one (1) area of topographic surveying not to exceed 1,000 linear feet.
   c. PROFESSIONAL will combine the additional topographic data with previously completed topographic survey to prepare mapping of 1' contours.
   d. The deliverable shall be MicroStation digital files unless otherwise specified.

Deliverables:

i. Survey linework
ii. Metes and Bounds documents (up to 90)

Task 8 – Hydrology and Hydraulic Analysis

A. Hydrologic Analysis - Finalize hydrologic analysis for the project limits under a divided 4-lane road, referred to as the full-build out condition.
   a. Duplicate the following HEC-HMS models: existing conditions, unmitigated, mitigated, and ultimate which were developed during the schematic design.
   b. Amend the unmitigated and mitigated HEC-HMS models with final design hydrologic values (TCs, CNs, etc.). These models will be referred to as the unmitigated model and mitigated model. Each model will contain existing land use conditions outside the proposed right of way and full build out conditions within the proposed right of way. Model results will be used to size:
   c. Three (3) detention ponds.
   d. Duplicate the ultimate model and amend with ultimate land use conditions outside the proposed right of way, referred to as the ultimate unmitigated model. This model's results will be used to size:
   e. Seven (7) road crossings that use culverts to drain uphill drainage areas (minor crossings).
   f. Duplicate the corrected effective HEC-HMS model and post-construction HEC-HMS model

developed during the schematic design.

g. Amend the post-construction HEC-HMS model with final design hydrologic values (TCs, CNs, etc.). The model will contain existing land use conditions outside the proposed right of way and full build out conditions within the proposed right of way. Model results will be used to size two major crossings (Sta 45+00 and Sta 67+00) where the proposed road crosses FEMA delineated floodplains.
h. All models in this task will be updated once for each design development: 60%, 90%, 100%. A total of three updates.
i. Compare the cost of subsurface inline detention to surface detention as shown in schematic design. Compare the right of way/drainage easement area needed to implement subsurface inline detention to the area needed for surface detention.

B. Detention Analysis
   a. Use the mitigated model to complete the final design for three (3) detention basins within the project extents. Design the following detention basins elements to mitigate increases in rainfall runoff peak discharges: elevation-storage relationship and outfall structure.
   b. Design the basin's inlet structure and the associated grading of channels or roadside ditches downstream of each basin's outfall structure. Design development will begin at the 60% design level and be updated at the 90% and 100%. At each design level, the design will be modified twice, a total of six modifications. A modification occurs when the drainage area or impervious cover draining to the basin changes +/- 5%. Any modifications beyond the two modifications at each design level will be considered additional services and will be completed under an amendment to the contract.

C. Minor Culvert Crossings
   a. Duplicate the HY-8 models that were created in the schematic design. Use the discharges from the ultimate HEC-HMS model to update the HY-8 models to design pipe sizes for seven (7) minor crossings. Instead of using the City's DDM's headwater elevation requirement (DDM 1.2.6.C) of three inches of water or less over the road profile, each minor crossing will be designed so the headwater elevation does not exceed the curb elevation or centerline elevation, whichever is lower.
   b. Design the crossings' inlet and outlet structures, energy dissipation and scour protection for each minor crossing.
   c. Design development will begin at the 60% design level and be updated during the 90% and 100%. A total of three updates.

D. Major Culvert Crossings
   a. Duplicate the post-project HEC-RAS model and corrected effective HEC-RAS model created in schematic design. Amend the post-project HEC-RAS model with final design hydrologic elements for two major crossings (Sta 45+00 and Sta 67+00) where the proposed road crosses FEMA delineated floodplains. Amend the HEC-RAS model using discharges from the post construction HEC-HMS model (task 2.1.b.1) and final culvert design. Design typical cross section dimensions for the culvert crossing.
   b. Update the floodplain grading at the two major crossings. Adjust floodplain excavation until no increase in water surface elevation is calculated at structures or roads.
   c. Design the major crossings' energy dissipation and scour protection.

E. Hydraulic Impact Assessment - The schematic design included an adverse hydraulic impact assessment at four locations where the proposed improvements increased rainfall runoff peak discharges at the proposed right of way because a location for a detention basin could not be reasonably secured.
    a. The assessment showed no adverse impacts to structures or roads. This assessment will be updated per final design elements. Unmitigated location #1 at Sta 67+00 is located within a FEMA floodplain (Figure 1). The remaining three locations are located outside of the project extents. An adverse impact assessment will begin where runoff leaves the proposed right of way and continues 1,000 feet downstream.
    b. For unmitigated discharge locations #1 (Figure 1) the following adverse impact assessment work will be completed:
        i. Run the post-project HEC-RAS model and calculate water surface elevations and velocities for the 100-year discharge from the post construction HEC-HMS model.
        ii. Prepare flood inundation mapping for the 100-year storm event for existing conditions and post construction conditions. Floodplain mapping will extend upstream until the existing condition's and proposed condition's water surface elevations are equal. Floodplain mapping will extend downstream until the water surface elevations meet or for 1,000 whichever is shorter. Mapping will not include tying into the effective FEMA floodplain. FEMA floodplains were calculated using pre-Atlas14 hydrology and outdated land use condition.
        iii. Identify adverse impacts. An adverse impact occurs if the increase in water surface elevation results in an inundation or an increase in inundation of any building, structure, roadway or improvement or downstream erosion or an increase in erosion (DDM 1.2.8.a).
    a. Meet with City staff to determine if an adverse hydraulic impact exists at road crossings, structures and representative cross sections. If an adverse hydraulic impact exists, Design adverse impact mitigation measures (detention, mitigation, etc.) adjacent to the crossing to mitigate the adverse impact.

F. Permitting
    a. Floodplain development permit
        i. Prepare a floodplain development permit application for the CITY. Submit application and meet with floodplain development officer. Respond to City comments until permit is obtained. It is assumed an approved Conditional Letter of Map Revision (CLOMR) from FEMA is not required to obtain the floodplain development permit because during schematic design, a rise in the 100-year water surface elevation was not calculated.
    b. City Development Permit
        i. Respond to City comments on detention analysis.

<u>Deliverables:</u>

i. Hydrology and Hydraulics Design Report
ii. Floodplain Development Permit Application

Task 9 – Traffic Analysis

A. Roundabout Analysis Lane Recommendations. PROFESSIONAL will perform roundabout lane analysis to determine if one (1) or two (2) lanes are needed for north and south bound lanes. Sidra software

will be used for this analysis. Intersections include the following:

i. Taylor Renee Dr
ii. Trimmier Rd
iii. Whitis Parkway

B. PROFESSIONAL will also prepare a VISSIM model for each roundabout.
C. Data collection for three (3) 24-Hour turning movement count locations. Traffic Counts will be collected while school is in session
D. Prepare a Draft Technical Memorandum with summary of findings and recommendations. Perform QAQC for the Technical Memorandum. Prepare a Final Technical Memorandum with summary of findings and recommendations
E. Rectangular Rapid Flashing Beacon Design. (3 roundabouts) A rectangular rapid flashing beacon with pedestrian push buttons design shall be produced for each approach to the multilane roundabout (up to 4 approaches). The intersections to be included in pedestrian crossing design are:
    a. Taylor Renee Dr
    b. Trimmier Rd
    c. Whitis Parkway
F. Flashing Beacon equipment utilized in the design will be to City of Killeen / TxDOT standards and specifications. Rapid Flashing Beacons will be solar powered.

Deliverables:

i. Traffic memo

Task 10 – Public Outreach

A. Public Engagement
    a. PROFESSIONAL will develop a Public Involvement Plan that will include tools and strategies for engaging the public that align with the CITY's approach to public communications. PROFESSIONAL will assist the CITY and the project team with stakeholder and property owner communications throughout the project. Communications could include phone or email correspondence with the public and specific stakeholders or property owners to communicate project changes and progress as needed. Additionally, PROFESSIONAL will update and maintain the existing database. Updates will include stakeholder communication logs; emails will be collected when possible. The project website, hosted by the CITY, and general project materials will be updated to reflect project progress and next steps. Finally, email updates will be sent out to keep the public updated on the project's progress.
B. Virtual Property Owner and Stakeholder Meetings
    a. PROFESSIONAL will plan and facilitate up to ten (10) virtual meetings with major stakeholders and large property owners. Meetings could include large landowners and those with the highest right-of-way impact including Killeen, Bell County, Harker Heights, emergency services, and Killeen ISD leadership.
C. Public Meeting
    a. PROFESSIONAL will plan, schedule, conduct and facilitate up to 1 NEPA compliant public meeting to share project updates and design improvements with and collect feedback from the community. It is anticipated that the public meeting will be held at Chaparral High School

along the project limits. PROFESSIONAL will develop and distribute promotion materials such as official notices, fliers, email announcements, social media, media release, and ads. Additionally, PROFESSIONAL will hold and participate in meeting rehearsals and facilitate the public meeting. PROFESSIONAL will develop meeting materials and provide Spanish translation as needed.

Deliverables:

i. Public involvement plan
ii. Stakeholder communications and log
iii. Update website (up to 3 times)
iv. Public meeting promotion materials
v. Public meeting materials
vi. Public meeting summary report and comment response matrix

Task 11 – Design

A. PROFESSIONAL will design ultimate section (four-lane divided or five-lane undivided) based on the schematic level designs
B. PROFESSIONAL will collect relevant project data (such as contour data, aerial imagery, and record drawings) from CITY and other available sources.
C. PROFESSIONAL will provide 60% design services to the CITY with the following design plans. All information listed will be provided on the design plans:

GENERAL

- COVER SHEET
- INDEX OF SHEETS
- PROJECT LAYOUT AND SURVEY CONTROL DATA
- HORIZONTAL ALIGNMENT DATA
- TYPICAL SECTIONS
- RIGHT OF WAY AND EASEMENT PLAN
- GENERAL NOTES
- SUMMARY SHEETS
- EXISTING UTILITY LAYOUT

CONSTRUCTION PHASING

- CONSTRUCTION PHASING NARRATIVE
- DETOUR PLANS

ROADWAY

- REMOVAL PLANS
- ROADWAY KEY MAP
- ROADWAY PLAN AND PROFILE
- SIDESTREET PLAN AND PROFILE
- ROUNDABOUT LAYOUT
- FENCING PLAN
- ROADWAY SPECIAL DETAILS

RETAINING WALL

- RETAINING WALL KEY MAP
- RETAINING WALL PLAN AND PROFILE

DRAINAGE

- DRAINAGE KEY MAP
- DRAINAGE AREA MAPS AND CALCULATIONS SHEETS FOR SEVEN MINOR CROSSINGS AND TWO CULVERT CROSSINGS
- HYDRAULIC IMPACT ASSESSMENT
- FLOODPLAIN GRADING PLAN AND SECTION (MAJOR CROSSING AT STA 67+00)
- DETENTION POND GRADING AND PROFILE VIEW
- DETENTION POND TYPICAL SECTION AND SECTION VIEW SHEETS
- DETENTION POND TYPICAL DETAILS
- DETAIL SHEET FOR POND OUTFALL ENERGY DISSIPATION, SCOUR PROTECTION
- CULVERT PLAN AND PROFILE
- ROADSIDE DITCH PLAN AND PROFILE
- STORM DRAIN TRUNKLINE PLAN AND PROFILE

TRAFFIC SIGNAL

- EXISTING INTERSECTION LAYOUT
- PROPOSED SIGNAL LAYOUT
- TRAFFIC SIGNAL INTERSECTION QUADRANT DETAILS

ILLUMINATION

- ILLUMINATION LAYOUT

PAVEMENT MARKING AND SIGNAGE

- PAVEMENT MARKING AND SIGNAGE PLAN

UTILITY ADJUSTMENTS

- UTILITY ADJUSTMENT PLAN

LANSCAPING / IRRIGATION

- LANDSCAPING AND IRRIGATION PLAN

CROSS SECTIONS

- CROSS SECTIONS

D. After review and approval of the 60% Design by the CITY and TxDOT, the PROFESSIONAL will provide 90% Design services.

E. PROFESSIONAL will provide 90% Design services by progressing, updating, or revising the plans listed in the 60% design submittal and the additional design plans:

GENERAL

CONSTRUCTION PHASING

- CONSTRUCTION PHASING TYPICAL SECTIONS
- CONSTRUCTION PHASING PLANS
- CITY/TXDOT STANDARDS

ROADWAY

- DRIVEWAY PROFILES
- ROUNDABOUT ALIGNMENT PLAN
- ROUNDABOUT GRADING PLAN

- ROUNDABOUT JOINTING PLAN
- ROUNDABOUT PROFILES
- CITY/TXDOT STANDARDS

RETAINING WALL

- RETAINING WALL SPECIAL DETAILS
- CITY/TXDOT STANDARDS

DRAINAGE

- STORM DRAIN LATERAL PLAN AND PROFILE
- CITY/TXDOT STANDARDS

TRAFFIC SIGNAL

- TRAFFIC SIGNAL SUMMARY
- CHANNEL ASSIGNMENT DIAGRAM
- TRAFFIC SIGNAL SIGNAGE PLAN
- RRFB LAYOUT
- CITY/TXDOT STANDARDS

ILLUMINATION

- CITY/TXDOT STANDARDS

PAVEMENT MARKING AND SIGNAGE

- SUMMARY OF SMALL SIGNS
- CITY/TXDOT STANDARDS

UTILITY ADJUSTMENTS

- CITY/TXDOT STANDARDS

LANSCAPING / IRRIGATION

- CITY/TXDOT STANDARDS

EROSION CONTROL

- EROSION CONTROL PLAN
- CITY/TXDOT STANDARDS

CROSS SECTIONS

F. After review and approval of the 90% Design by the CITY and TxDOT, PROFESSIONAL will provide 100% Design services.
G. PROFESSIONAL will provide 100% design services by progressing, updating, or revising the plans listed in the 60% and 90% design submittals.
H. PROFESSIONAL will develop an opinion of probable construction cost (OPCC) based on each design submittal. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by PROFESSIONAL, bid results from previous CITY projects of similar type, and professional experience and engineering judgement.
I. PROFESSIONAL will prepare construction specifications documents utilizing CITY and TxDOT standard documents for the 90% and 100% Design.
J. PROFESSIONAL will conduct QC/QA and constructability review of the design deliverables for each submittal.
K. PROFESSIONAL will attend one (1) post-submittal meeting with CITY after each submittal.

L. For each submittal, PROFESSIONAL will provide CITY with a PDF copy of deliverables.
M. Cross sections will be cut every 100'.

Deliverables:

i. 60%, 90%, and 100% Design Plans
ii. 60%, 90%, and 100% Opinion of Probable Construction Costs (OPCC)
iii. 90% and 100% Construction Specifications
iv. QC/QA Documentation

Task 12 – Bid Phase Services

A. PROFESSIONAL will provide the CITY with bid documents including: bid schedule, drawings, and project specification documents.
B. PROFESSIONAL will host and upload, or post, all bid documents to online bidding site.
C. PROFESSIONAL will provide a copy of the Notice to Bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications will be paid by CITY.
D. PROFESSIONAL will attend one (1) pre-bid meeting and assist to create a pre-bid meeting agenda.
E. Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to CITY, if necessary. PROFESSIONAL will upload addenda to online bidding site.
F. PROFESSIONAL shall assist in the tabulation and review of all bids received for the construction of the improvements and shall make recommendations for award to the CITY.
G. Furnish CITY with issued for construction sets including four (4) copies of half size (11"x17") drawings, four (4) copies of the project specifications, and PDF copy of the above items.

Deliverables:

i. Pre-bid meeting agenda
ii. Addenda for bid documents
iii. Recommendation for award

Task 13 – Geotechnical Engineering

The proposed geotechnical scope of work for the project will consist of field exploration with exploratory core borings, laboratory testing on recovered samples, engineering analysis, and reporting, as presented below.

A. Task 1 – Field Exploration
    a. The field exploration will include borings along the existing and proposed right-of-way. The PROFESSIONAL design team previously developed a design schematic drawing that includes proposed plan view and profile grades along the roadway. This schematic has been used to select boring locations. Table 12-1 presents boring locations and approximate stations along the roadway with a general purpose for each boring.

Table 12-1. Proposed Borings Along Chaparral Road

Boring	Approximate Station	Purpose	Depth, ft	Traffic Control
2501	17+00	Road	20	Yes
2502	26+25	Road	20	Yes
2503	35+75	Road, Culvert A, Detention Pond	20	Yes
2504	45+00	Road, Culvert B, retain wall 7' max	20	Yes
2505	54+10	Road, Roundabout, retain wall 10' max	20	Yes
2506	61+00	Road	20	Yes
2507	66+50	Road, Culvert C, retaining walls 7'-9'	25	Yes
2408	78+00	Road, Roundabout	20	Yes
2509	83+75	Road, Roundabout	20	Yes
2510	92+00	Road, Roundabout	40	Yes
2511	109+00	Road, Detention Pond, Culvert E	40	Yes
2512	124+50	Road	20	Yes
2513	156+50	Road	20	No*

*Where traffic control is not needed, bulk samples can be obtained.

b. The proposed boring locations are shown upon the design schematic which is in the project proposal file.

c. Select and mark 13 boring locations and notify Texas 811, appropriate CITY department(s) and other agencies to request location and marking of existing underground utilities prior to the field exploration.

d. PROFESSIONAL will provide traffic control during the core drilling for the borings located within the existing roadway or existing right-of-way.

e. PROFESSIONAL will drill a total of 13 borings to depths of 20 to 40 feet depending upon the location. Samples will be collected intermittently using continuous or hollow stem auger and either split-spoon or tube samplers. Rock and rock-like materials if encountered will be tested insitu using a TxDOT Cone Penetration Test or cored with NX sized core barrel, as appropriate for the material. Bulk samples will be obtained at boring location 2513 where the roadway in front of Chaparral High School has not been constructed. At completion, the boreholes will be backfilled with auger cuttings/bentonite hole plug and the pavement surface patched (where applicable); the boring off the existing road will be backfilled with auger cuttings/bentonite hole plug. Note: Core borings will be drilled along the existing ROW. Presently no borings are planned to be drilled in proposed detention areas since these basins will be relatively shallow (3-4 feet) and are outside the existing ROW where PROFESSIONAL does not presently have right-of-entry permission.

f. PROFESSIONAL will provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

B. Task 2 – Laboratory Testing
    a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. PROFESSIONAL will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by PROFESSIONAL.
    b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
        i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
        ii. Moisture content
        iii. Dry unit weight
        iv. Unconfined compressive strength
        v. One-dimensional swell (restrained)
        vi. Triaxial tests – consolidated undrained with pore pressure measured.
        vii. Soluble sulfate content
        viii. California Bearing Ratio test (CBR) for pavement design (subgrade strength)
        ix. Lime series, pH

C. Task 3 – Engineering Analysis
    a. Prepare a Geotechnical Report to include:
        i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
        ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
        iii. Provide geotechnical design recommendations for support of the culverts.
        iv. Provide lateral earth pressures for the retaining walls and culverts as appropriate.
        v. Provide allowable bearing pressures for the retaining walls supported upon footings. The footing retaining walls will be relatively short (10 feet maximum height). Global stability calculations will be performed depending upon the subsurface conditions encountered. If slope stability calculations are performed, shear strengths for the subsurface materials will be estimated using the results from the soil classification tests and published correlations.
        vi. Perform global stability analysis for MSE walls as appropriate.
        vii. General discussion of expected construction related issues.
        viii. Field borings will be drilled along the existing ROW near the proposed detention ponds. Field borings are not planned to be drilled on private property at the detention ponds. A general discussion regarding pond depths and side slopes will be provided but detailed slope stability calculations are not included.
        ix. Earthwork related recommendations for use during development of plans and specifications.
        x. Design traffic volumes and the pavement thickness calculations will be performed by PROFESSIONAL. This will include subgrade treatment and selected material types for flexible pavement sections.

Deliverables:

i. Geotechnical memorandum
ii. Pavement section recommendation

Task 14 – TxDOT Coordination

A. PROFESSIONAL will conduct and document up to four (4) project meetings with TxDOT.
B. PROFESSIONAL will prepare and submit a Design Summary Report (DSR) to TxDOT.
C. Based on the design submittal and in accordance with TxDOT requirements, the PROFESSIONAL will prepare and submit the following documents:
    a. TxDOT Fort Worth District General Notes
    b. Contract Time Estimate
    c. Specification List
    d. Estimated Construction Cost
    e. Form 1002 – P. S. & E. Transmittal Data
    f. Form 2229 - Significant Project Procedures
    g. Utility Certifications
    h. Railroad Certifications
    i. Encroachment Certifications
    j. Right-of-Way Certifications
    k. Relocation Certifications
    l. Project Manual
    m. Local Government Project - Plan Development Review Checklist
    n. Performance Timeline
    o. Construction Summary Estimate
D. PROFESSIONAL will assist CITY in executing one (1) Advanced Funding Agreement (AFA) amendment with TxDOT. Any additional AFA's or AFA amendments will be considered an additional service.
E. PROFESSIONAL will submit the 60% plan set to TxDOT.
F. PROFESSIONAL will coordinate with TxDOT as needed to confirm project design meets TxDOT standards and requirements.
G. This contract assumes the project will be locally let.

Deliverables:

i. Draft Amended Advanced Funding Agreement (AFA)
ii. Draft TxDOT documents listed above

Task 15 - Franchise Utility Coordination

A. Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, and conflict assessment and analysis. Utility coordination activities will be in accordance with the Texas Administrative Code (TAC) standards. There are eight (8) utilities anticipated along the approx. 2.5-mile project corridor, including Central Texas

WSC (CTWSC), Bell County WCID (BCWCID), Bartlett Electric Cooperative (BEC), Brightspeed, City of Killeen, Oncor, Spectrum, and Unite Private Networks (UPN).

B. Utility coordination during design phase will include the following tasks:
    a. Develop Utility Contact List: PROFESSIONAL will establish contact with existing utility companies within and adjacent to the project area and create a utility contact list. This list will be maintained throughout the project.
    b. Initial Project Notification Contact: PROFESSIONAL will notify all known utility owners within and adjacent to the project site.
    c. Utility Layouts: PROFESSIONAL will maintain a rough layout of proposed utility locations to better communicate with utility owners
    d. Conflict Assessment: PROFESSIONAL will utilize the existing utility layout provided by SUE to perform a conflict assessment to determine utility conflicts within the proposed roadway alignment. This assessment will be provided at 60%, 90%, and 100% submittals.
    e. TxDOT Coordination: PROFESSIONAL will coordinate with TxDOT for utilities located within SH 195 ROW.
    f. Individual Utility Meetings: PROFESSIONAL will hold (3) individual meetings with each utility prior to the 60%, 90%, and 100% submittals to discuss the updated project alignment and any correlating new and/or removed conflicts.
    g. Utility Schedule and Sequencing: PROFESSIONAL will review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility.
    h. Utility Agreements: PROFESSIONAL will coordinate with reimbursable utility owners to prepare and execute utility agreements (up to 2). CITY to provide standard utility agreement forms.
    i. Utility Certifications: PROFESSIONAL will prepare utility certifications for project bidding and identify anticipated utility clearance dates.
    j. Coordinate on a regular basis with CTWSC to check whether their relocation designs conflict with the Chaparral Road design.

C. Utility coordination during utility relocation phase will include the following tasks:
    a. Utility Follow Ups: PROFESSIONAL will follow up with each utility post permit approval to confirm the relocation is complete. PROFESSIONAL assumes bi-weekly follow-ups with each utility up to six (6) months post permit approval.
    b. Utility Field Meetings: PROFESSIONAL will meet with utilities in the field to discuss relocation efforts and confirm relocation is complete when necessary. PROFESSIONAL assumes up to four (4) field meetings total.

<u>Deliverables:</u>

i. Utility contact list
ii. Utility conflict assessment
iii. Meeting minutes from utility coordination meetings
iv. Utility certifications
v. Utility agreements (up to 2)

Task 16 – Land Acquisition Services

A. Metes and Bounds Descriptions
    a. PROFESSIONAL will research property ownership, adjoining parcels and ROW Information along Chaparral Road and private/public properties affected by the proposed alignment (Estimated 90 parcels)
    b. A field survey will be performed in accordance with and meeting the requirements of the Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 1A – Condition 3 (Suburban) – Land Title Survey and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.
    c. PROFESSIONAL will create a Deed / Abstract Map based on records collected, of the parcels and the adjoining tracts.
    d. Based on the Deed Map created, PROFESSIONAL will mobilize a field survey crew to the site and locate property corners necessary to establish the boundary of the parcels within the project limits and stated ROW's.
    e. Based on the field survey and data collected, PROFESSIONAL will create a survey sketch and metes and bounds description of each of the Right-of-Way, Drainage Easement, and Temporary Construction Documents requested.
    f. PROFESSIONAL estimates the documents to be drafted as nineteen (19) Right-of-Way documents, twenty six (26) TCE documents, twenty-four (24) Drainage Easements, and fifty-three (53) Right-of-Way and TCE documents, for a total of one-hundred twenty two (122).
    g. PROFESSIONAL assumes that Right-of-Way parcels that require TCEs can be combined into a single document.
    h. PROFESSIONAL will create Right-of-Way sheets (11"x17") for the project limits. Approximately 12 sheets.
    i. Each property description and sketch will be signed and sealed by a Texas Registered Professional Land Surveyor.
    j. The following surveyor's certificate will be used on the survey drawing:
        i. IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON [INSERT DATE OF SURVEY], AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 3 SUBURBAN SURVEY.
    k. PROFESSIONAL will monument the limits of each parcel created, as required by Texas Board of Professional Engineers and Land Surveyors minimum requirement for Boundary Surveying.
    l. PROFESSIONAL will provide all deliverables in AutoCAD Civil 3D 2018 or MicroStation digital format, unless requested at beginning of the project to be another format.
    m. This includes 1 revision to the description and sketch. If any additional revisions are needed to do changes in the alignment or other reason per CITY request will be handled on a Time and Materials Basis or separate Scope and Fee.

B. The CITY has real estate impacts associated with the Chaparral Road project which will include

appraisal and real estate acquisition services. PROFESSIONAL shall provide a variety of services to support the CITY in execution of the project including appraisal and land rights acquisition services. PROFESSIONAL's services may also include, as directed by CITY, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

C. PROFESSIONAL shall render the following professional services in connection with the development of the Project:
    a. Pre-Acquisition Services for 79 Parcels
        i. Research preliminary ownership and county tax information.
        ii. Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations and environmental services.
    b. Title Services for 79 Parcels
        i. Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
        ii. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.
        iii. Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by CITY will be required for any exceptions to coverage.
        iv. Attend closings and provide closing services in conjunction with Title Company for all tracts.
        v. Record all original instruments immediately after closing at the respective County Clerk's Office.
    c. Appraisal Services and Appraisal Review for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)
        i. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
        ii. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
        iii. Finalize complete appraisal report for each parcel. These reports shall conform to the CITY's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
        iv. All completed appraisals will be administratively reviewed and approved by the CITY.
        v. Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.
        vi. Have 2nd appraiser perform a review of appraisal to meet all funding requirements.
    d. Negotiation Services for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)
        i. Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
        ii. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of

liens, waiver of lienholders and clear any title, if PROFESSIONAL staff cannot cure title through standard practices, the CITY will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).

iii. Prepare the initial offer letter and any other documents required or requested by the CITY in an acceptable form.

iv. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

v. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.

vi. Respond to property owner inquiries verbally and/or in writing within two business days.

vii. Prepare a separate negotiator contact report for each parcel file for each contact.

viii. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.

ix. Present counteroffers in a form as directed by the CITY. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.

x. Prepare second and final offer letter as necessary.

e. Acquisition/Closing Services for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)

i. Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.

ii. Transport any documents to the CITY and landowner for signatures.

iii. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.

iv. Review Title Policy and provide to CITY for permanent storage.

f. Project Administration for 79 Parcels/Transactions (In Fee and/or Easement Acquisition)

i. Maintain current status reports of all parcel and project activities.

ii. Provide bi-weekly update reports to CITY (if requested).

iii. Participate in up to 10 project review meetings as requested, all additional meetings will be charged on a per hour basis.

iv. Copy designated CITY representative on all property owner correspondence, as requested.

v. Maintain copies of all correspondence and contacts with property owners.

vi. Update database with current status information and documentation.

vii. Condemnation Support Services are not included in the Basic Scope of Services.

Deliverables:

i. Right of entry documents for up to 79 parcels
ii. Preliminary title commitments and title insurance for up to 79 parcels
iii. Appraisal reports for up to 79 parcels
iv. Initial offer letter for up to 79 parcels
v. Second and final offer letter (as necessary) for up to 79 parcels
vi. Records of all correspondence with property owners

Task 17 – TDLR/RAS Services

PROFESSIONAL is to provide the following Accessibility Plan Review/Inspection Services:

A. Provide permitting support for the CITY and prepare plan layouts for Americans with Disabilities Act (ADA) and Texas Department of Licensing and Regulation (TDLR) compliant sidewalks, curb ramps, pedestrian push buttons, and crosswalks.
B. Retain the services of a TDLR Registered Accessibility Specialist (RAS) plan reviewer approved by the CITY. PROFESSIONAL will be compensated for the TDLR registration and RAS reviewer costs by the CITY as a reimbursable expense.
C. Consult the Registered Accessibility Specialist for any accessibility design issues/questions that arise.
D. Complete and submit the plan review forms and paperwork during the design phase as required by TDLR. PROFESSIONAL will be compensated for the TDLR registration and RAS reviewer costs by the CITY as a reimbursable expense.
E. Coordinate with the RAS reviewer to complete the required plan review after the 100% submittal.
F. This amendment will not cover the cost of construction inspection services. That effort will be included in a future amendment.

Deliverables:

i. Planset for RAS review
ii. Register project through TDLR
iii. RAS reviewer comments

Task 18 – Contingency

This task include contingency funds for use if additional services are needed. This task shall not be used without written consent from the CITY.

ADDITIONAL SERVICES

Additional Services to be performed by PROFESSIONAL, if authorized by CITY, which are not included in the above described services, are described as follows:

A. Design or analysis services beyond 100% submittal.

B. Design or analysis services for any improvements east or south of Chaparral High School.

C. Phased/Interim roadway or drainage design. This amendment will only include design of ultimate conditions.

D. Construction phase services.

E. RAS construction inspection services.

F. Construction materials testing.

G. Additional endangered species surveys aside from the species stated above.

H. Preparation of a formal written request for USACE authorization under a letter of permission procedure, or a standard individual Section 404 permit application.

I. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.

J. Expert representation at legal proceedings or at contested hearings.

K. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).

L. Providing renderings, model, and mock-ups requested by the CITY.

M. Assisting CITY in claims disputes with Contractor(s).

N. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by PROFESSIONAL on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

O. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

P. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

Q. GIS mapping services or assistance with these services.

R. Site visits and meetings in excess of the number of trips included.

S. Investigations, analyses, and studies requested by the Contractor and approved by the CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications.

T. Providing irrigation or landscape design services for any areas apart from the roundabouts and approaching raised medians.

U. Providing the designated deliverables at an accelerated timeline other than the schedule originally agreed upon between PROFESSIONAL and CITY.

V. Creation and submittal of a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR).

W. Grant administration.

X. Noise workshop and sound wall design.

Y. Condemnation Support Services (eminent domain, prepare condemnation package, testify as an expert witness in eminent domain proceedings, complex appraisals, etc.).

Z. More than two appraisals/offers per parcel.

AA. Water and/or sanitary sewer design for any utilities owned by Central Texas Water Supply. Central Texas Water Supply has decided to design any relocations in house.

SHEET LIST SUMMARY

SHEET NAME	**TOTAL NUMBER OF SHEETS**
GENERAL	
COVER SHEET	1
INDEX OF SHEETS	2
PROJECT LAYOUT AND SURVEY CONTROL DATA	4
HORIZONTAL ALIGNMENT DATA	6
TYPICAL SECTIONS	6
RIGHT OF WAY AND EASEMENT PLAN	4
GENERAL NOTES	2
SUMMARY SHEETS	4
EXISTING UTILITY LAYOUT	11
CONSTRUCTION PHASING	
CONSTRUCTION PHASING NARRATIVE	1
CONSTRUCTION PHASING TYPICAL SECTIONS	2
CONSTRUCTION PHASING PLANS	33
DETOUR PLANS	6
CITY/TXDOT STANDARDS	20
ROADWAY	
REMOVAL PLANS	11
ROADWAY KEY MAP	4
ROADWAY PLAN AND PROFILE	22
SIDESTREET PLAN AND PROFILE	10
ROUNDABOUT LAYOUT	3
ROUNDABOUT ALIGNMENT PLAN	15
ROUNDABOUT GRADING PLAN	3
ROUNDABOUT JOINTING PLAN	3

ROUNDABOUT PROFILES	27
DRIVEWAY PROFILES	24
FENCING PLAN	11
ROADWAY SPECIAL DETAILS	4
CITY/TXDOT STANDARDS	20
RETAINING WALL	
RETAINING WALL KEY MAP	4
RETAINING WALL PLAN AND PROFILE	8
RETAINING WALL SPECIAL DETAILS	2
CITY/TXDOT STANDARDS	5
DRAINAGE	
DRAINAGE KEY MAP	4
DRAINAGE AREA MAPS	6
DRAINAGE CALCULATION SHEETS	8
FLOODPLAIN GRADING PLAN AND SECTION	4
DETENTION POND GRADING AND PROFILE VIEW	6
DETENTION POND TYPICAL SECTION AND SECTION VIEW	3
DETENTION POND TYPICAL DETAILS	2
POND OUTFALL ENERGY DISSIPATION, SCOUR PROTECTION	3
CULVERT PLAN AND PROFILE	7
ROADSIDE DITCH PLAN AND PROFILE	22
STORM DRAIN TRUNKLINE PLAN AND PROFILE	30
STORM DRAIN LATERAL PLAN AND PROFILE	12
CITY/TXDOT STANDARDS	30
TRAFFIC SIGNAL	
EXISTING INTERSECTION LAYOUT	3
PROPOSED SIGNAL LAYOUT	3
TRAFFIC SIGNAL INTERSECTION QUADRANT DETAILS	12
TRAFFIC SIGNAL SUMMARY	6
CHANNEL ASSIGNMENT DIAGRAM	3
TRAFFIC SIGNAL SIGNAGE PLAN	3
RRFB LAYOUT	3
CITY/TXDOT STANDARDS	12
ILLUMINATION	
ILLUMINATION LAYOUT	11
CITY/TXDOT STANDARDS	6

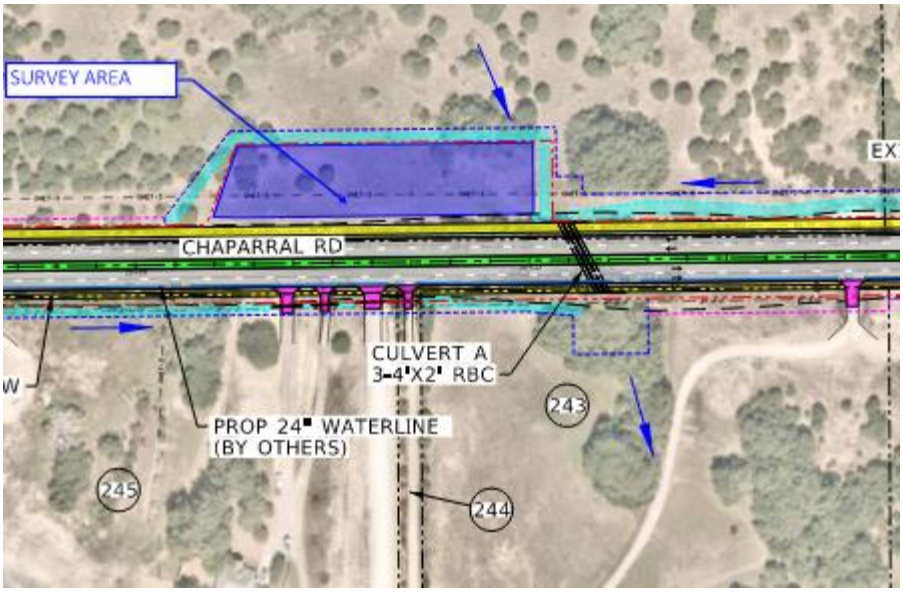
PAVEMENT MARKING AND SIGNAGE	
PAVEMENT MARKING AND SIGNAGE PLAN	11
SMALL SIGN SUMMARY	4
CITY/TXDOT STANDARDS	10
UTILITY ADJUSTMENTS	
UTILITY ADJUSTMENT PLAN	11
CITY/TXDOT STANDARDS	6
LANDSCAPING / IRRIGATION	
LANDSCAPE AND IRRIGATION PLAN	23
CITY/TXDOT STANDARDS	4
EROSION CONTROL	
EROSION CONTROL PLAN	11
CITY/TXDOT STANDARDS	8
CROSS SECTIONS	
CROSS SECTIONS	75
TOTAL NUMBER OF PLANSHEETS	**640**

FEE SUMMARY

Task No.	Task Description	Basic/Special*	Amendment #2	Original Contract + Amendment #1 + Amendment #2
Task 1	Design Management	Basic	$289,308	$386,328
Task 2	*Alignment Study (Closed)*	*Basic*	*$0*	*$32,900*
Task 3	Funding Application	Basic	$242,557	$372,033
Task 4	*Schematic Design (Closed)*	*Basic*	*$0*	*$363,890*
Task 5	Environmental Assessment	Basic	$318,206	$532,576
Task 6	Subsurface Utility Engineering	Basic	$87,135	$228,185
Task 7	Survey	Basic	$43,293	$256,163
Task 8	Hydrologic and Hydraulic Analysis	Basic	$237,832	$421,812
Task 9	Traffic Analysis	Basic	$65,142	$114,952
Task 10	Public Outreach	Basic	$127,056	$231,116
Task 11	Design	Basic	$2,029,072	$2,029,072
Task 12	Bid Phase Services	Basic	$31,205	$31,205
Task 13	Geotechnical Engineering	Basic	$128,813	$128,813
Task 14	TxDOT Coordination	Special	$13,844	$13,844
Task 15	Franchise Utility Coordination	Special	$41,392	$41,392
Task 16	Land Acquisition Services	Special	$2,590,698	$2,590,698
Task 17	TDLR/RAS Services	Special	$5,591	$5,591
Task 18	Contingency	Special	$100,000	$100,000
Basic Services Total			$3,599,619	$5,129,045
Special Services Total			$2,751,525	$2,751,525
Grand Total			**$6,351,144**	**$7,880,570**

*Note: Basic services shall be charged as lump sum and special services shall be charged as Cost Plus Maximum.

EXHIBIT B - ADDITIONAL SURVEY LOCATIONS



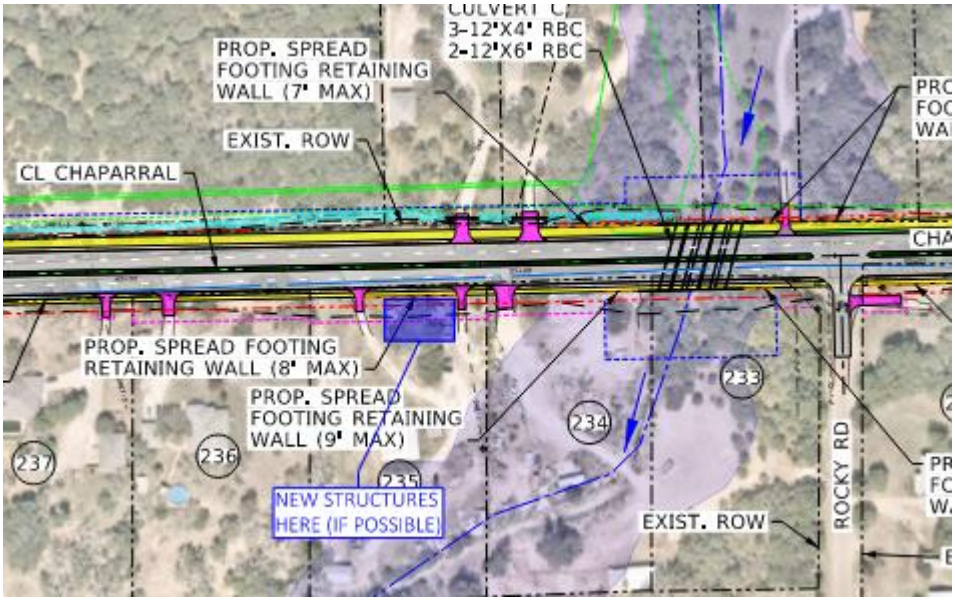
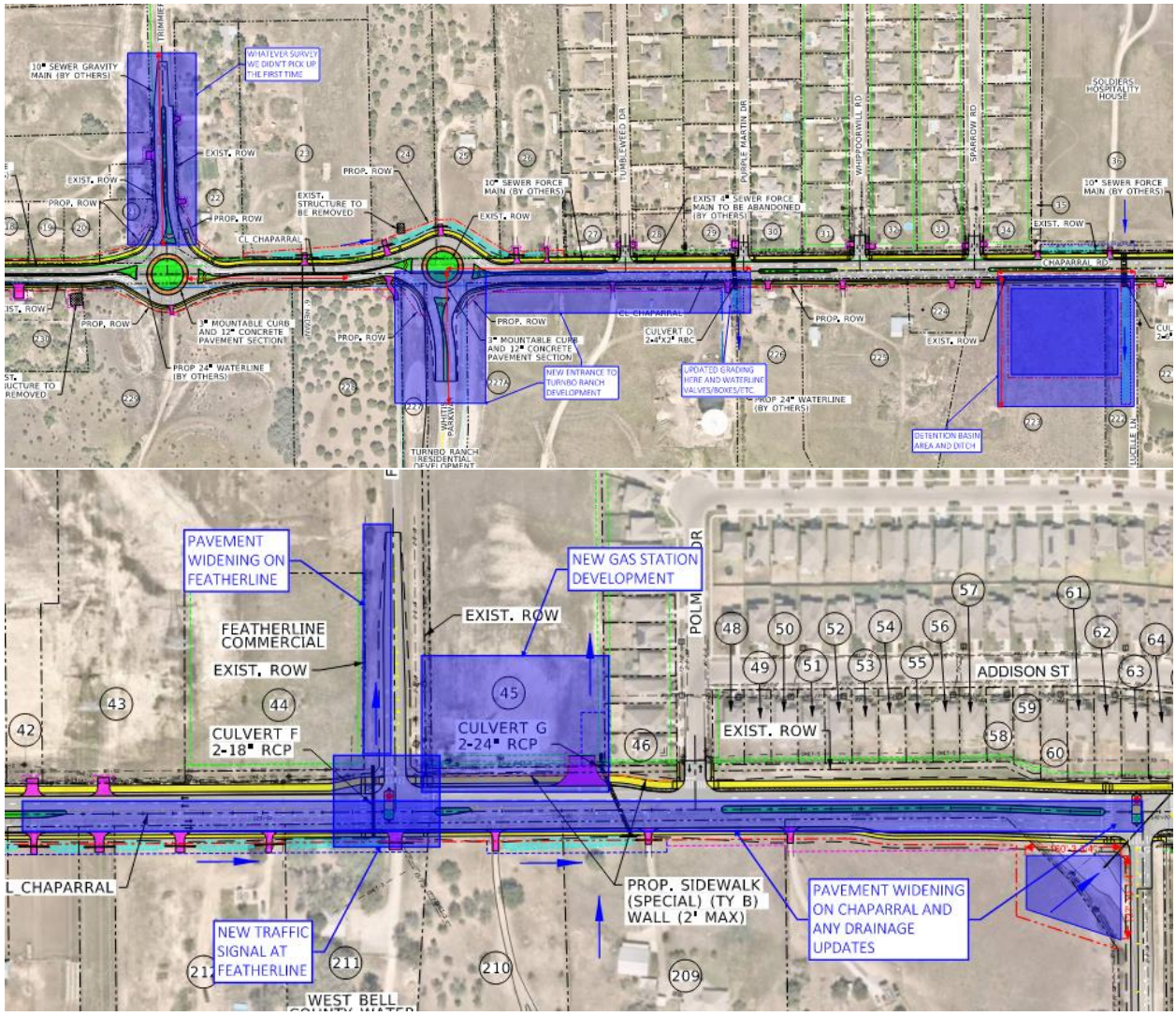


EXHIBIT B - ADDITIONAL SURVEY LOCATIONS



CONTRACT AMENDMENT NO. 2 WITH FRIESE AND NICHOLS FOR THE FINAL DESIGN OF THE CHAPARRAL PHASE 1 PROJECT

RS-25-171

October 21, 2025

Background

- In 2019, the City of Killeen, City of Harker Heights, KISD, and Bell County entered into a Memorandum of Understanding (MOU) for the Chaparral Roadway Widening Project
- In 2020, the City applied for construction funding through the Killeen-Temple Metropolitan Planning Organization (KTMPO) and was awarded $12,880,000.
- FY 2022, the Capital Improvement Plan included the Chaparral Roadway Widening Project.
- On September 27 2022, the City Council approved replacing the MOU with an Interlocal Agreement (ILA) between the City of Killeen, Harker Heights, and Bell County for the Chaparral Roadway Widening Project.

Background

- On October 18, 2022, the City Council approved a professional services agreement (PSA) with Freese and Nichols for the schematic design of the Chaparral Roadway Widening project, in the amount of $1,485,240.00
- The schematic design in Amendment No. 1 included
  - Reviewing of three proposed alignments
  - TXDOT coordination as part of the National Environmental Policy Act (NEPA) process
  - Historical and Environmental Reviews
  - Preliminary roadway, drainage, and intersection designs.

Background

- During the schematic process it was decided to split the project into phases.
- Initial phases for the project were:
  - Phase 1: SH 195 to East Trimmier
  - Phase 2: East Trimmer to Stillhouse Lake Road (SH 3481)
- As the design progressed, working with KTMPO with funding, TXDOT environmental reviews and historical reviews, it was determined to change the limits of each phase to keep the project on schedule.

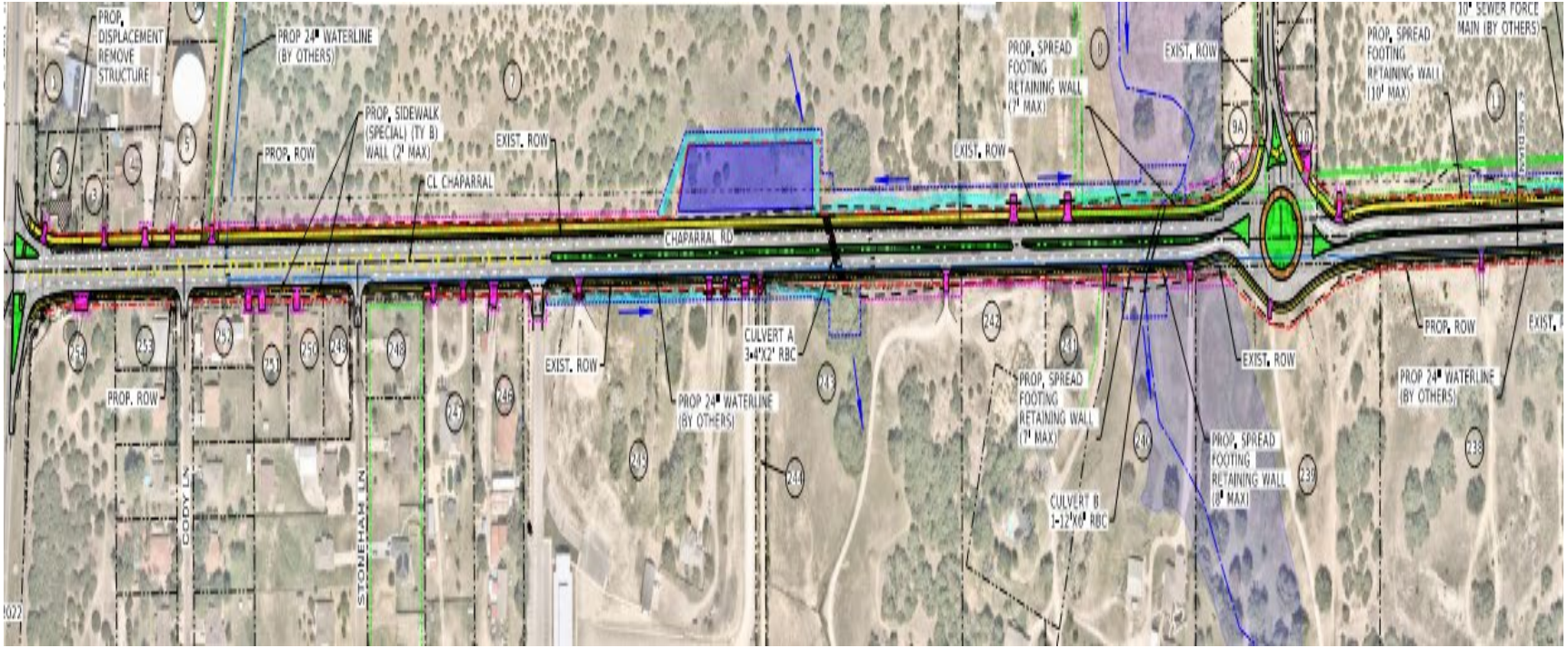
Background

- Final design phases are:
  - Phase 1a: SH 195 to Chaparral High School
  - Phase 1b: Chaparral HS to East Trimmier Road
  - Phase 2: East Trimmier Road to Stillhouse Lake Road
  - Phase 3: New Signal at Stillhouse Lake Road (Harker Heights)
- This Amendment No. 2 in the amount of $6,351,144.00, incudes final design for Phase 1a, and includes all design, right-of-way services, permitting, and grant application support.

Background

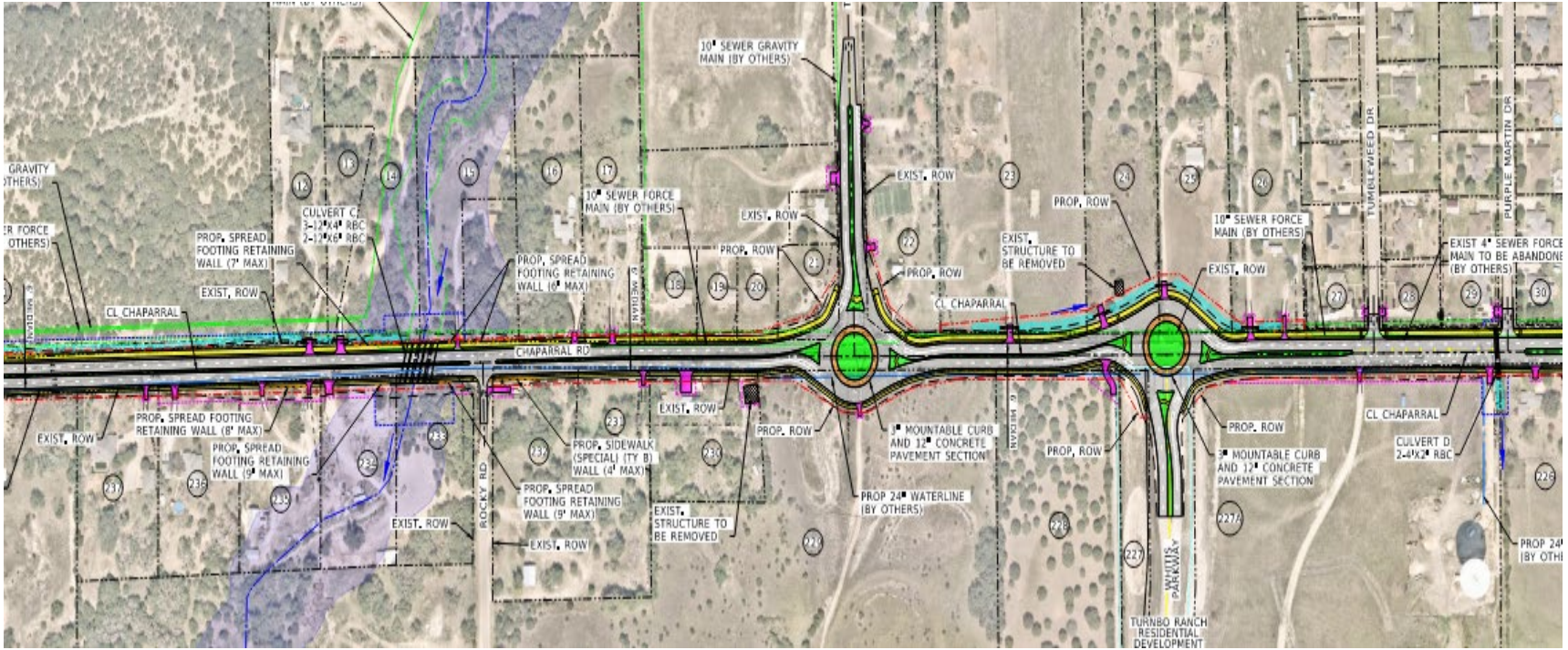
- The amendment will include
  - Final TXDOT Coordination
  - Final Roadway and Utility Design
  - Landscape Design
  - Right-of-Way Services
  - Preparation of Bid Documents and Final Plans
- Project schedule will complete the design and have a full bid set package in 2028. The project will be able to bid once construction funding has been allocated.

Project Limits: Phase 1a



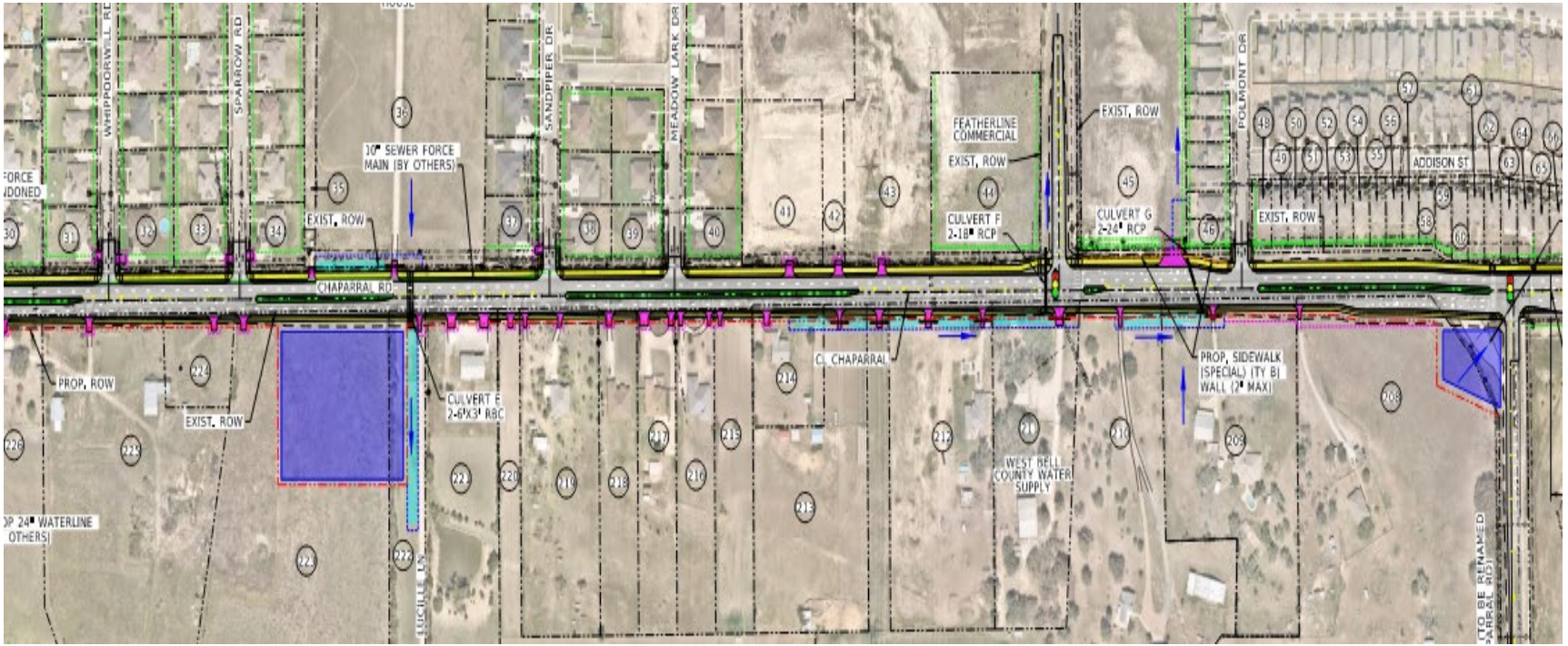
SH 195 to Taylor Renee Drive

Project Limits: Phase 1a



Taylor Renee Drive to Purple Martin Drive

Project Limits: Phase 1a



Purple Martin Drive to Chaparral High School

Recommendation

- City Council authorize the City Manager, or designee, to execute contract amendment no. 2 for the professional services agreement with Freese and Nichols for the final design and right of way services for Phase 1a of the Chaparral Road Widening Project in the amount of $6,351,144.00

City of Killeen

Staff Report

File Number: RS-25-172

Consider a memorandum/resolution authorizing the execution of an Easement Conveyance Agreement with BTM Holding, LLC to acquire additional permanent utility easement and temporary construction easement in exchange for two tracts totaling 0.3 acres for the Highway 195 Water Line and Ground Storage Tank Projects.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, City Engineer**

SUBJECT: **Authorize the execution of an Easement Conveyance Agreement with BTM Holding, LLC for the Highway 195 Water Line and Ground Storage Tank Projects**

BACKGROUND AND FINDINGS:

The 2025 Water and Wastewater Master Plan includes a project for the construction of a 1.5-million-gallon ground storage tank which will be located on a hill near Highway 195 and Tower Hill Lane. On January 21, 2025, City Council authorized the purchase of a 1.024-acre tract of land from Brightspeed of Texas, Inc., for the construction of the tank. Two small tracts within the 1.024-acre tract, with a total size of 0.3-acre, are not needed for the tank. These two tracts are adjacent to, and are surrounded by, a 177.645-acre tract owned by BTM Holding, LLC. Staff finds that these two tracts serve no public purpose, lack access to public roads, and cannot be used independently due to their shape, location, and small area.

In order to construct a necessary 24-inch watermain, associated with the Highway 195 Water Line Project, the City needs approximately 0.357-acre of additional permanent utility easement for a total of 1.783 acres and a temporary construction easement adjacent to an existing utility easement. The existing easement crosses the 177.645-acre tract owned by BTM Holding, LLC. Staff have negotiated BTM Holding, LLC, and determined that it is in the best interests to contract with each other to convey the new utility easement and a temporary construction easement in exchange for the two unusable tracts.

If approved, the City will deliver two special warranty deed for the two tracts discussed above conveying these properties to BTM Holding, LLC. As required by Section 145 of the City Charter, if authorized, the conveyance shall not be effective until thirty (30) days have elapsed from the date of this resolution.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to all State and City policies. Texas Local Government Code section 272.001(b)(1) authorizes the City to forgo the competitive bidding process and convey certain small sections of land to the abutting property owners for less than fair market value.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

N/A

Is this a one-time or recurring revenue/expenditure?

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee, to execute the Easement Conveyance Agreement with BTM Holding, LLC, in connection with the Highway 195 Water Line and Ground Storage Tank Projects and furthermore, authorize the City Manager, or designee, to execute and deliver all contracts, deeds, deeds of trust, filing, closing statements, and any and all additional documents necessary to complete the conveyance in accordance with this resolution.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Easement Conveyance Agreement
Utility Easement Agreement
Special Warranty Deed - 0.090 Acres
Special Warranty Deed - 0.211 Acres
Presentation

STATE OF TEXAS §
§
COUNTY OF BELL §

AGREEMENT

This Agreement, regarding the conveyance of a permanent utility easement across certain property ("**Agreement**"), is made and entered into by and between the CITY OF KILLEEN, TEXAS, a home-rule municipal corporation organized under the laws of Texas ("**City**") and BTM Holding LLC, owner(s) of certain real property ("**Owner**"); collectively the "**Parties**."

RECITALS

WHEREAS, pursuant to Chapter 271 of the Texas Local Government Code, the City is authorized to enter into agreements to acquire interest in real property;

WHEREAS, Owner owns in fee simple the property legally described as 177.645 acres of land, out of the Moses T. Marting Survey, Abstract No. 963 in Bell County, Texas as evidenced and more thoroughly described in the Warranty Deed recorded in Vol. 13330, Pg. 684, of the Real Property Records of Bell County, Texas, as Instrument No. 2023037443 (the "**Property**");

WHEREAS, City requires an easement upon and across said Property to install and maintain water and sewer mains ("**Easement**"), with said Easement being more thoroughly described in the attached Permanent Utility Easement Agreement;

WHEREAS, the City owns in fee simple two properties legally described as a 0.211-acre tract and a 0.090-acre tract both situated in the Moses T. Martin Survey, Abstract No. 963, and both being a portion of a called 1.024-acre tract of land described in a deed to the City of Killeen as recorded in Vol. 14195, Pg. 352, of the Real Property Records of Bell County, Texas, as Instrument No. 2025034374 (collectively, the "**City Properties**"), which are more thoroughly described in the survey and metes and bounds descriptions attached to Exhibits B & C.;

WHERE, the City Properties are adjacent to, and surrounded by the Property and the City finds they serve no public purpose, lack access to public roads, and cannot be used independently due to their shape, location, and small area; and

WHEREAS, the Parties have determined that it is in their best interests to contract with each other with regard to conveyance of the Easement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Term

A. This Agreement shall become effective upon execution by the City and Owner ("**Effective Date**") and shall automatically terminate upon (i) full performance by both Parties or (ii) by written agreement between the Parties.

B. The Parties fully understand that the term of this Agreement shall not affect the duration of the Easement, which shall run with the land in perpetuity.

II. Consideration

A. Owner, within 30 days of the Effective Date of this Agreement, shall sign and return the Permanent Utility Easement (attached as Exhibit A), thereby granting the Easement to the City.

B. City, within 30 calendar days of the Effective Date of this Agreement, shall issue to Owner two Special Warranty Deeds (attached as Exhibits B and C) conveying the City Properties to Owner.

C. Owner shall grant a temporary construction easement to City across the Property and the City Properties during construction of a water storage tank on adjacent City property. Said temporary construction easement will run so long as construction persists and will cease upon notification by the City of the completion of construction of the water storage tank.

III. Miscellaneous Provisions

A. Recitals. All the above recitals are hereby found to be true and are hereby incorporated into this Agreement as if fully set forth in their entirety.

B. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. There is no other collateral oral or written agreement among the Parties that in any manner related to the subject matter of this Agreement. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each party. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

C. Severability. The provisions of this Agreement are severable and, in the event that any portion of this Agreement is found to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected, and this Agreement will be construed as if it had never contained such invalid or unconstitutional provision.

D. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

E. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. In the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

(signature page follows)

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed on the date of each signature below. This Agreement shall be **EFFECTIVE** on the date of the last required signature.

CITY OF KILLEEN		**OWNER**	
Kent Cagle City Manager	Date	BTM Holding, LLC	Date

TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BELL §

1. **Grant of Easement.** That BTM Holding, LLC ("Grantor"), for valuable considerations, paid by the City of Killeen, Texas acting by and through its Authorized Officer ("Grantee"), does hereby grant, sell, and convey unto Grantee a permanent utility easement ("Utility Easement") and a temporary construction easement ("Construction Easement") upon certain property of the Grantor located in Killeen, Bell County, Texas; collectively the "Easements." Said Easements are more fully described in Exhibit "A", attached hereto, and incorporated herein for all intents and purposes.

2. **Character of Easement**. The Easements granted herein are appurtenant to the dominant tenement.

3. **Purpose of Easement.**

3.1 Utility Easement. The easement, rights, and privileges herein granted shall be used solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of utility systems and necessary appurtenances (the "Improvements"), and for providing pedestrian and vehicular ingress and egress as necessary for access to the Utility Easement.

3.2 Construction Easement. The easement, rights, and privileges herein granted shall be used in the initial construction and installation of the Improvements and other construction purposes reasonably related to the initial construction of the Improvements. Prior to commencement of the Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construct the improvements.

4. **Duration**.

4.1 Utility Easement. The permanent utility easement, rights, and privileges herein granted shall become effective upon the date that the last required signature is affixed below and shall run with the land in perpetuity. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above-described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

4.2 Construction Easement. The temporary construction easement and the rights, and privileges herein granted shall become effective upon the date that the last required signature is affixed below and shall automatically terminate upon Grantee's completion of the construction and installation of said utility infrastructure and appurtenances within the Utility Easement.

5. **Exclusiveness of Easement**. The Easements, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

6. **Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the easement areas herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

7. **Entire Agreement**. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

8. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

(signature page follows)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

_____
By: Tyrone McLaurin
Managing Member

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20___.

_____
Notary Public of Texas
My Commission Expires _____

The City of Killeen does hereby accept the above-described dedication and conveyance.

DATE

_____

CITY OF KILLEEN

_____
Wallis Meshier
Executive Dir. of Development Services

ATTEST

_____
Helen Crathers
Executive Assistant

24-INCH HWY 195 WATERLINE
CITY PROJECT NO. 220000
PARCEL NO. 2 PE
TRIMMIER ROAD
M.T. MARTIN SURVEY, ABSTRACT No. 963

EXHIBIT "A"

Being a permanent waterline easement situated in the M.T. Martin Survey, Abstract No. 963 in the City of Killeen, Bell County, Texas, said permanent waterline easement being a portion of a 180.358 acre tract of land (by deed) deeded to BTM Holding, LLC as recorded in Instrument No. 2023037443 of the Real Property Records of Bell County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northwest corner of a 0.524 acre tract of land (by deed) deeded to Samuel Mota and Viviana N. Mota as recorded in Instrument No. 2021039891 of said Real Property Records of Bell County, Texas, said 1/2 inch iron rod being in the southeasterly line of the remainder of a 1526.34 acre tract of land (by deed) deeded to the United States of America as recorded in Volume 514, Page 225 of the Deed Records of Bell County, Texas, said 1/2 inch iron rod also being in the east right-of-way line of SH 195 (a variable width right-of-way), from which a 1/2 inch iron rod found for an angle point in the east right-of-way line of said SH 195 bears North 03 degrees 30 minutes 38 seconds East, a distance of 187.42 feet; THENCE North 69 degrees 22 minutes 08 seconds East, with the northwesterly line of said 0.524 acre tract of land and with the southeasterly line of said 1526.34 acre tract of land, a distance of 342.08 feet to the **POINT OF BEGINNING** of the herein described permanent waterline easement, said point being the apparent southwest corner of said 180.358 acre tract of land, said point also being the apparent southeast corner of said 1526.34 acre tract of land;

THENCE North 21 degrees 35 minutes 55 seconds West, with the apparent southwesterly line of said 180.358 acre tract of land and with the apparent northeasterly line of said 1526.34 acre tract of land, a distance of 139.61 feet to a point for corner;

THENCE North 11 degrees 39 minutes 59 seconds East, a distance of 238.79 feet to a point for corner;

THENCE North 20 degrees 50 minutes 00 seconds West, a distance of 241.69 feet to a point for corner;

THENCE North 18 degrees 02 minutes 49 seconds West, a distance of 317.82 feet to a point for corner;

THENCE North 20 degrees 19 minutes 44 seconds West, a distance of 13.94 feet to a point for corner;

THENCE North 21 degrees 19 minutes 00 seconds West, a distance of 27.29 feet to a point for corner;

THENCE North 16 degrees 19 minutes 11 seconds West, a distance of 22.96 feet to a point for corner;

THENCE North 24 degrees 49 minutes 05 seconds West, a distance of 49.91 feet to a point for corner;

THENCE North 26 degrees 28 minutes 35 seconds West, a distance of 220.71 feet to a point for corner;

THENCE North 36 degrees 43 minutes 09 seconds West, a distance of 60.65 feet to a point for corner;

THENCE North 43 degrees 57 minutes 59 seconds West, a distance of 49.18 feet to a point for corner;

THENCE North 46 degrees 43 minutes 59 seconds West, a distance of 23.19 feet to a point for corner;

THENCE North 48 degrees 52 minutes 14 seconds West, a distance of 39.75 feet to a point for corner in the west line of said 180.358 acre tract of land, said point being in the east right-of-way line of said SH 195;

THENCE North 10 degrees 04 minutes 23 seconds West, with the west line of said 180.358 acre tract of land and with the east right-of-way line of said SH 195, a distance of 38.82 feet to a point for corner from which a TxDOT Type II monument found for an angle point in the west line of said 180.358 acre tract of land bears North 10 degrees 04 minutes 23 seconds West, a distance of 18.72 feet, said TxDOT Type II monument being an angle point in the east right-of-way line of said SH 195;

THENCE South 51 degrees 14 minutes 35 seconds East, a distance of 16.32 feet to a point for corner;

THENCE South 48 degrees 52 minutes 14 seconds East, a distance of 54.14 feet to a point for corner;

THENCE South 46 degrees 50 minutes 20 seconds East, a distance of 60.92 feet to a point for corner;

THENCE South 36 degrees 43 minutes 09 seconds East, a distance of 79.37 feet to a point for corner;

THENCE South 26 degrees 28 minutes 35 seconds East, a distance of 274.62 feet to a point for corner;

THENCE South 18 degrees 02 minutes 49 seconds East, a distance of 383.45 feet to a point for corner;

THENCE South 20 degrees 50 minutes 00 seconds East, a distance of 177.64 feet to a point for corner;

THENCE North 69 degrees 10 minutes 00 seconds East, a distance of 3.26 feet to a point for corner;

THENCE North 70 degrees 53 minutes 56 seconds East, a distance of 676.06 feet to a point for corner;

THENCE North 72 degrees 58 minutes 52 seconds East, a distance of 44.45 feet to a point for corner;

THENCE North 72 degrees 07 minutes 19 seconds East, a distance of 160.66 feet to a point for corner;

THENCE North 70 degrees 27 minutes 23 seconds East, a distance of 83.47 feet to a point for corner;

THENCE North 71 degrees 33 minutes 11 seconds East, a distance of 252.54 feet to a point for corner;

THENCE North 71 degrees 47 minutes 56 seconds East, a distance of 390.21 feet to a point for corner;

THENCE North 69 degrees 20 minutes 26 seconds East, a distance of 50.11 feet to a point for corner in the southwesterly line of a 0.366 acre tract of land (by deed) deeded to the City of Killeen as recorded in Instrument No. 2008-00035808 of said Real Property Records of Bell County, Texas, from which a chain link fence corner post found or the northwest corner of said 0.366 acre tract of land bears North 20 degrees 49 minutes 33 seconds West, a distance of 28.26 feet, said chain link fence corner post also being the southwest corner of a 0.168 acre tract of land (by deed) deeded to Mid-Texas Telephone Co. as recorded in Volume 1659, Page 603 of said Deed Records of Bell County, Texas;

THENCE South 20 degrees 49 minutes 33 seconds East, with the southwesterly line of said 0.366 acre tract of land, a distance of 25.00 to a point for corner, from which a chain link fence corner post found for the southwest corner of said 0.366 acre tract of land bears South 20 degrees 49 minutes 33 seconds East, a distance of 106.32 feet;

THENCE South 69 degrees 20 minutes 26 seconds West, a distance of 50.72 feet to a point for corner;

THENCE South 71 degrees 47 minutes 56 seconds West, a distance of 390.69 feet to a point for corner;

THENCE South 71 degrees 33 minutes 11 seconds West, a distance of 252.25 feet to a point for corner;

THENCE South 70 degrees 27 minutes 23 seconds West, a distance of 83.60 feet to a point for corner;

THENCE South 72 degrees 07 minutes 19 seconds West, a distance of 161.21 feet to a point for corner;

THENCE South 72 degrees 58 minutes 52 seconds West, a distance of 44.19 feet to a point for corner;

THENCE South 70 degrees 53 minutes 56 seconds West, a distance of 675.22 feet to a point for corner;

THENCE South 69 degrees 10 minutes 00 seconds West, a distance of 2.89 feet to a point for corner;

THENCE South 20 degrees 50 minutes 00 seconds East, a distance of 45.73 feet to a point for corner;

THENCE South 11 degrees 39 minutes 59 seconds West, a distance of 246.81 feet to a point for corner;

THENCE South 20 degrees 40 minutes 44 seconds East, a distance of 125.61 feet to a point for corner in the southeasterly line of said 180.358 acre tract of land, said point being in the northwesterly line of said 0.524 acre tract of land, from which a 3/8 inch iron rod found for the northeast corner of said 0.524 acre tract of land bears North 69 degrees 22 minutes 08 seconds East, a distance of 723.86 feet, said 3/8 inch iron rod being in the southeasterly line of a 1.262 acre tract of land (by deed) described as a Save & Except in Instrument No. 2023037443 of said Real Property Records of Bell County, Texas and being deeded to Garland Kelley and wife, Jo Ann Kelley as recorded in Volume 874, Page 630 of said Deed Records of Bell County, Texas;

THENCE South 69 degrees 22 minutes 08 seconds West, with the southeasterly line of said 180.358 acre tract of land and with the northwesterly line of said 0.524 acre tract of land, a distance of 18.48 feet to the **POINT OF BEGINNING** and containing 77,655 square feet or 1.783 acres of land, more or less.

TEMPORARY CONSTRUCTION EASEMENT (PART 1)
(35,597 square feet or 0.817 acres of land, more or less)

Being a variable width temporary construction easement parallel with and contiguous to the southeasterly line of the above described permanent waterline easement and also being depicted in Exhibit "B", said variable width temporary construction easement shall expire upon completion of the waterline project.

TEMPORARY CONSTRUCTION EASEMENT (PART 2)
(43,073 square feet or 0.989 acres of land, more or less)

Being a variable width temporary construction easement parallel with and contiguous to a portion of the northeasterly line of the above described permanent waterline easement and also being depicted in Exhibit "B", said variable width temporary construction easement shall expire upon completion of the waterline project.

Notes:

(1) A plat of even survey date herewith accompanies this legal description.

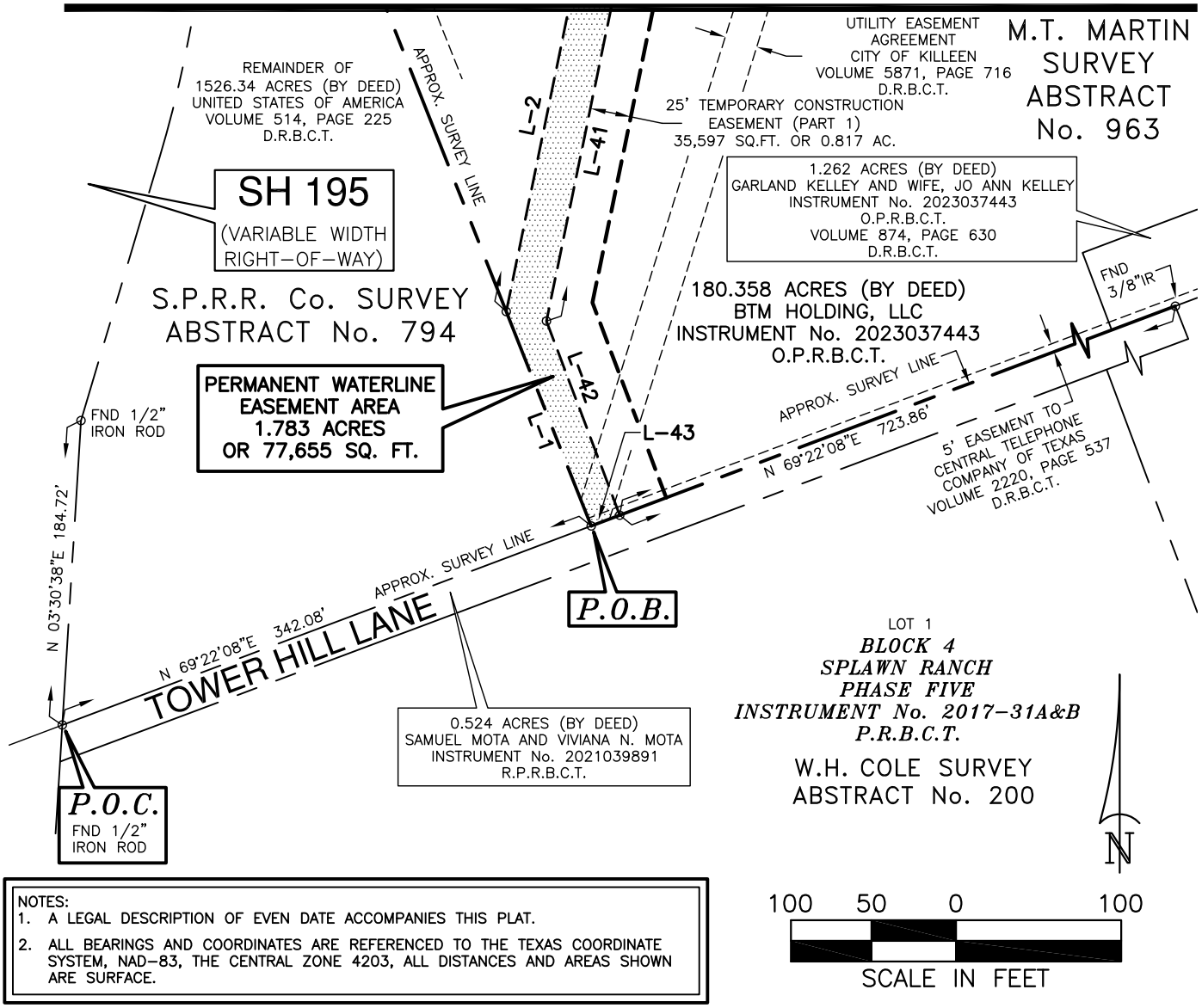
(2) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The Central Zone 4203, all distances and areas shown are surface.

Date: January 23, 2024

Johnny Paul Henning
Registered Professional Land Surveyor
No. 6933
Texas Firm No. 10106900

EXHIBIT "B"

PARCEL No. 2 PE



NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24-INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 1.783 ACRES OR 77,655 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2206.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 1 OF 7	SCALE: 1" = 100'

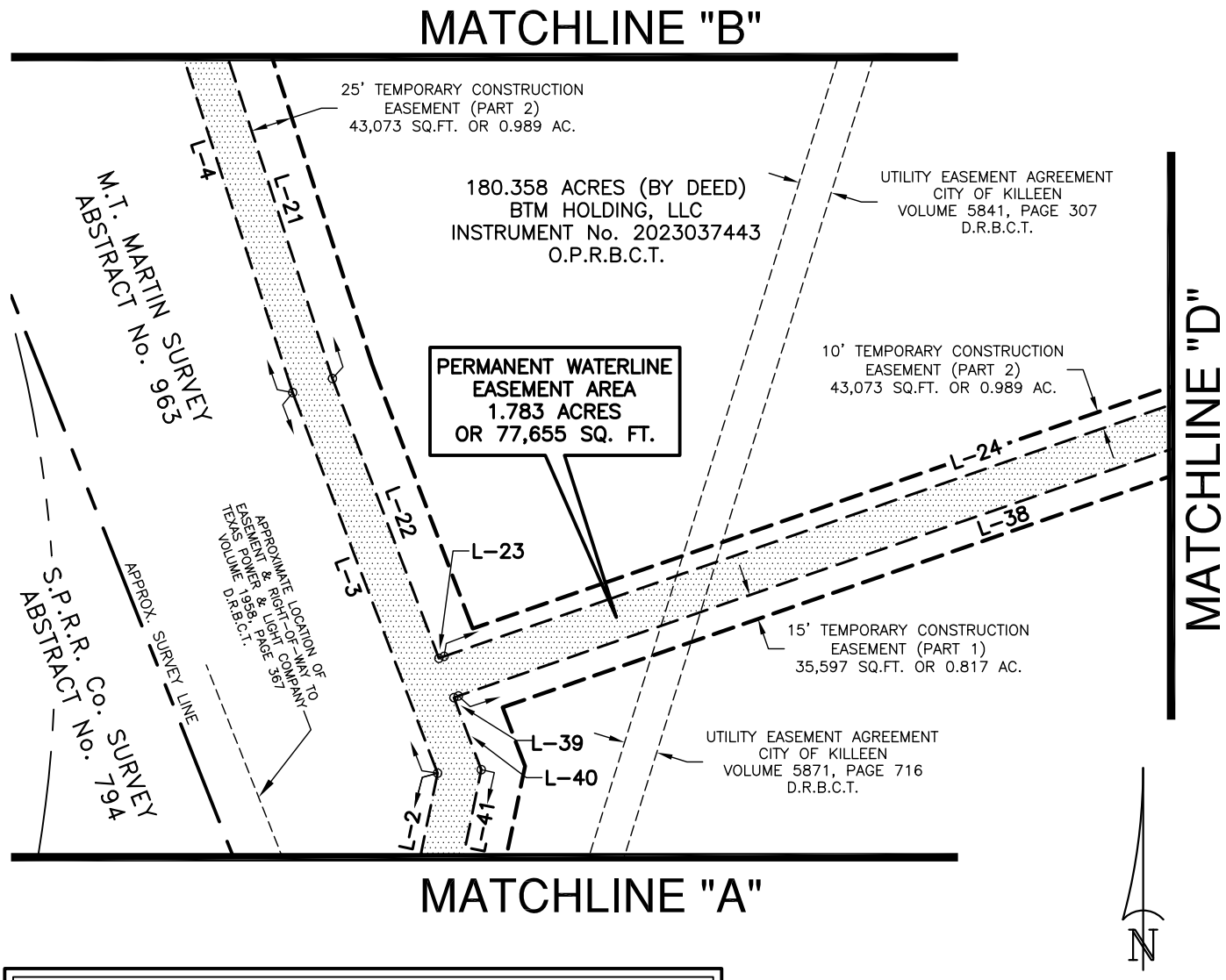
STATE OF TEXAS
REGISTERED
JOHNNY PAUL HENNING
6933
PROFESSIONAL
LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"

PARCEL No. 2 PE



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KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24–INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 1.783 ACRES OR 77,655 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2210.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 2 OF 7	SCALE: 1" = 100'

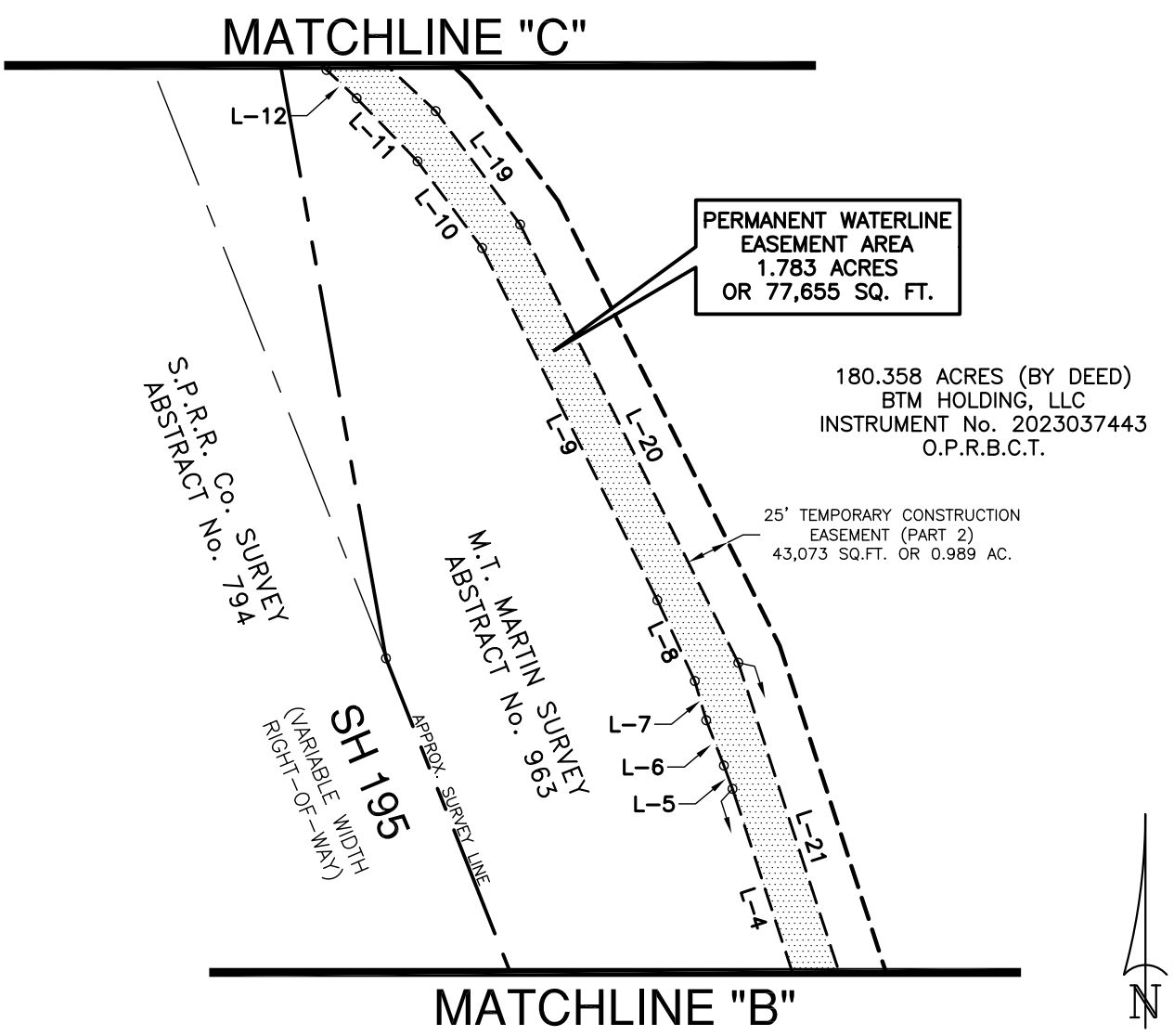
STATE OF TEXAS REGISTERED JOHNNY PAUL HENNING 6933 PROFESSIONAL LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817–496–1424 FAX 817–496–1768

EXHIBIT "B"

PARCEL No. 2 PE



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100 50 0 100

SCALE IN FEET

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24-INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 1.783 ACRES OR 77,655 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2210.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 3 OF 7	SCALE: 1" = 100'

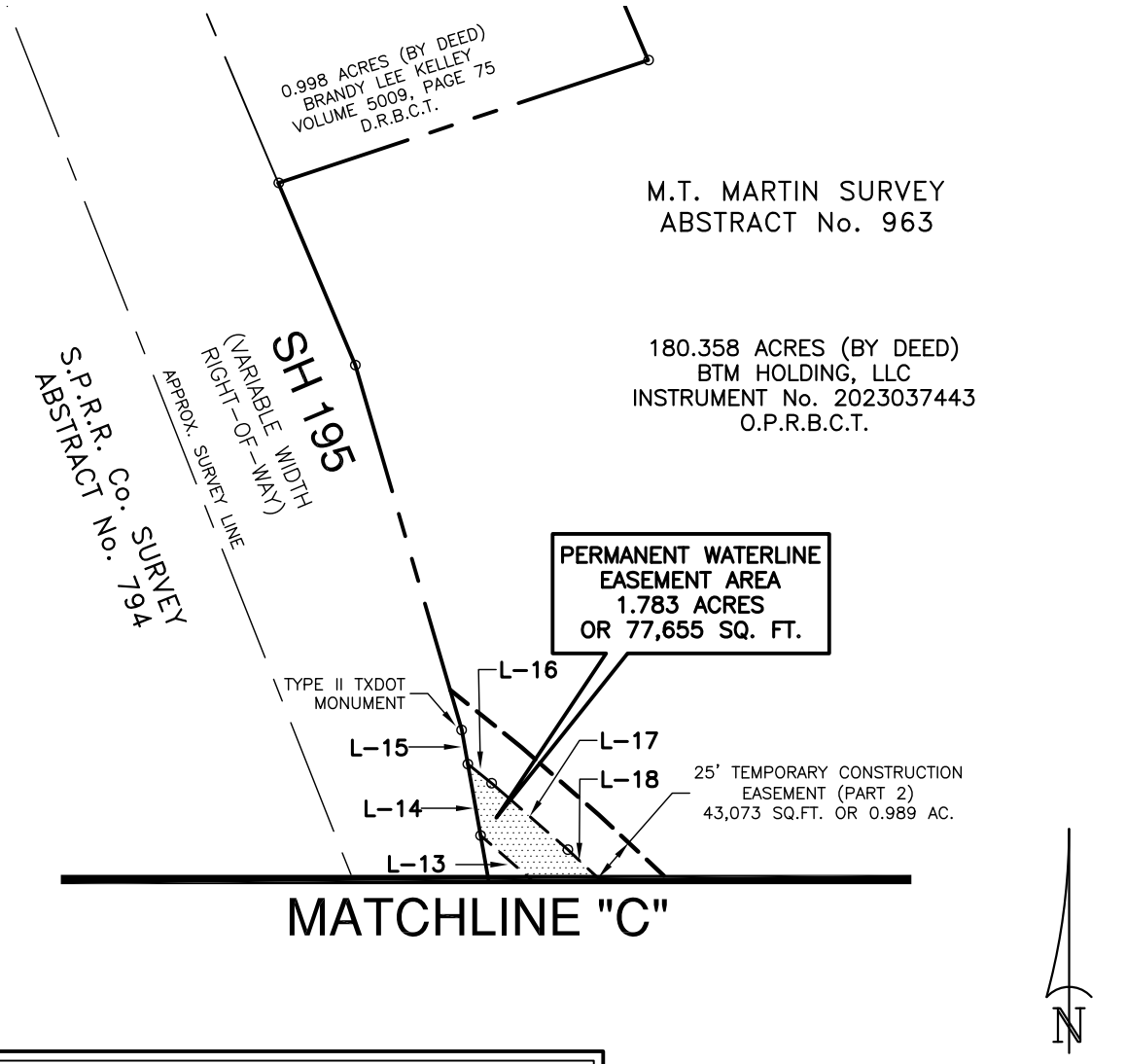
STATE OF TEXAS REGISTERED JOHNNY PAUL HENNING 6933 PROFESSIONAL LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"

PARCEL No. 2 PE



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KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24-INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
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WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2210.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 4 OF 7	SCALE: 1" = 100'

STATE OF TEXAS
REGISTERED
JOHNNY PAUL HENNING
6933
PROFESSIONAL
LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

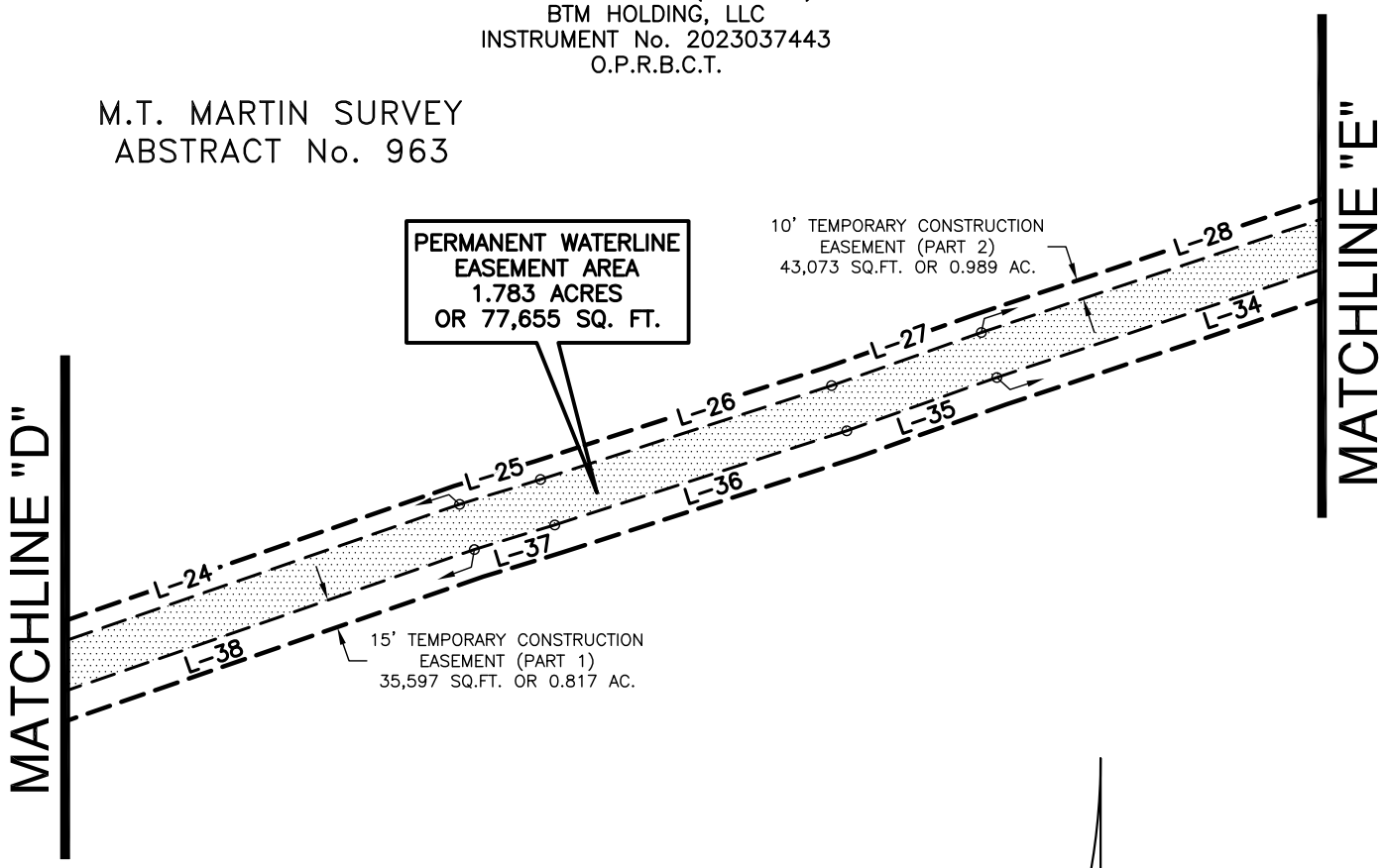
GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

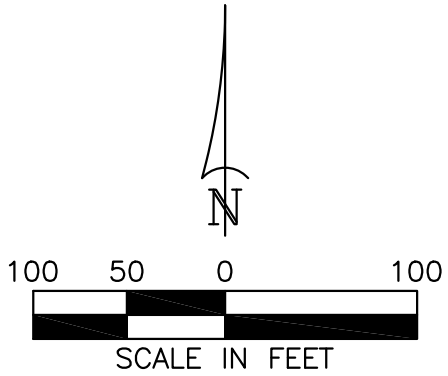
EXHIBIT "B"

PARCEL No. 2 PE

180.358 ACRES (BY DEED)
BTM HOLDING, LLC
INSTRUMENT No. 2023037443
O.P.R.B.C.T.

M.T. MARTIN SURVEY
ABSTRACT No. 963





NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD–83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24–INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 1.783 ACRES OR 77,655 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2210.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 5 OF 7	SCALE: 1" = 100'

STATE OF TEXAS
REGISTERED
JOHNNY PAUL HENNING
6933
PROFESSIONAL
LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

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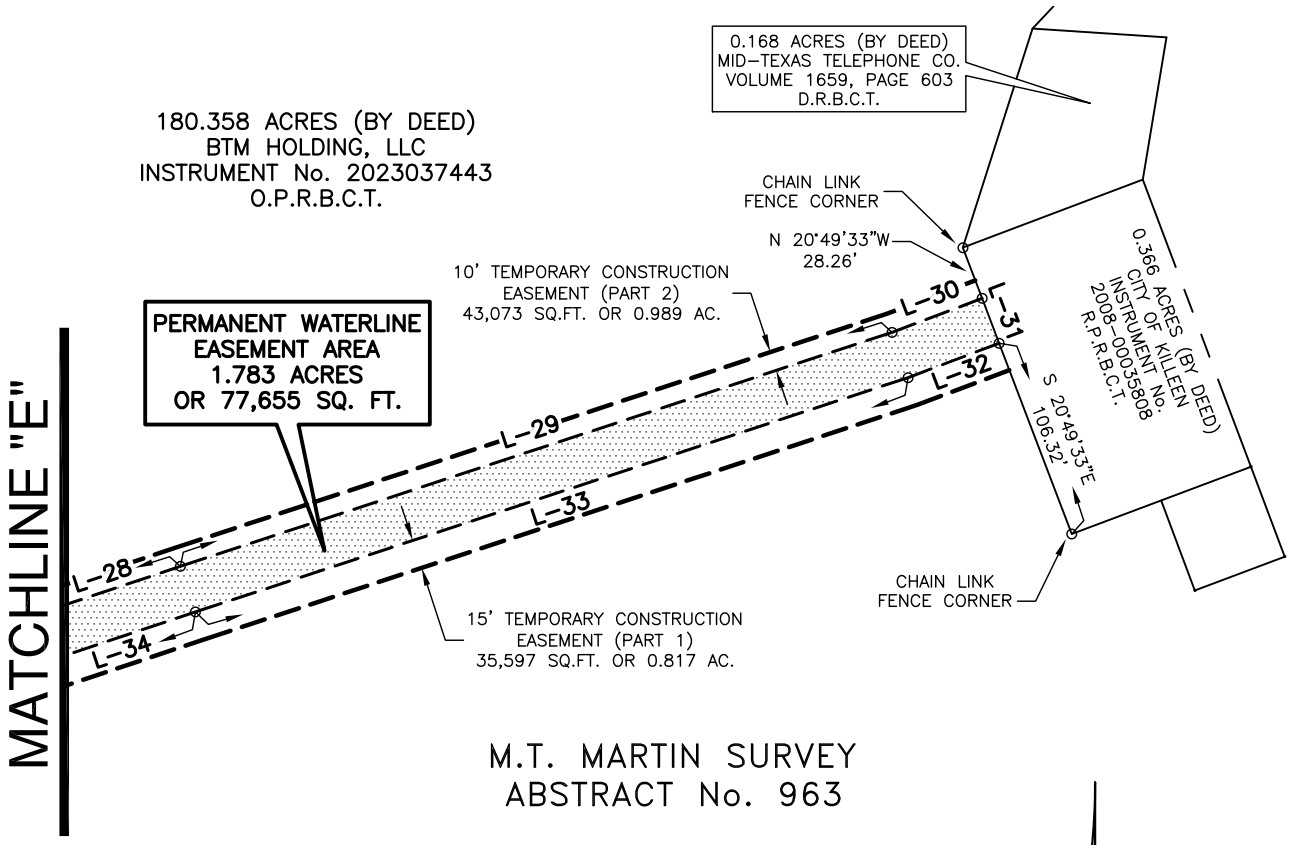
EXHIBIT "B"

PARCEL No. 2 PE



NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24-INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 1.783 ACRES OR 77,655 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2210.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 6 OF 7	SCALE: 1" = 100'

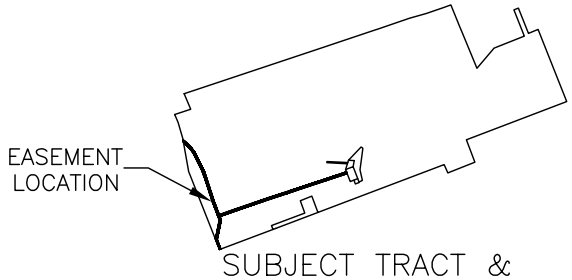
STATE OF TEXAS
REGISTERED
JOHNNY PAUL HENNING
6933
PROFESSIONAL
LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"

PARCEL No. 2 PE



SUBJECT TRACT &
LOCATION OF EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L–1	N 21°35'55"W	139.61'
L–2	N 11°39'59"E	238.79'
L–3	N 20°50'00"W	241.69'
L–4	N 18°02'49"W	317.82'
L–5	N 20°19'44"W	13.94'
L–6	N 21°19'00"W	27.29'
L–7	N 16°19'11"W	22.96'
L–8	N 24°49'05"W	49.91'
L–9	N 26°28'35"W	220.71'
L–10	N 36°43'09"W	60.65'
L–11	N 43°57'59"W	49.18'
L–12	N 46°43'59"W	23.19'
L–13	N 48°52'14"W	39.75'
L–14	N 10°04'23"W	38.82'
L–15	N 10°04'23"W	18.72'
L–16	S 51°14'35"E	16.32'
L–17	S 48°52'14"E	54.14'
L–18	S 46°50'20"E	60.92'
L–19	S 36°43'09"E	79.37'
L–20	S 26°28'35"E	274.62'
L–21	S 18°02'49"E	383.45'
L–22	S 20°50'00"E	177.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L–23	N 69°10'00"E	3.26'
L–24	N 70°53'56"E	676.05'
L–25	N 72°58'52"E	44.45'
L–26	N 72°07'19"E	160.66'
L–27	N 70°27'23"E	83.47'
L–28	N 71°33'11"E	252.54'
L–29	N 71°47'56"E	390.21'
L–30	N 69°20'26"E	50.11'
L–31	S 20°49'33"E	25.00'
L–32	S 69°20'26"W	50.72'
L–33	S 71°47'56"W	390.69'
L–34	S 71°33'11"W	252.25'
L–35	S 70°27'23"W	83.60'
L–36	S 72°07'19"W	161.21'
L–37	S 72°58'52"W	44.19'
L–38	S 70°53'56"W	675.22'
L–39	S 69°10'00"W	2.89'
L–40	S 20°50'00"E	45.73'
L–41	S 11°39'59"W	246.81'
L–42	S 20°40'44"E	125.61'
L–43	S 69°22'08"W	18.48'

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24–INCH HWY 195 WATERLINE

PARCEL NO. 2 PE	PROJ. NO. 220000
PERMANENT WATER LINE EASEMENT	
OWNER: BTM HOLDING, LLC	
SURVEY: M.T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 1.783 ACRES OR 77,655 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 180.358 ACRES (BY DEED)	

JOB No. KHA_2210.00	DRAWN BY: JM	CAD FILE: 2PE.DWG
DATE: JANUARY 23, 2024	EXHIBIT B PAGE 7 OF 7	SCALE: N/A

STATE OF TEXAS
REGISTERED
JOHNNY PAUL HENNING
6933
PROFESSIONAL
LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817–496–1424 FAX 817–496–1768

Lot File: \\gainas04\Active\Production04\KHA_2206.00 - CoKilleen 24in Water Line\SURVEY\CAD\DWG\L
Lot: 2 PE

Bearing	Distance
N 21°35'55" W	139.61
N 11°39'59" E	238.79
N 20°50'00" W	241.69
N 18°02'49" W	317.82
N 20°19'44" W	13.94
N 21°19'00" W	27.29
N 16°19'11" W	22.96
N 24°49'05" W	49.91
N 26°28'35" W	220.71
N 36°43'09" W	60.65
N 43°57'59" W	49.18
N 46°43'59" W	23.19
N 48°52'14" W	39.75
N 10°04'23" W	38.82
S 51°14'35" E	16.32
S 48°52'14" E	54.14
S 46°50'20" E	60.92
S 36°43'09" E	79.37
S 26°28'35" E	274.62
S 18°02'49" E	383.45
S 20°50'00" E	177.64
N 69°10'00" E	3.26
N 70°53'56" E	676.05
N 72°58'52" E	44.45
N 72°07'19" E	160.66
N 70°27'23" E	83.47
N 71°33'11" E	252.54
N 71°47'56" E	390.21
N 69°20'26" E	50.11
S 20°49'33" E	25.00
S 69°20'26" W	50.72
S 71°47'56" W	390.69
S 71°33'11" W	252.25
S 70°27'23" W	83.60
S 72°07'19" W	161.21
S 72°58'52" W	44.19
S 70°53'56" W	675.22
S 69°10'00" W	2.89
S 20°50'00" E	45.73
S 11°39'59" W	246.81
S 20°40'44" E	125.61
S 69°22'08" W	18.48

Closure Error Distance> 0.0000
Total Distance> 6313.93
77655 SQ. FT.
1.7827 ACRES
Bearing Distance

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDATION IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS	
	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL	

THAT the CITY OF KILLEEN, TEXAS, a home-rule Texas municipal corporation ("**Grantor**") of the County of Bell, State of Texas, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by BTM HOLDINGS, LLC, a Texas limited liability company ("**Grantee**"), whose current address is 585 Crossland Drive, Killeen, Bell County Texas, 76543, HAS GRANTED, SOLD, and CONVEYED, and by these presents DOES GRANT, SELL, and CONVEY unto Grantee all of that certain real property situated in Bell County, Texas (the "**Property**"), described as follows:

> Being a 0.090-acre (3,903 square feet) tract of land situated in the Moses T. Martin Survey, Abstract No. 963, City of Killeen, Bell County, Texas, said 0.090-acre (3,903 square feet) tract of land being a portion of a called 1.024-acre tract of land described in a deed to the City of Killeen as recorded in Instrument No. 2025034374 of the Real Property Records of Bell County, Texas, said 0.090-acre (3,903 square feet) tract of land being more particularly described in the attached Exhibit A.

TO HAVE AND TO HOLD the above-described property, together with all the rights and appurtenances lawfully accompanying it, by the Grantee and the Grantee's successors and assigns forever. Grantor binds itself and successors and assigns to warrant and forever defend the property against every person lawfully claiming or to claim all or any part of the property by, through, or under the Grantor but not otherwise; provided, however, this conveyance is made subject to all easements, exceptions, covenants, conditions, restrictions, reservations, and rights appearing of record.

THE CONVEYANCE OF THE PROPERTY IS SPECIFICALLY MADE "AS IS" AND "WHERE IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREINAFTER LIMITED), INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE

EXECUTED to be effective as of _____ _____, 20_____.

[Signature on following page]

CITY OF KILLEEN, TEXAS, a
municipal corporation.

By:_____
Kent Cagle
City Manager

STATE OF TEXAS §
§
COUNTY OF BELL §

Before me, the undersigned Notary Public, on this day appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on _____ _____, 20_____.

_____
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

After recordation, please return to:

_____

_____

_____

_____

HWY 195 GST
CITY PROJECT NO. 220000
PARCEL NO. 4 PART 1
STAGECOACH ROAD
MOSES T. MARTIN SURVEY, ABSTRACT No. 963

EXHIBIT "A"

Being a 0.090 acre (3,903 square feet) tract of land situated in the Moses T. Martin Survey, Abstract No. 963, City of Killeen, Bell County, Texas, said 0.090 acre (3,903 square feet) tract of land being a portion of a called 1.024 acre tract of land described in deed to the City of Killeen as recorded in Instrument No. 2025034374 of the Real Property Records of Bell County, Texas, said 0.090 acre (3,903 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most westerly southwest corner of said called 1.024 acre tract of land;

THENCE North 02 degrees 40 minutes 27 seconds East, with the most westerly line of said called 1.024 acre tract of land, a distance of 15.00 feet to a 1/2 inch iron rod found for the most westerly northwest corner of said called 1.024 acre tract of land;

THENCE South 87 degrees 19 minutes 33 seconds East, with the most westerly north line of said called 1.024 acre tract of land, a distance of 258.88 feet to a 1/2 inch iron rod found for an interior corner of said called 1.024 acre tract of land;

THENCE South 17 degrees 38 minutes 16 seconds West, a distance of 15.93 feet to a calculated point for an interior corner of said called 1.024 acre tract of land, from which a 1/2 inch iron rod found for reference bears South 29 degrees 19 minutes 17 seconds West, a distance of 0.33 feet;

THENCE North 87 degrees 14 minutes 19 seconds West, with the most westerly south line of said called 1.024 acre tract of land, a distance of 254.76 feet to the **POINT OF BEGINNING** and containing 0.090 acre (3,903 square feet) of land, more or less.

Notes:

(1) This survey was performed without the benefit of a current title commitment or policy. Other easements and covenants may affect that are not shown hereon.

(2) No improvements shown hereon.

(3) A plat of even survey date herewith accompanies this legal description.

(4) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The Central Zone 4203, all distances and areas shown are surface.

(5) Surveyed on the ground August 6, 2025.

Date: August 8, 2025

Johnny Paul Henning
Registered Professional Land Surveyor
No. 6933
Texas Firm No. 10106900

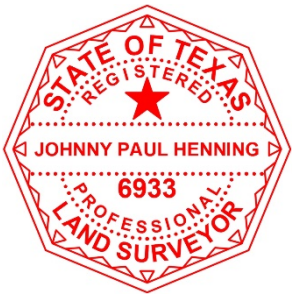
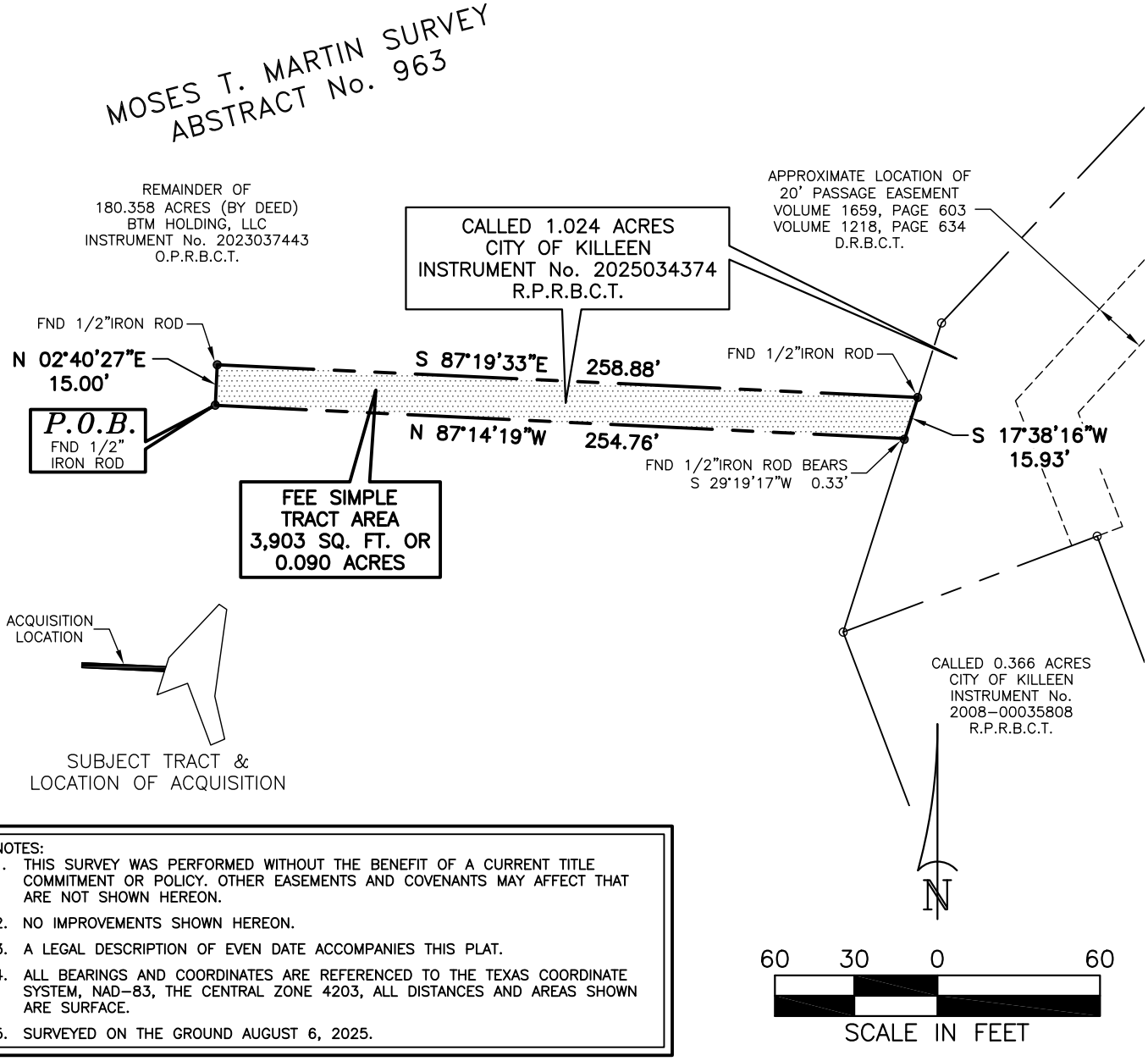


EXHIBIT "B"

PARCEL No. 4 PART 1



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR POLICY. OTHER EASEMENTS AND COVENANTS MAY AFFECT THAT ARE NOT SHOWN HEREON.
2. NO IMPROVEMENTS SHOWN HEREON.
3. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
4. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
5. SURVEYED ON THE GROUND AUGUST 6, 2025.

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

HWY 195 GST

PARCEL NO. 4 PART 1		PROJ. NO. 220000
FEE SIMPLE TRACT		
OWNER: CITY OF KILLEEN		
SURVEY: MOSES T. MARTIN SURVEY, ABSTRACT No. 963		
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS		
ACQUISITION AREA: 0.090 ACRES OR 3,903 SQUARE FEET		
WHOLE PROPERTY ACREAGE: CALLED 1.024 ACRES		
JOB No. KHA_2206.00	DRAWN BY: JH	CAD FILE: 4 PT1.DWG
DATE: AUGUST 8, 2025	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 60'

STATE OF TEXAS
REGISTERED
JOHNNY PAUL HENNING
6933
PROFESSIONAL
LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

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SPECIAL WARRANTY DEED

STATE OF TEXAS	
	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL	

THAT the CITY OF KILLEEN, TEXAS, a home-rule Texas municipal corporation ("**Grantor**") of the County of Bell, State of Texas, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by BTM HOLDINGS, LLC, a Texas limited liability company ("**Grantee**"), whose current address is 585 Crossland Drive, Killeen, Bell County Texas, 76543, HAS GRANTED, SOLD, and CONVEYED, and by these presents DOES GRANT, SELL, and CONVEY unto Grantee all of that certain real property situated in Bell County, Texas (the "**Property**"), described as follows:

> Being a 0.211-acre (9,181 square feet) tract of land situated in the Moses T. Martin Survey, Abstract No. 963, City of Killeen, Bell County, Texas, said 0.211-acre (9,181 square feet) tract of land being a portion of a called 1.024-acre tract of land described in a deed to the City of Killeen as recorded in Instrument No. 2025034374 of the Real Property Records of Bell County, Texas, said 0.211-acre (9,181 square feet) tract of land being more particularly described in the attached Exhibits A.

TO HAVE AND TO HOLD the above-described property, together with all the rights and appurtenances lawfully accompanying it, by the Grantee and the Grantee's successors and assigns forever. Grantor binds itself and successors and assigns to warrant and forever defend the property against every person lawfully claiming or to claim all or any part of the property by, through, or under the Grantor but not otherwise; provided, however, this conveyance is made subject to all easements, exceptions, covenants, conditions, restrictions, reservations, and rights appearing of record.

THE CONVEYANCE OF THE PROPERTY IS SPECIFICALLY MADE "AS IS" AND "WHERE IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREINAFTER LIMITED), INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE

EXECUTED to be effective as of _____ _____, 20_____.

[Signature on following page]

CITY OF KILLEEN, TEXAS, a
municipal corporation.

By:_____
Kent Cagle
City Manager

STATE OF TEXAS §
§
COUNTY OF BELL §

Before me, the undersigned Notary Public, on this day appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on _____ _____, 20_____.

_____
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

After recordation, please return to:

_____

_____

_____

_____

HWY 195 GST
CITY PROJECT NO. 220000
PARCEL NO. 4 PART 2
STAGECOACH ROAD
MOSES T. MARTIN SURVEY, ABSTRACT No. 963

EXHIBIT "A"

Being a 0.211 acre (9,181 square feet) tract of land situated in the Moses T. Martin Survey, Abstract No. 963, City of Killeen, Bell County, Texas, said 0.211 acre (9,181 square feet) tract of land being a portion of a called 1.024 acre tract of land described in deed to the City of Killeen as recorded in Instrument No. 2025034374 of the Real Property Records of Bell County, Texas, said 0.211 acre (9,181 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped GORRONDONA & ASSOC. INC. FT. WORTH, TX" found for the most northerly corner of said called 1.024 acre tract of land;

THENCE South 55 degrees 16 minutes 16 seconds East, with the northeast line of said called 1.024 acre tract of land, a distance of 28.08 feet to a 5/8 inch iron rod with aluminum cap stamped GORRONDONA & ASSOC. INC. FT. WORTH, TX" found for the most northeasterly corner of said called 1.024 acre tract of land;

THENCE South 07 degrees 46 minutes 49 seconds West, with the easterly line of said called 1.024 acre tract of land, a distance of 83.13 feet to a 5/8 inch iron rod with aluminum cap stamped GORRONDONA & ASSOC. INC. FT. WORTH, TX" set for corner, from which a 1/2 inch iron rod found for an interior corner in the easterly line of said called 1.024 acre tract of land bears South 07 degrees 46 minutes 49 seconds West, a distance of 186.31 feet;

THENCE North 82 degrees 13 minutes 11 seconds West, a distance of 15.00 feet to a 5/8 inch iron rod with aluminum cap stamped GORRONDONA & ASSOC. INC. FT. WORTH, TX" set for corner;

THENCE South 07 degrees 46 minutes 49 seconds West, a distance of 52.88 feet to a 5/8 inch iron rod with aluminum cap stamped GORRONDONA & ASSOC. INC. FT. WORTH, TX" set for corner;

THENCE North 67 degrees 33 minutes 48 seconds West, a distance of 101.25 feet to a 5/8 inch iron rod with aluminum cap stamped GORRONDONA & ASSOC. INC. FT. WORTH, TX" set for corner in the northwest line of said called 1.024 acre tract of land;

THENCE North 43 degrees 18 minutes 47 seconds East, with the northwest line of said called 1.024 acre tract of land, a distance of 151.29 feet to the **POINT OF BEGINNING** and containing 0.211 acre (9,181 square feet) of land, more or less.

Notes:

(1) This survey was performed without the benefit of a current title commitment or policy. Other easements and covenants may affect that are not shown hereon.

(2) No improvements shown hereon.

(3) A plat of even survey date herewith accompanies this legal description.

(4) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The Central Zone 4203, all distances and areas shown are surface.

(5) Surveyed on the ground August 6, 2025.

Date: August 8, 2025

Johnny Paul Henning
Registered Professional Land Surveyor
No. 6933
Texas Firm No. 10106900

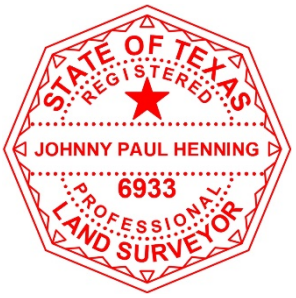
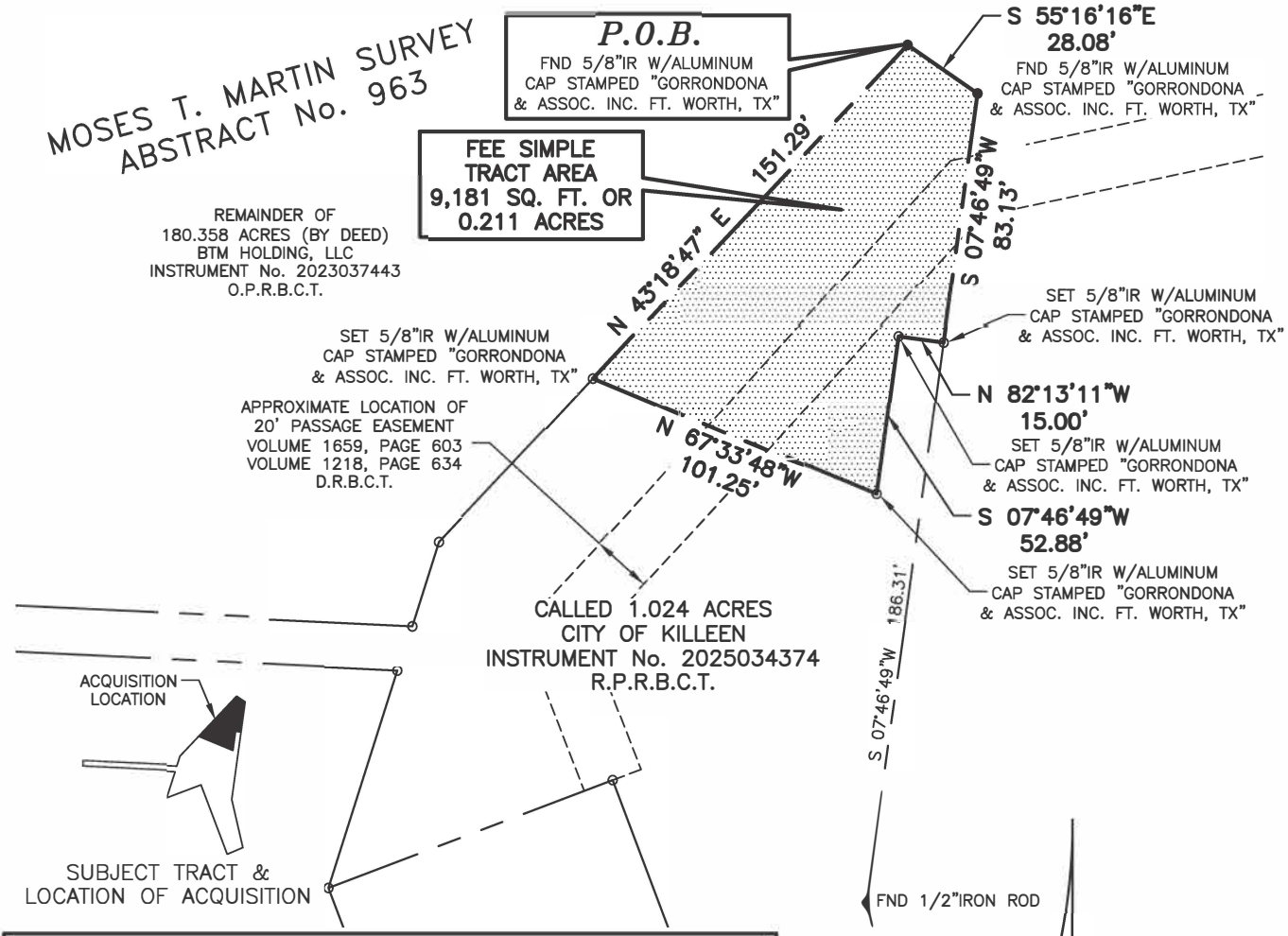


EXHIBIT "B"

PARCEL No. 4 PART 2



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR POLICY. OTHER EASEMENTS AND COVENANTS MAY AFFECT THAT ARE NOT SHOWN HEREON.
2. NO IMPROVEMENTS SHOWN HEREON.
3. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
4. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD–83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
5. SURVEYED ON THE GROUND AUGUST 6, 2025.

KILLEEN TEXAS

City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

HWY 195 GST

PARCEL NO. 4 PART 2	PROJ. NO. 220000
FEE SIMPLE TRACT	
OWNER: CITY OF KILLEEN	
SURVEY: MOSES T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 0.211 ACRES OR 9,181 SQUARE FEET	
WHOLE PROPERTY ACREAGE: CALLED 1.024 ACRES	

JOB No. KHA_2206.00	DRAWN BY: JH	CAD FILE: 4 PT2.DWG
DATE: AUGUST 8, 2025	EXHIBIT D PAGE 1 OF 1	SCALE: 1" = 60'

STATE OF TEXAS REGISTERED JOHNNY PAUL HENNING 6933 PROFESSIONAL LAND SURVEYOR

JOHNNY PAUL HENNING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6933 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817–496–1424 FAX 817–496–1768

EXECUTION OF AN EASEMENT CONVEYANCE AGREEMENT WITH BTM HOLDING, LLC

RS-25-172

October 21, 2025

Background and Findings

- On January 21, 2025, City Council authorized purchase of a 1.024-acre tract for construction of a water tank on a hill located near Hwy. 195 and Tower Hill Lane.
- Two small tracts within the 1.024-acre tract, with a total size of 0.3-acre, are not needed for the tank. These two tracts are adjacent to, and surrounded by, a 177.645-acre tract owned by BTM Holding, LLC.
- Staff finds that these two tracts serve no public purpose, lack access to public roads, and cannot be used independently due to their shape, location, and small area.

Background and Findings

- In order to construct a 24-inch watermain, associated with the Hwy. 195 Water Line Project, the City needs 0.357-acre of additional permanent utility easement adjacent to an existing utility easement that crosses the 177.645-acre tract.
- Staff negotiated with BTM Holding, LLC, and determined that it is in the best interests to contract with each other to convey the new utility easement and a temporary construction easement in exchange for the two unusable tracts.

Recommendation

- Authorize the City Manager, or designee, to execute an Easement Conveyance Agreement with BTM Holding, LLC, in connection with the Hwy. 195 Water Line and Ground Storage Tank Projects and furthermore, authorize the City Manager, or designee, to execute and deliver all contracts, deeds, deeds of trust, filing, closing statements, and any and all documents necessary to complete the conveyance in accordance with this resolution.

City of Killeen

Staff Report

File Number: RS-25-173

Consider a memorandum/resolution authorizing Change Order No. 1 with Cerris Builders for the Fire Station No. 4 Project, for a reduction of $514,916.27.00.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, P.E., City Engineer**

SUBJECT: **Authorize Change Order No. 1 with Cerris Builders for the Fire Station No. 4 Project**

BACKGROUND AND FINDINGS:

The fiscal year (FY) 2022 Capital Improvement Plan includes the Emergency Operations Complex (EOC) project as a funded project for design and construction with $11.9 million in American Rescue Plan Act funding. On May 3, 2022, the City Council approved a motion of direction moving the FY 2021 excess balance from the General Fund to the Governmental CIP Fund allowing construction of a new Fire Station No. 4 (the City's ninth fire station). On June 14, 2022, the City Council approved the purchase of land from the Killeen Independent School District to accommodate both the EOC project and Fire Station No. 4 project.
On February 27, 2024, the City Council approved the award of a construction contract to Cerris Builders Inc., formally MW Builders, in the amount of $22,184,000.00 for the construction of the EOC and Fire Station No. 4.

In September 2025 the Fire Station No. 4 and EOC projects were completed. The result was an excess of available funds for the Fire Station No. 4 project in the contract that was held for contingency items during construction. This change order reduces the contract by the excess contingency amount of $514,915.27. This is a final change order so these funds will be release and used for the new Fire Training Tower project. This tower was removed from the original scope of the Fire Station No. 4 Complex. With the passing of the FY 2026 Budget, remaining funding for the tower has become available to be included with the funds available with this change order to move the tower project forward.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with all State and Local policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The total amount of Change Order #1, is a net decrease in the contract in the amount of $514,916.27.

Is this a one-time or recurring revenue/expenditure?

This is a one-time revenue/expenditure.

Is this revenue/expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes, this is a net reduction in the contract amount.

RECOMMENDATION:

Staff recommends that the City Council authorize Change Order No. 1 with Cerris Builders for the Fire Station No. 4 Project, for a reduction of $514,916.27.

DEPARTMENTAL CLEARANCES:

Engineering Services
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Resolution 24-040R
Change Order No. 1
Presentation

City of Killeen

File Number: RS-24-026 **Enactment Number: 24-040R**

Consider a memorandum/resolution awarding Bid No. 24-19, Fire Station No. 4 EOC Training Facility Project, to MW Builders, in the amount of $22,184,000.00.

DATE: **February 20, 2024**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Authorize the award of Bid No. 24-19, Fire Station No. 4 EOC Training Facility Project, to MW Builders in the amount of $22,184,000.00**

BACKGROUND AND FINDINGS:

The FY 2022 Capital Improvement Plan includes the Emergency Operations Complex (EOC) project as a funded project for design and construction with $11.9 million in ARPA funding. On May 3, 2022, the City Council approved a motion of direction moving the FY 2021 excess balance from the General fund to the Governmental CIP fund allowing construction of a new Fire Station #4 (the city's ninth fire station). On June 14, 2022, the City Council approved the land purchase from the Killeen Independent School District to accommodate both the EOC project and Fire Station #4. The project includes the design and construction support of a multi-use facility that includes combined fire and paramedic response operations, fire training, fire support services, Emergency Operations Center offices, training classrooms, supply rooms, and a maintenance building. Martinez Architects provided professional services for design and bid support. Staff then solicited bids for construction of the facility. All received bids were opened on January 17, 2024, and were read aloud through zoom online video conferencing and are noted below.

Total Bid Amounts		
General Contractor	ICGM Group	MW Builders
Base Bid	$7,783,086.00	$17,197,000.00
Alternate 1: Support Building	$	$4,987,000.00
Alternate 2: Fire Training Structures	$	$1,634,000.00
TOTAL	***$7,783,086.00**	**$23,818,000.00**
	Incomplete Bid	

There were two contractors that submitted bids for the project. In review of the bids, it was found that only one was a complete bid that addressed the requirements. The qualified bidder based on the bid scoring selection was MW Builders. The bid received included costs for the base construction that included the Fire Station/EOC Building and all site work, Alternate 1 that includes the support services building, and Alternate 2 that included the Fire Training Structures. In review of available budget and immediate needs, it was determined to make the recommendation to award the bid for the base bid and Alternate 1: Support Building in the total amount of $22,184,000.00. Alternate 2: Fire Training Structures will be reviewed and bid once additional funding can be made available.

THE ALTERNATIVES CONSIDERED:

1. Reject all received bids and do not move forward with the construction of the Fire Station No. 4/EOC Training Facility.
2. Award Bid 24-19 to MW Builders for the construction of the Fire Station #4/EOC/Training Facility Project - Base Bid ONLY in the amount of $17,197,000
3. Award Bid 24-19 to MW Builders for the construction of the Fire Station #4/EOC/Training Facility Project - Base Bid, Additional Alternate No. 1 AND Additional Alternate No. 2 in the amount of $23,818,000
4. Award Bid 24-19 to MW Builders for the construction of the Fire Station No. 4/ EOC/ Training Facility Project - Base Bid and Additional Alternate No. 1 in the amount of $22,184,000.00.

Which alternative is recommended? Why?

Alternative 4 is recommended because:

a. MW Builders is the lowest responsible bidder that submitted a complete bid package.
b. Martinez Architects, the design engineering firm on this project, reviewed and recommended the contract be awarded to MW Builders in the amount of $22,184,000.00 for the Base Bid and Additional Alternate No. 1.

CONFORMITY TO CITY POLICY:

The project conforms to all State and City purchasing policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

Total cost for the construction of the Fire Station No. 4 EOC and Training Facility project for the Base Bid and Alternate No. 1 is $22,184,000.00.

Is this a one-time or recurring revenue/expenditure?

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, $11,048,894 of ARPA funding is available in the Governmental CIP Fund account 349-8970-493.69-03 and $5,203,434 is available in the Governmental CIP fund account 349-8970-493.69-03 from the FY 2021 excess fund balance. Upon City Council's approval of the mid-year budget amendment in April, Staff recommends appropriating $1,900,000 from the Governmental CIP Fund unassigned fund balance and the remaining $4,032,863 is recommended to be appropriated from the FY 2023 excess fund balance above 22% after the delivery of the FY 2023 audit in March.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes, upon City Council's approval of the mid-year budget amendment.

RECOMMENDATION:

Staff recommends that the City Council award Bid 24-19, Fire Station No. 4 EOC Training Facility Project to MW Builders in the amount of $22,184,000.00 for the Base Bid and Alternate No. 1, authorize the City Manager or his designee to enter a contract with MW Builders, and authorize the City Manager to execute any and all change orders.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Recommendation
Construction Estimate
Certificate of Interested Parties
Presentation

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

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 27th day of February 2024, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

Approved As To Form: Holli C. Clements
Holli C. Clements
CITY ATTORNEY

Approved: Debbie Nash-King
Debbie Nash-King
MAYOR

CITY OF KILLEEN
KILLEEN TEXAS

Attest: Laura J. Calcote
Laura J. Calcote
CITY SECRETARY

City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

Bid No. 24-19

Fire Station No 4 EOC Training Facility Project

RESPONSE DEADLINE: January 17, 2024 at 2:00 pm

Report Generated: Wednesday, January 17, 2024

MW Builders, Inc. Proposal

CONTACT INFORMATION

Company:
MW Builders, Inc.

Email:
tcunningham@mwbuilders.com

Contact:
Todd Cunningham

Address:
3712 Helios Way
Pflugerville, TX 78660

Phone:
(512) 687-6400

Website:
N/A

Submission Date:
Jan 17, 2024 1:53 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 21, 2023 5:41 PM by Todd Cunningham

Addendum #2
Confirmed Jan 17, 2024 10:02 AM by Robert Irwin

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*
Please download the below documents, complete, and upload.

- Conflict_of_Interest_Questi...

CIQ_Form.pdf

2. Certificate of Interested Parties (Form 1295)*
If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

3. Acknowledgement – "Boycott Israel*"

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

4. Acknowledgement – "Boycott Energy Companies"*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

5. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

6. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

7. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

8. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

9. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

10. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

11. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

12. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

13. If your proposal contains confidential information identify where it is located.
Where in your proposal is the confidential information? Please be specific.

No confidential information is included in this proposal.

14. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*
Answer YES or

If your answer is NO, then please describe the differences here.

YES

15. Insurance Broker Information*
Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112
816.960.9000
kcasu@lockton.com

16. Are there claims that are pending against this insurance policy?*
Answer No or

If yes, please describe:

No

17. Proposal Requirements*
Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents?

Yes

18. Proposal Documents*
Please Upload your COMPLETE Proposal here.

MW_BUILDERS_24-19_Killeen_Fire_Station_No._4_EOC_Training_Facility.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____

Signature of vendor doing business with the governmental entity

11/07/2023

Date

MWBuilders

COMPETITIVE SEALED PROPOSAL

FIRE STATION NO. 4 EOC TRAINING FACILITY
BID NO. 24-19
JANUARY 17, 2024

GENERAL CONTRACTOR // DESIGN-BUILDER // CONSTRUCTION MANAGER
3712 HELIOS WAY // PFLUGERVILLE, TEXAS 78660 // 512.687.6400
MWBuilders.com

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SECTION 1

BID PROPOSAL FORM AND BID BOND

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of Five percent of our bid amount DOLLARS ($_____), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Proposal Amount:

Seventeen million one hundred ninety-seven thousand Dollars

($ 17,197,000)

Add Alternate #1 Amount:

Four million nine hundred eighty-seven thousand Dollars

($ 4,987,000)

Add Alternate #2 Amount:

One million six hundred thirty-four thousand Dollars

($ 1,634,000)

Unit Prices

A ADDITIONAL SELECT FILL: Select fill material required in excess of the quantity indicated by the Contract Documents, $30.00 /CY.

B. ADDITIONAL 5" CONCRETE PAVING: Increase area of 5" concrete paving, $9.00 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

C.ADDITIONAL 6" CONCRETE PAVING: Increase area of 6" concrete paving, $9.50 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

D. ADDITIONAL 7" CONCRETE PAVING: Increase area of 7" concrete paving, $10.00 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

E. ADDITIONAL CONCRETE FLATWORK: Increase area of concrete sidewalks, $12.00 /SF of concrete. Pricing to include all related costs for concrete, reinforcing, excavation, etc.

F. ADDITIONAL SOIL STABILIZATION: Stabilization required in excess of the quantity indicated by the contract documents, $14.00 /SY.

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Federal Insurance Company and _____

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with 9132 Trimmier Rd, Killeen, Texas 76542 Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated 12/20/23 Received 12/20/23
Addendum No. 2 dated 1/12/24 Received 1/12/24
Addendum No. 3 dated _____ Received _____

This is a Bid of: MW Builders, Inc. Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of _____, or; and Individual, doing business as _____.

By: _____
Todd Winnerman

President
TITLE

3712 Helios Way
MAILING ADDRESS

(same)
STREET ADDRESS

Pflugerville, Texas 78660
CITY AND STATE

512.687.6400
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, MW Builders, Inc., 3712 Helios Way, Pflugerville, TX 78660 as Principal, and firmly bound unto City of Killeen as owner in the sum of $ Five Percent (5%) of Amount Bid as the proper measure of liquidated damages for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 31st day of October, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **9132 Trimmer Rd, Killeen, Texas 76542**

Now, Therefore,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

MW Builders, Inc. (L.S.)

Principal

Jeremy Lambden, Assistant Secretary
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889 (215) 640-1000

Surety

By: Rebecca S. Leal, Attorney-in-Fact

SEAL

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christy M. Braile, Danielle R. Capps, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Erin C. Lavin, Veronica Lawver, Rebecca S. Leal, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Hillary D. Shepard, Evan D. Sizemore, Kristin D. Thurber and Mariana Walker of Kansas City, Missouri ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of **August, 2023.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 1st day of **August 2023** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 31, 2023

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3492 Fax (908) 903-3656 e-mail: surety@chubb.com

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

SECTION 2

STATEMENT OF QUALIFICATIONS TABLES 1-5

TABLE 1 – GENERAL INFORMATION				
A. COMPANY DATA				
Organization Doing Business:	MW Builders, Inc.			
Business Address:	3712 Helios Way Pflugerville, Texas 78660			
Telephone Number:	512-687-6400			
Fax Number:	512-687-6401			
Form of Business:	(Corporation)	Partnership	Individual	Joint Venture
IF A CORPORATION				
Date of Incorporation:	November 1, 2001			
State Incorporated:	Texas			
President's Name:	Todd Winnerman			
Vice President's Name:	Jason Oldham			
IF A PARTNERSHIP				
Date of Organization:	N/A			
Type	General	Limited		
IF AN INDIVIDUAL				
Name: Business Address:	N/A			
IF A JOINT VENTURE				
Name of Manager:				
Name of Firm:				
Name of Individual Companies:	N/A			
B. BUSINESS INFORMATION				
Current Number of Full Time Employees:	205	Past Year's Revenues:	$520 Million (2022)	
Average Number of Projects Annually:	20 (past five years)	Average Construction Cost of Project:	$14,985,818 (past five years)	

C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS

1. List work that will be provided by Offeror (Prime Contractor) using its own resources.

Project Management and Field Supervision, Subcontract Administration, General Conditions and Requirements, Project Accounting, Quality Control, Project Safety and Risk Analysis, Project Scheduling, and Project-specific Scopes dependent upon subcontractor availability and interest

2. List work that will be provided by Subcontractors on this project.

Sitework and Erosion Controls, Site and Building Concrete, Masonry, Steel, PEMB and Erection, Millwork, Roofing, Drywall and Finishes, MEP Trades, and Other Project-specific Scopes dependent upon subcontractor availability and interest

TABLE 2 – CONTRACTING EXPERIENCE			
1. Years of experience with projects similar to the proposed project: 52			
As a General Contractor:	52	As a Joint Venturer:	N/A
2. Number of projects similar to the proposed project completed in the past five (5) years?			Please see our 'Attachment C - Major Construction Completed"
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No.
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No.
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No.
6. Is offering company currently involved in any litigation or contemplating any litigation?			No.
7. Has this or a predecessor company ever refused to construct of refused to provide materials defined in Contract Documents on a project?			No.
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No.

TABLE 3 – PROPOSED KEY PERSONNEL	
SENIOR PROJECT MANAGER	
Name of Project Manager	Chris Lalla
Years of Experience as PM	17
Number of Similar Projects as PM with this company	7
Number of Similar Projects with other companies (PM)	28
Current Assignments	United Alloy Assembly and Manufacturing Facility Phase 2
% of time dedicated to this project	25%
Reference Project	
Project Name: United Alloy Assembly and Manufacturing Facility Phase 2	Reference Name: Luke R. Jaynes / Vanessa Dubick
Title: President / CFO	Organization: United Alloy
Telephone Number: 608.758.4717 ext. 142 / 608.758.4717 ext. 168	Email: ljaynes@unitedalloy.com / vdubick@unitedalloy.com
PROJECT MANAGER	
Name of Project Manager	Andres Zapata
Years of Experience as Project Manager	6
Number of Similar Projects as PM with this company	6
Number of Similar Projects with other companies (PM)	0
Current Assignments	Titan NorthPark Building 8 Valex
% of time dedicated to this project	50%
Reference Project	
Project Name: Titan NorthPark Building 8 Valex	Reference Name: Bryan Byrd
Title: Development Manager	Organization: Titan NorthPark 35 V, LLC
Telephone Number: 281.300.2885	Email: bbyrd@Titan-Development.com
PROJECT SUPERINTENDENT	
Name of Project Superintendent	Zachary Rickard
Years of Experience as Project Superintendent	7
Number of Similar Projects as Super with this company	12
Number of Similar Projects with other companies (Super)	0
Current Assignments	Titan NorthPark Building 4 - Light Industrial/Manufacturing
% of time dedicated to this project	100%
Reference Project	
Project Name: Oncor Distribution Service Center (Hutto)	Reference Name: Rachel Bryen
Title: Project Manager	Organization: Oncor Electric Delivery
Telephone Number: 682.276.4418	Email: Rachel.Bryen@oncor.com

ATTACHMENT C | **MAJOR CONSTRUCTION COMPLETED**

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
C&D Sort System Facility	Creedmoor, TX	Texas Disposal Systems	GBA	$ 1,234,500	December-23
Community National Bank Drive Through Teller Canopy Addition	Midland, TX	Community National Bank	Vandergriff Group Architects	$ 447,093	November-23
City of Midland Utilities Service Center	Midland, TX	City of Midland	Parkhill	$ 11,943,253	November-23
Ameristar Restroom Renovation Phase 3	Kansas City, MO	Ameristar Casinos, Inc.	Clockwork	$ 504,783	October-23
CONFIDENTIAL - Industrial/Warehouse Building	Altoona, IA	*CONFIDENTIAL*	GBA	$ 23,496,347	October-23
Live Oak Phase II	The Colony, TX	Link Logistics	GSR-Andrade	$ 57,212,090	September-23
CONFIDENTIAL - Industrial/Warehouse Building	Lockhart, TX	*CONFIDENTIAL*	GBA	$ 13,667,021	September-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 27,253,614	September-23
Village Cooperative of Overland Park Senior Apartments	Overland Park, KS	Real Estate Equities Development	Real Estate Equities Architecture	$ 15,824,518	September-23
UTPB Dunagan Library & CEED Renovations	Odessa, TX	University of Texas Permian Basin	Parkhill	$ 5,391,913	September-23
CONFIDENTIAL - Industrial/Warehouse Building	Selma, TX	*CONFIDENTIAL*	GBA	$ 26,749,304	August-23
Midland Children's Rehabilitation Center Pool Renovations	Midland, TX	Midland Children's Rehabilitation Center	Rhotenberry Wellen Architects	$ 3,311,894	August-23
Vue on West Parker Student Housing	Baton Rouge, LA	Fountain Residential	Stuart I. Roosth Architects	$ 34,749,456	August-23
CONFIDENTIAL - Tenant Improvements	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 29,514,930	August-23
UTPB Dunagan Library & CEED Renovations	Odessa, TX	University of Texas Permian Basin	Parkhill	$ 5,391,913	July-23
TrueHarvest Phase 2	Belton, TX	True Harvest Farms, LLC	MODA	$ 21,098,023	July-23
Texas Disposal Systems Sorting Building Addition	Creedmoor, TX	Texas Disposal Systems	GBA	$ 6,475,449	June-23
CONFIDENTIAL - Industrial/Warehouse Building	Tulsa, OK	*CONFIDENTIAL*	GBA	$ 13,570,758	June-23
Woodside Village Gym Renovation	Westwood, KS	Tanner & White Properties	Hufft	$ 6,756,640	May-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 16,364,243	May-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 13,764,600	May-23
CONFIDENTIAL - Industrial/Warehouse Building	Dallas, TX	*CONFIDENTIAL*	GBA	$ 22,529,898	May-23
United Alloy Phase II	Seguin, TX	United Alloy, Inc.	GBA	$ 11,300,000	April-23
Community National Bank Odessa Branch	Odessa, TX	Community National Bank	Rhotenberry Whellen Architects	$ 5,705,440	April-23
CONFIDENTIAL - Industrial Building	Altoona, IA	*CONFIDENTIAL*	GBA	$ 29,591,292	March-23
CONFIDENTIAL - Industrial	Georgetown, TX	*CONFIDENTIAL*	Pacheco Koch	$ 11,952,481	March-23
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	*CONFIDENTIAL*	GBA	$ 13,861,161	February-23
Oncor Odessa Service Center	Odessa, TX	Oncor Electric Delivery	Roe Design Group, LLC	$ 5,380,356	February-23
Ameristar Restrooms Renovation	Kansas City, MO	Ameristar Casinos, Inc.	Clockwork	$ 534,048	February-23
Barracks Renovation (Buildings 7614, 7616, 7648)	Fort Riley, KS	U.S. Army Corps of Engineers	GLMV Architecture	$ 36,254,221	February-23
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	*CONFIDENTIAL*	GBA	$ 11,848,402	February-23
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 18,993,603	January-23
Round Rock Microchem Commerce Park	Round Rock, TX	Microchem Laboratory	Method Architecture	$ 11,006,105	December-22
CONFIDENTIAL - Industrial/Warehouse Building	Santa Teresa, NM	*CONFIDENTIAL*	GBA	$ 21,258,566	November-22

ATTACHMENT C | **MAJOR CONSTRUCTION COMPLETED**

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
Oncor Hutto Distribution Service Center	Hutto, TX	Oncor Electric Delivery	Merriman Anderson Architects	$ 8,245,190	November-22
CONFIDENTIAL - Industrial Building	Altoona, IA	*CONFIDENTIAL*	GBA	$ 19,370,267	November-22
Southeast Commerce Park	Oklahoma City, OK	Blue Road Investments	RGA Architects	$ 29,729,393	October-22
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	*CONFIDENTIAL*	GBA	$ 6,561,666	September-22
City of Odessa Fire Rescue Station #6	Odessa, TX	City of Odessa	JSA Architects	$ 6,726,327	September-22
CONFIDENTIAL - Industrial	Hutto, TX	*CONFIDENTIAL*	Pacheco Koch	$ 180,000	September-22
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 10,098,800	September-22
Metro North Crossing Apartments	North Kansas City, MO	IAS Partners	Rosemann & Associates, P.C.	$ 50,944,052	August-22
Haven at the Gulch Multifamily	Nashville, TN	Guefen Development Company	BSB Design, Inc.	$ 63,717,508	August-22
CONFIDENTIAL - Industrial/Warehouse Building	Selma, TX	*CONFIDENTIAL*	GBA	$ 19,890,729	July-22
Scharbauer Flats Multifamily	Midland, TX	Dominium	BKV Group, Inc.	$ 51,725,196	July-22
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 16,824,716	July-22
CONFIDENTIAL - Roadway Project	Georgetown, TX	*CONFIDENTIAL*	Pacheco Koch	$ 2,200,000	July-22
Travis Elementary Portable Classrooms	Midland, TX	IDEA Public Schools	JSA Architects	$ 352,264	July-22
UEPH Barracks Renovation (Buildings 7842, 7846, 7850)	Fort Riley, KS	U.S. Army Corps of Engineers	GLMV Architecture	$ 34,074,909	June-22
CONFIDENTIAL - Industrial/Warehouse Building	Schertz, TX	*CONFIDENTIAL*	Method Architecture	$ 9,113,433	June-22
CONFIDENTIAL - Industrial/Warehouse Building	Lancaster, TX	*CONFIDENTIAL*	GBA	$ 20,422,561	May-22
FedEx Ground Parking Lot Expansion Lindale	Lindale, TX	Jones Development	Clark & Fuller	$ 3,576,271	April-22
Pecos Technical Training Center Shop Renovation	Pecos, TX	Odessa College	JSA Architects	$ 201,850	April-22
Children's Museum Renovations	Midland, TX	Museum of The Southwest	Rhotenberry Wellen Architects	$ 3,838,881	March-22
FY18 Tactical Equipment Maintenance Facility	Fort Hood, TX	U.S. Army Corps of Engineers	U.S. Army Corps of Engineers	$ 36,077,933	March-22
Family Promise Duplex Housing	Midland, TX	Family Promise of Midland, Texas	Vandergriff Group Architects	$ 4,209,366	March-22
Martin County Hospital ER Addition and Renovations	Stanton, TX	Martin County	Vandergriff Group Architects	$ 1,601,400	February-22
Vue on University Student Housing	Charlotte, NC	Fountain Residential	Stuart I. Roosth Architects	$ 58,495,528	February-22
Oncor Pecos Facility	Pecos, TX	Oncor Electric Delivery	Vandergriff Group Architects	$ 1,632,784	December-21
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 8,009,113	October-21
ICE Homeland Security Investigations Renovation	Midland, TX	Energy Related Properties	Vandergriff Group Architects	$ 2,135,620	October-21
CONFIDENTIAL - Industrial/Warehouse Building	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 8,546,157	October-21
CONFIDENTIAL - Industrial	Georgetown, TX	*CONFIDENTIAL*	GBA	$ 1,700,000	October-21
CONFIDENTIAL - Industrial	Georgetown, TX	*CONFIDENTIAL*	Place Designers, Inc.	$ 2,744,293	September-21
TexAmericas Center East SPEC Duke West 1	New Boston, TX	TexAmericas Center	GBA	$ 8,138,704	September-21
CONFIDENTIAL - Industrial/Warehouse Building	Schertz, TX	*CONFIDENTIAL*	Beaty Palmer Architects	$ 10,261,645	September-21
Ward Memorial PT Building Renovations	Monahans, TX	Ward Memorial Hospital	Vandergriff Group Architects	$ 2,640,761	September-21

ATTACHMENT C | **MAJOR CONSTRUCTION COMPLETED**

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
Aloft North Hotel	San Antonio, TX	Civitas Capital Group	5G Studio Collaborative, LLC	$ 13,106,094	August-21
Element Hotel	Richardson, TX	Midas Hospitality	Gray Design Group	$ 14,717,285	July-21
AIT Renovation & Modern Construction	Fort Leonard Wood, MO	U.S. Army Corps of Engineers	GLMV Architecture	$ 25,252,250	June-21
Oncor Service Center	Stanton, TX	Jones Lang LaSalle	Bennett Benner Partners	$ 6,085,871	June-21
Midland Fire Stations #5 and #11	Midland, TX	City of Midland	Martinez Architects	$ 10,995,865	May-21
The Yards Apartments	Kansas City, MO	Flaherty & Collins	KEM Studio	$ 29,175,886	April-21
CONFIDENTIAL - Industrial	Georgetown, TX	*CONFIDENTIAL*	KPA	$ 1,246,000	March-21
UMB Bank Renovation	Kansas City, MO	UMB Bank	Bell/Knott & Associates	$ 2,645,906	March-21
TRU/Home2 Suites by Hilton Dual Hotel	Pflugerville, TX	Rata Development, LLC	Merriman Anderson Architects	$ 14,800,504	March-21
Sixty16 Apartments	Shawnee, KS	Stag Commercial	Tevis Architects	$ 10,664,065	March-21
CONFIDENTIAL - Industrial/Warehouse Building	Santa Teresa, NM	*CONFIDENTIAL*	GBA	$ 13,111,571	February-21
CONFIDENTIAL - Multifamily and Parking Garage	Kansas City, MO	*CONFIDENTIAL*	BKV Group, Inc.	$ 58,241,708	January-21
CONFIDENTIAL - Industrial/Warehouse Building	Hutto, TX	*CONFIDENTIAL*	GBA	$ 9,159,788	December-20
Additions and Renovations to the Day Center	Midland, TX	Family Promise of Midland, Texas	Vandergriff Group Architects	$ 1,791,151	December-20
CONFIDENTIAL - Industrial/Warehouse Building	Schertz, TX	*CONFIDENTIAL*	Beaty Palmer Architects	$ 8,790,409	November-20
United Alloy New Manufacturing Facility	Seguin, TX	United Alloy, Inc.	GBA	$ 10,846,778	November-20
Innovation Business Park Building III	Hutto, TX	Titan Development	GBA	$ 8,944,877	October-20
Indian Hills Flex 1 Building	Austin, TX	Taurus Investment Holdings	ASD, Inc.	$ 3,180,730	October-20
Mid-Am Building Supply Warehouse Addition	Spring Hill, KS	Mid-Am Building Supply	GBA	$ 4,108,498	October-20
FedEx Freight Distribution Facility	Topeka, KS	Jones Development	GBA	$ 10,983,203	September-20
FedEx Freight Distribution Facility	Laredo, TX	Scannell Properties	Castles Design Group, P.C.	$ 23,714,037	September-20
Indigo Leasing Center and Amenity Renovations	Oklahoma City, OK	Weidner	Humphreys & Partners Architects	$ 3,026,815	August-20
CONFIDENTIAL - Multifamily	Kansas City, MO	*CONFIDENTIAL*	Clockwork, LLC	$ 39,052,359	August-20
AC Hotel by Marriott	Santa Rosa, CA	Bedford Lodging	BAR Architects	$ 26,947,483	August-20
Village Cooperative of Olathe Senior Apartments	Olathe, KS	Real Estate Equities Development	Real Estate Equities Architecture	$ 12,360,145	June-20
Hampton Inn & Suites Hotel	Keller, TX	Taurus Investment Holdings	KPS Group, Inc.	$ 10,784,302	May-20
Community National Bank Corporate Offices	Midland, TX	Community National Bank	Rhotenberry Wellen Architects	$ 6,465,610	May-20
Midland College June and Frank Cowden Jr. Dining Hall	Midland, TX	Midland College	Parkhill	$ 10,210,880	March-20
CONFIDENTIAL - Hotel	Prairie Village, KS	*CONFIDENTIAL*	Looney Ricks Kiss	$ 15,137,613	March-20
CONFIDENTIAL - Office Renovation	Midland, TX	*CONFIDENTIAL*	Vandergriff Group Architects	$ 1,163,430	March-20
Mission Training Complex (MTC) Simulations Center	Ft. Hood, TX	U.S. Army Corps of Engineers	Clark Nexsen	$ 58,254,564	February-20
Ranch at Arrington	College Station, TX	T.R. Inscore, LLC	WGW Architects, Inc.	$ 24,437,798	February-20

ATTACHMENT C | **MAJOR CONSTRUCTION COMPLETED**

PROJECT	LOCATION	OWNER	ARCHITECT	CONTRACT AMOUNTS	COMPLETION DATE
CONFIDENTIAL - Multifamily and Parking Garage	Leawood, KS	*CONFIDENTIAL*	Looney Ricks Kiss	$ 21,152,474	January-20
CONFIDENTIAL - Industrial/Warehouse Building	New Braunfels, TX	*CONFIDENTIAL*	GBA	$ 8,348,325	December-19
CONFIDENTIAL - Office Building Shell and Finish Out	Leawood, KS	*CONFIDENTIAL*	Finkle+Williams Architecture	$ 12,148,998	November-19
Design-Build Building 28000 Renovation	Ft. Hood, TX	U.S. Army Corps of Engineers	GLMV Architecture	$ 52,138,872	October-19
Immigration & Customs Enforcement Additions & Renovations	Midland, TX	L&J Designs, LLC	Vandergriff Group Architects	$ 1,763,356	September-19
848 Mitchell Student Housing	Arlington, TX	Fountain Residential	Stuart L. Roosth Architects	$ 44,368,583	September-19
Western Industries Tenant Improvements	Hutto, TX	Western Industries Corporation	GBA	$ 2,020,914	July-19
Cargill Feed Mill Additions	Temple, TX	Cargill, Inc.	VAA, LLC	$ 5,647,453	July-19
Marian Blakemore Planetarium	Midland, TX	Museum of The Southwest	Rhotenberry Wellen Architects	$ 109,750	July-19
Concho Quail Ranch	Midland, TX	ConocoPhillips (formerly Concho Resources)	Rhotenberry Wellen Architects	$ 1,296,000	May-19
Village Cooperative of Verona Hills Senior Apartments	Kansas City, MO	Real Estate Equities Development	Real Estate Equities Architecture	$ 13,545,051	May-19
Mars Petcare Office Renovation	Temple, TX	Mars Petcare US	GBA	$ 174,867	May-19
KEG1 Distribution Facility	Temple, TX	Keg 1, LLC	GBA	$ 10,185,479	March-19
Lane Enterprises Building	Temple, TX	Lane Enterprises, Inc.	GBA	$ 7,409,318	March-19
West Texas Opportunities New Office Building	Odessa, TX	West Texas Opportunities, Inc.	Parkhill	$ 2,054,573	February-19
Martin County Jail	Stanton, TX	Martin County	DRG Architects	$ 8,572,483	February-19
Midland County Library Renovation	Midland, TX	Midland County Purchasing	Parkhill	$ 5,429,101	January-19
Springbrook Buildings 8 & 9	Pflugerville, TX	IDI Logistics	Meinhardt & Associates Architects	$ 11,646,828	December-18
CONFIDENTIAL - Multifamily Apartments	Prairie Village, KS	*CONFIDENTIAL*	Looney Ricks Kiss	$ 49,033,304	December-18
Gardendale Field Office	Gardendale, TX	ConocoPhillips (formerly Concho Resources)	Rhotenberry Wellen Architects	$ 2,592,212	November-18
Village Cooperative of Northland Senior Apartments	Kansas City, MO	Real Estate Equities Development	Real Estate Equities Architecture	$ 12,394,813	November-18
Ward County Hospital Clinic Renovation	Monahans, TX	Ward Memorial Hospital	Vandergriff Group Architects	$ 365,500	October-18
Courtyard by Marriott	Dallas, TX	Peachstate Hospitality	Lindsay Pope Brayfield & Associates	$ 27,078,461	September-18
CONFIDENTIAL - Tenant Improvements	Pflugerville, TX	*CONFIDENTIAL*	KDS Architecture + Interiors	$ 2,141,957	September-18
Union Berkley Riverfront Park Apartments	Kansas City, MO	Flaherty & Collins	Cunningham Group	$ 53,454,604	August-18
The Armory at Sam Houston Student Housing	Huntsville, TX	Stonemont Financial Group	BSB Design, Inc.	$ 28,036,684	August-18
Bell County Expo Livestock/Equestrian Facility	Belton, TX	Bell County	Hahnfeld Hoffer & Stanford	$ 29,989,086	July-18
Ward Memorial Hospital Renovation	Monahans, TX	Ward Memorial Hospital	Vandergriff Group Architects	$ 2,292,247	June-18
ASCO Equipment Facility Renovations	Bryan, TX	ASCO Equipment	ASCO Equipment	$ 1,322,370	May-18
TeleTech Tenant Improvements	Temple, TX	TTEC (formerly TeleTech)	Steve Newby Architects	$ 2,708,670	March-18
Kinsley Forest Apartments	Kansas City, MO	Taurus Investment Holdings	The Hill Firm Architects	$ 35,684,160	February-18
Midland County CSCD Facility	Midland, TX	Midland County Purchasing	Vandergriff Group Architects	$ 2,834,075	February-18

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS

REFERENCE PROJECT 1

Project Description

Two new fire stations for the City of Midland. Station #5 replaced a 61-year-old facility with a larger two-story, three-bay facility constructed on the original site. Station #11 was built on a larger property and required close coordination with other municipal and private utility projects. It features four emergency vehicle bays, a fueling station, and a truck wash facility. Both stations feature dormitory living quarters, kitchen and dining space, outdoor patios, and areas for gear, decontamination, exercise, offices, and storage.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Midland	Fire Stations #5 and #11	$10,995,865	5/12/2021	0.88%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Charles Blumenauer	Fire Chief	City of Midland	432.685.7332	cblumenauer@midlandtexas.gov

Architect's Reference Information

Name	Title	Company	Telephone	E-Mail
Justin Myers	Principal	Martinez Architects	281.346.7371	justinm@martinez-architects.com

REFERENCE PROJECT 2

Project Description

This project consisted of the development and construction of approximately 96,333 SF newly constructed indoor livestock/equestrian facility and approximately 74,200 SF new outdoor covered warm-up arena, including adjacent covered livestock and equestrian pens. The new livestock and equestrian facility at the Bell County Expo Center building is located west of the current grounds and offers 800 spectator seats for the 96,333 SF performance arena. The warm-up arena features covered livestock stalls, a concourse for vendors, and a bar and grill.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Bell County	Expo Livestock/Equestrian Facility & Renovations	$29,989,086	7/3/2018	0.38%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Phil Goodwill	Project Director	Bell County	254.933.6726	Phil.Goodwill@co.bell.tx.us

Architect's Reference Information

Name	Title	Company	Telephone	E-Mail
Gary Ryan	Associate Principal	Hahnfeld Hoffer Stanford	817.302.0673	gryan@hahnfeld.com

REFERENCE PROJECT 3

Project Description

New construction of a Tactical Equipment Maintenance Facility (TEMF) and associated storage buildings at Fort Hood, Texas. The project included all site work, hardstand, landscaping, utilities privatized utility providers, storm drainage, concrete, masonry, PEMB, MEP trades, finishes, special equipment, bridge cranes, POL systems, compressed air systems, and Hazmat storage buildings. The facility features vehicle maintenance bays with bridge cranes, administrative space, and expanded parking.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
U.S. Army Corps of Engineers	Tactical Equipment Maintenance Facility	$36,077,933	3/4/2022	18.38%

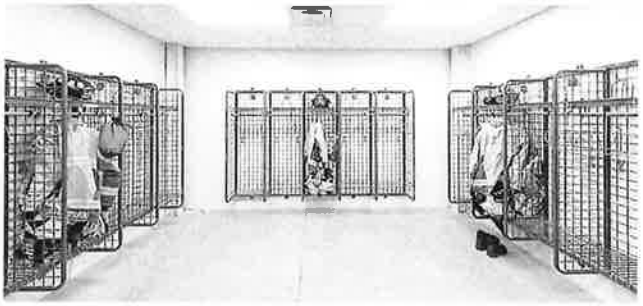
Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Andrew Bury	Resident Engineer	U.S. Army Corps of Engineers	254.285.3188	andrew.r.bury@usace.army.mil

Architect's Reference Information

Name	Title	Company	Telephone	E-Mail
Andrew Bury	Resident Engineer	U.S. Army Corps of Engineers	254.285.3188	andrew.r.bury@usace.army.mil

On the following pages, we have provided supplementary project sheets to further demonstrate the relevant project experience listed above.



CITY OF MIDLAND FIRE STATIONS #5 & #11

In 2020, MW Builders was selected to assist the growing City of Midland to build two new fire stations. The new Station #5 replaces a 61-year-old facility with a larger two-story, three-bay facility constructed on the original site. A cantilevered structure allows for more efficient use of the site, with personnel parking constructed below the kitchen, and allows for a rappelling platform for training purposes.

Station #11 is built on a larger property and required close coordination with other municipal and private utility projects. It features four emergency vehicle bays, a fueling station, and a truck wash facility. Each fire station features dormitory living quarters, ample kitchen and dining space, outdoor patios, and areas for gear, decontamination, exercise, office and storage.

LOCATION
Midland, TX

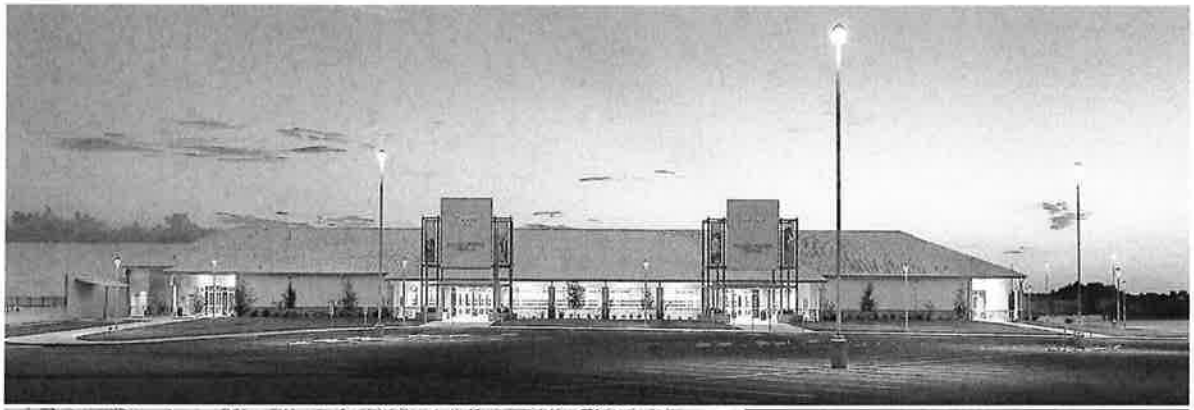
OWNER
City of Midland

ARCHITECT
Martinez Architects

COMPLETION DATE
May 2021

DELIVERY METHOD
General Contractor

PROJECT SIZE
11,752 SF (Station #5)
12,350 SF (Station #11)



BELL COUNTY EXPO LIVESTOCK/EQUESTRIAN FACILITY & RENOVATIONS

This project consisted of the development and construction of approximately 96,333 SF newly constructed indoor livestock/equestrian facility and approximately 74,200 SF new outdoor covered warm-up arena including adjacent covered livestock and equestrian pens. Also included are interior renovations of an existing exposition building.

The new livestock and equestrian facility at the Bell County Expo Center building is located west of the current grounds, and offers 800 spectator seats for the 96,333 SF performance arena. The warm-up arena features covered livestock stalls, a concourse for vendors, and a bar and grill.

The new facility hosts a variety of competitive events, including hunter jumper shows and cutting horse shows, barrel racing, team roping, and other events that need ample floor space. Part of the expansion included upgrades to the building envelope and new heating and air conditioning for the Expo Exhibit Area Building (Building #3). MW Builders provided extensive preconstruction service including design review and estimating costs.

LOCATION
Belton, TX

OWNER
Bell County

ARCHITECT
Hahnfeld Hoffer Stanford

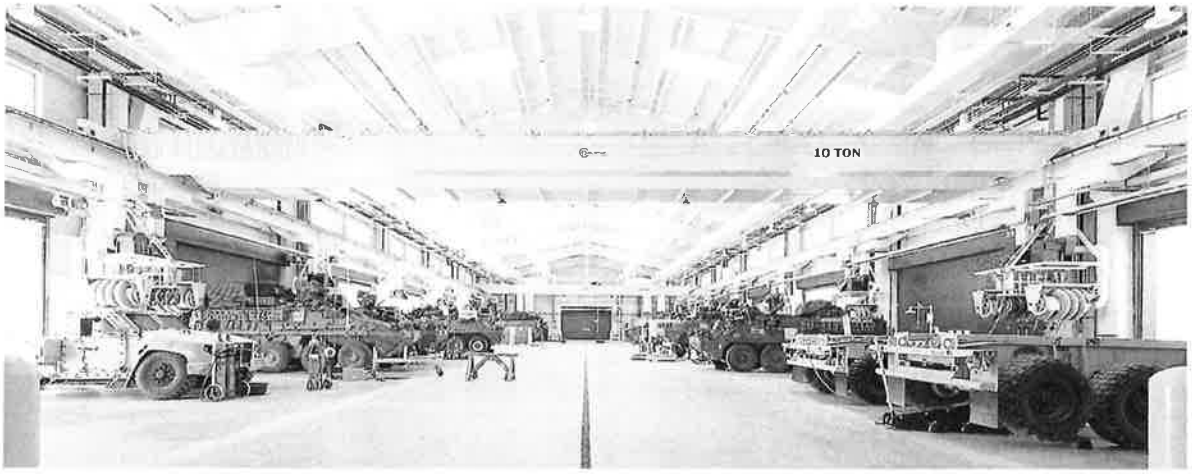
COMPLETION DATE
November 2017

DELIVERY METHOD
Construction Manager-at-Risk

PROJECT SIZE
96,333 SF Livestock Facility
74,200 SF Arena
100,000 SF Renovation Bldg #3

PROPOSED PROJECT TEAM MEMBER ROLES:

Zach Rickard
Project Superintendent



FY18 TACTICAL EQUIPMENT MAINTENANCE FACILITY (TEMF)

MW Builders served as the prime contractor for this project, providing general contractor services for the new construction of a Tactical Equipment Maintenance Facility and associated storage buildings at Fort Hood, Texas. This project included all site work, hardstand, landscaping, utilities by privatized utility providers, storm drainage, concrete, masonry, PEMB, MEP trades, finishes, special equipment, bridge cranes, POL systems, compressed air systems, and Hazmat storage buildings. The facility features vehicle maintenance bays with bridge cranes, administrative space, and expanded parking.

LOCATION
Fort Hood, TX

OWNER
U.S. Army Corps of Engineers

ARCHITECT
U.S. Army Corps of Engineers

COMPLETION DATE
March 2022

DELIVERY METHOD
General Contractor

PROJECT SIZE
57,371 SF

PROPOSED PROJECT TEAM MEMBER ROLES:

Zach Rickard
Project Superintendent

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract

Provide a list of major equipment or material suppliers for use on project.	
Supplier Name	Material or Equipment Supplied

MW Builders will provide the full required subcontractor and supplier list upon awarding of the contract.

SECTION 3

ADDITIONAL QUALIFICATIONS REQUESTED

MWBuilders

January 17, 2024

Lorianne Luciano
Director of Procurement and Contract Management
802 N. 2nd Street
Killeen, Texas 76541

RE: **Request for Competitive Sealed Proposals**
Bid No. 24-11 | Fire Station No. 4 EOC Training Facility Project

Dear Ms. Luciano,

MW Builders is pleased to present our qualifications for the Fire Station No. 4 EOC Training Facility Project in Killeen, Texas. As an expert general contractor, MW Builders has a strong history of successfully completing similar facilities throughout the state of Texas and an experienced staff ready to provide construction phase services. We believe we are the best contractor for this job for the following reasons.

LEVERAGING A NATIONAL NETWORK
MW Builders understands what it takes to be successful working throughout Texas. Our ability to effectively analyze and plan our work, our large network of qualified subcontractors, and our ability to work are significant assets in delivering the work safely, on time, within budget, and with quality workmanship. These factors are crucial to the success of the Killeen Fire Station No. 4 EOC Training Facility project.

PROVIDING THE BEST PROJECT TEAM
Each member of our proposed project team is experienced in the construction of similar facilities for satisfied clients. We will bring lessons learned to your project in an open and honest team atmosphere. As our qualifications demonstrate, MW Builders has an excellent track record with projects of this type. We've also provided references in this response who can speak to the quality craftsmanship of our proposed team members and their dedication to successful project completion through teamwork and collaboration.

BUILDING A RELATIONSHIP AND UNDERSTANDING YOUR NEEDS
MW Builders takes pride in our ability to be responsive to our clients' needs while bringing their projects in on time and within budget. We have planted roots in Central Texas as we continue to build upon our partnerships and repeat clients, which is a testament to our vision of always delivering an unparalleled construction experience. Additionally, we have a unique understanding of the needs of the City of Killeen, and we boast a successful track record at Fort Cavazos (formerly Fort Hood). One of our employees, Chad Berg, served as the Emergency Management/Homeland Security Coordinator for the City of Killeen for 10 years. This experience allows Chad to provide us with key insights regarding the City of Killeen's needs and other factors involved in making this particular project highly successful.

We are very excited about this opportunity to submit our proposal and qualifications for this project, and we look forward to interviewing with you. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Todd Winnerman
President
MW Builders, Inc.
TWinnerman@MWBuilders.com
P: 432.687.1219
F: 512.687.6401

COMPANY OVERVIEW

WHO WE ARE

MW Builders is an employee-owned general contractor with offices in Austin, Dallas, Jacksonville, Midland, and Kansas City. Founded in 1971, MW Builders has grown into an ENR Top 400 Contractor performing over $520 million in revenue for private and public sector clients in a variety of market segments. Licensed/registered in 38 states, we offer our clients the focus of a local builder with the wide presence, perspective and expertise of a national contractor.

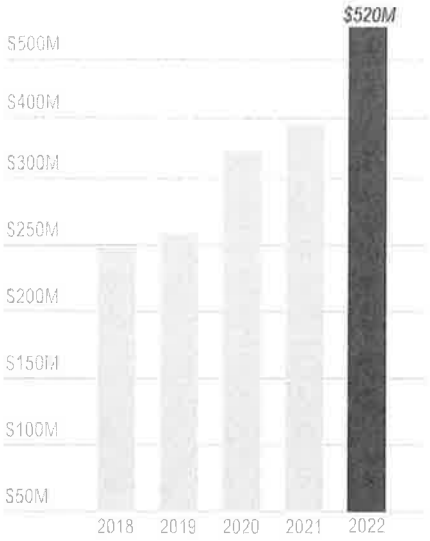
WHERE WE BUILD

With a focus on serving our clients across the country, as well as our regional markets MW Builders has performed work in more than 40 states.

Office Locations

Licensed/Registered

MW BUILDERS REVENUE



PRIDE OF OWNERSHIP

MW Builders is a 100% employee-owned company. Employee ownership—and the pride, dedication, and commitment to excellence that comes with it—is the bond that unites our people. It's the thread that connects us all to our common goal. The goal to ensure project success no matter what it takes is at the forefront of all we do, because our clients' success is instrumental to ours.

Having a stake in the game is more than just ownership, it's a mindset—pride in a job well done and a desire to improve every day.

COMPANY OVERVIEW

WHAT WE DO

Just as every tool has its place and function on the job site, MW Builders believes that project delivery methods should be tailored to best fit the Owner's requirements. Our success at fulfilling our clients' needs is evidenced by our number of repeat clients.

INDUSTRIES

- corporate
- education
- hospitality
- industrial
- mixed use / retail
- multifamily
- public
- senior living
- student housing

TRUE BUILDERS

MW Builders employs more than 200 qualified professionals and skilled craftsmen who are experienced in a diverse array of projects. Our team stands out for its client focus while delivering superior project management and a product of the highest quality.

In addition to general construction services, we leverage our areas of expertise to create processes and utilize technology to provide value-added services to our clients.

- PRECONSTRUCTION
- QUALITY CONTROL
- BUILDING INFORMATION MODELING
- SUSTAINABILITY
- PROJECT SCHEDULING
- SELF-PERFORMANCE

OUR VISION

To be a trusted partner that leads our industry with talent, heart, and services, creating environments that improve people's lives.

COMPANY OVERVIEW

VALUES

Our five core values drive our daily decisions and epitomize who we are as a company and as people. Just working day in and day out to do business — and life — the right way. With a focus on teamwork, quality craftsmanship, caring heart, entrepreneurial spirit, and, above all else, integrity, our values remain at the core of who we are, and who we have been from day one. No doubt, they're the reason behind our past successes and will continue to shape our vision for sustained success in the future.

SAFETY

Our team knows that safety isn't a rule book, it is a culture that must be established and adopted by all for us to succeed.

MW Builders' safety program is structured to provide the shortest distance possible between the highest level of management and the work being performed on each of our jobsites.

Our safety leadership regularly visits each of our project sites and supports our project teams to effectively implement our safety program.

COMPANY OVERVIEW

STRONG FINANCIAL PARTNER

When choosing a builder, we know you are looking for a construction partner with financial stability and a proven track record. A compelling indicator of our extremely strong financial position is the ongoing confidence displayed by our surety, the Chubb Group of Insurance Companies. MW Builders has seen our bonding line steadily increase over the past 20 years.

Over time, we've built lasting financial relationships thanks to our proven success as a strong partner. While we are innovative in our approach to our projects, our conservative financial management has led to continued growth and stability.

"MW Builders has been a valued customer of UMB Bank for more than 50 years. Throughout this time, the management of this industry leader has demonstrated the highest level of integrity... We are proud to be MW Builders' bank."

Jim Sangster, *President*
UMB Bank

SINGLE PROJECT LIMIT: $250 MILLION

AGGREGATE BONDING CAPACITY: $1.2 BILLION

MMC CORP FAMILY

MW Builders is a part of MMC Corp, a holding company made up of three core construction services brands: general contractor, mechanical contractors, and specialty contractors. With more than ***80 years of experience***, we have grown from a family business to a 100 percent employee-owned company.

MMC CORP

General Contractor

MWBuilders

AUSTIN
DALLAS
JACKSONVILLE
KANSAS CITY
MIDLAND

mwbuilders.com

Mechanical Contractor

MMC CONTRACTORS

IOWA
KANSAS CITY
LAS VEGAS
OMAHA
LINCOLN
NASHVILLE

mmccontractors.com

Specialty Contractor

BCS

RENO

bcsnv.com

MW BUILDERS KEY PERSONNEL

LEADERSHIP

TODD WINNERMAN // *President*

As President, Todd is responsible for the overall performance of the company and directs the overall operation of MW Builders.

- 28 years experience with MW Builders
- Began career with MW Builders straight out of college as a Project Engineer and worked his way up through operations and estimating
- BS in Industrial Engineering from University of Central Florida
- Operates from our Kansas City Office

OFFICE LEADERSHIP

JASON OLDHAM

Executive Vice President

- 22 years experience
- 22 years with MW Builders
- BS of Environmental Design at Texas A&M University

AARON HOELSCHER, LEED AP DBIA

Vice President, Regional Manager

Midland + Austin

- 18 years experience
- 18 years with MW Builders
- MS Civil Engineering at Texas A&M University

CHARLES ROMBOLD

Division Manager

Dallas

- 14 years experience
- 14 years with MW Builders
- BS Architectural Studies at University of Kansas

ISAAC BYERS

Division Manager

Jacksonville

- 20 years experience
- 15 years with MW Builders
- BS Construction Management at Brigham Young University

ERIC BEBERMEYER

Division Manager

Kansas City

- 19 years experience
- 14 years with MW Builders
- BS Construction Science & Management at Kansas State University

BRENT BOND

Operations Manager

Midland

- 28 years experience
- 5 years with MW Builders

MW BUILDERS KEY PERSONNEL

CONSTRUCTION OPERATIONS

JOSH THOMAS

Operations Manager

- 19 years experience
- 8 years with MW Builders
- BS Construction Science at Texas A&M University

BENNY BYERS

General Superintendent

- 37 years experience
- 31 years with MW Builders

AUSTIN SHEPHERD

Operations Manager

- 17 years experience
- 14 years with MW Builders
- BS Construction Science & Management at Kansas State University

ALI DONOHO

Operations Manager

Austin

- 19 years experience
- BS Construction Science at Texas A&M University

RYAN MYERS

Area Superintendent

- 19 years experience
- 19 years with MW Builders
- BS Construction Management at Sam Houston State University

BARRON BALDWIN

Safety Supervisor

Austin, Dallas & Midland

- 19 years experience
- 13 years with MW Builders
- Certified Construction Safety Specialist & OSHA 500

COREY BALLENGER

Safety Supervisor

Kansas City

- 19 years experience
- BS Safety Management at University of Central Missouri

ERIC STONE

Project Controls Manager

- 24 years experience
- 19 years with MW Builders
- MBA at William Woods University

MW BUILDERS KEY PERSONNEL

PRECONSTRUCTION AND BUSINESS DEVELOPMENT

JEREMY LAMBDEN

Estimating Manager

Austin, Dallas & Midland

- 27 years experience
- 25 years with MW Builders
- BS Construction Science at Texas A&M University

BRYAN HEFLEY

Senior Preconstruction Manager

Industrial

- 25 years experience
- 11 years with MW Builders
- BS Construction Management at Pittsburg State University

TODD CUNNINGHAM

Preconstruction Manager

Midland

- 30 years experience
- 28 years with MW Builders
- BS Construction Science at Texas A&M University

BRET NECESSARY, P.E.

Vice President of Business Development

- 26 years experience
- 8 years with MW Builders
- BS Civil Engineering at Texas A&M University

MARTY HOFFEY

Business Development Manager

Kansas City

- 33 years experience
- 10 years with MW Builders
- BS Construction Engineering at Iowa State University

SU JONES

Business Development Manager

Austin

- 26 years experience
- MBA at St. Edward's University
- Bachelor of Science at Louisiana State University

CHARLIE BRIGGS

Business Development Manager

Jacksonville

- 26 years experience
- Bachelor of Science at Embry Riddle Aeronautical University

CORY LACY

Business Development Manager

Dallas

- 26 years experience
- Bachelor of Art at University of Arkansas

CHRIS LALLA

Project Manager - Austin Office - Administration

As Project Manager, Chris is responsible for the day-to-day management and administration of the project and reports to the Senior Project Manager. He is responsible for maintaining the project budget and works with the Project Superintendent to ensure that subcontractors and suppliers comply with the project schedule and the performance of all elements of their contracts. He maintains effective and open lines of communication with the Owner to ensure that all contract requirements are met and expectations exceeded.

EDUCATION

Austin Community College
Construction Management

CERTIFICATIONS

- Procore Project Management Training

CAREER HIGHLIGHTS

MW Builders // 2020

- Project Manager // 2020

YEARS IN THE INDUSTRY

22+

RELEVANT PROJECT EXPERIENCE

Innovation Park Building VII // Hutto, TX
213,300 SF, design-build, tilt-up

Innovation Park Building VI // Hutto, TX
196,560 SF, design-build, tilt-up

TNP35 Lakeway Drive // Georgetown, TX
6,200 SF, 16 inch water line, design-build

Texas Speed Tenant Improvements // Georgetown, TX
72,133 SF, design-build

Northpark35 Bldg II // Georgetown, TX
158,323 SF, design-build, tilt-up

True Harvest Phase 2 // Belton, TX
118,000 SF, design-build, PEMB

True Harvest Phase 3 // Belton, TX
71,000 SF, design-build, PEMB

United Alloy Assembly & Manufacturing Facility Phase I // Seguin, TX
120,000 SF, design-build

United Alloy Assembly & Manufacturing Facility Phase II // Seguin, TX
110,000 SF, design-build

Texas Parks & Wildfire Game Warden Training Phase 4 // Hamilton, TX

Hutto Ampitheater // Hutto, TX

ANDRES ZAPATA
Project Manager

As Project Manager, Andres is responsible for the day-to-day management and administration of the project and reports to the Senior Project Manager. He is responsible for maintaining the project budget and works with the Project Superintendent to ensure that subcontractors and suppliers comply with the project schedule and the performance of all elements of their contracts. He maintains effective and open lines of communication with the Owner to ensure that all contract requirements are met and expectations exceeded.

EDUCATION
Texas State Technical College Waco
Associate of Applied Science in Building Construction Technology

CERTIFICATIONS
- OSHA 10 HR
- OSHA 30 HR
- COA Int'l Codes Council
- NCCER Carpentry & Craft Technology

CAREER HIGHLIGHTS
MW Builders // 2019
- Assistant Project Manager // 2020
- Project Engineer // 2019

YEARS IN THE INDUSTRY
6+

RELEVANT PROJECT EXPERIENCE

Titan NorthPark Building 8 // Georgetown, TX
194,800 SF, design-build, tilt-up, industrial building and tenant improvements

Titan NorthPark Building 6 // Georgetown, TX
435,714 SF, design-build, tilt-up

TNP Building V // Georgetown, TX
297,576 SF, tilt-up, flex-space industrial building

Dallas Midpoint Crossing // Lancaster, TX
550,000 SF, design-build, tilt-up

Enterprise Industrial Park Bldg 4 // Schertz, TX
250,428 SF, tilt-up, cross-dock warehous

Enterprise Industrial Park Bldg 6 // Schertz, TX
187,288 SF, tilt-up

Multi-Family – New Hope Housing, Dale Carnegie // Houston, TX
170 fully furnished studio apartment housing

Multi-Family – Camden, North End Phase 1 & 2 // Phoenix, AZ
Variety of open-concept apartment housing

ZACH RICKARD
Superintendent

As Project Superintendent, Zach is responsible for project field operations, safety and quality assurance. His activities include: project planning and documentation; coordination and scheduling of trades; construction supervision; safety program implementation; and quality control management. He maintains effective communication with project management, field staff, subcontractors, self-performance crews and the Owner's Representative.

Zach brings 7+ years of construction experience to the team and has worked on a wide variety of projects type, including those similar in scope to the Killeen Fire Station No. 4 Training Facility project. He also has significant experience working on projects at Fort Hood, just outside the City of Killeen.

CERTIFICATIONS

- OSHA 30 HR
- Rough Terrain Forklift
- Qualified HILTI Operator
- Boom/Scissor Lift Operator
- Procore Project Management Training

CAREER HIGHLIGHTS

MW Builders // 2016

- Superintendent // 2021
- Asst. Superintendent // 2016

YEARS IN THE INDUSTRY

7+

RELEVANT PROJECT EXPERIENCE

Oncor Distribution Service Center // Hutto, TX
19,250 SF, tilt-up, distribution service center, 5 PEMB canopies, office & training spaces

Bell County Expo Livestock & Exhibit Area // Belton, TX
170,533-SF, split-level performance arena & renovations

Mission Training Complex Simulations Center // Ft. Hood, TX
140,000 SF, mission training complex

FY18 Tactical Equipment Maintenance Facility // Ft. Hood, TX
57,371 SF, tactical equipment maintenance facility

Selma Building 2 // Selma, TX
305,760 SF, design-build, tilt-up

KVAL // Hutto, TX
52,500 SF, design-build, tilt-up, build-to-suite

Commerce Center South // Austin, TX
330,000 SF, design-build, 4 buildings, tilt-up

Texas Disposal System Building // Creedmoor, TX
50,150 SF, design-build, tilt-up

1st Cavalry Headquarters Renovation // Ft. Hood, TX
148,000 SF, 3-story, interior & exterior renovation

Aloft Hotel // San Antonio, TX
69,330 SF, 4-story hotel, 136 keys

Element by Westin // Richardson, TX
75,396 SF, 4-story hotel, 123 keys

Tru / Home 2 Suites by Hilton // Pflugerville, TX
89,815 SF, 5-story hotel, 179 keys

Projects in bold italics are included in this proposal

REFERENCES

Our experience across Texas on projects similar to the City of Killeen Fire Station No. 4 EOC Training Facility has given us the privilege of working with many Owners, developers, and architects throughout the state. Please feel free to contact some of our partners listed below.

John Francis
Contract Manager
Bell County (retired)
254.217.6299
john.francis@bellcounty.texas.gov

Bill Schumann
County Commissioner
Bell County
254.933.6726
bill.schumann@bellcounty.texas.gov

Regina Stephenson
General Services Director
City of Midland
432.685.7233
rstephenson@midlandtexas.gov

Ashley Coco
Senior Architectural Project Manager
Parkhill
432.681.6168
acoco@parkhill.com

Charles Blumenauer
Fire Chief
City of Midland
432.685.7332
cblumenauer@midlandtexas.gov

Mark Pelletier, AIA
Principal
Vandergriff Group Architects
432.687.0781
mpelletier@vandergriff-group.com

Justin Myers, AIA
Principal
Martinez Architects
281.346.7371
justinm@martinez-architects.com

ADDITIONAL SIMILAR PROJECTS

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS

REFERENCE PROJECT 1

Project Description

Project sits on a 3.5-acre site and consists of a new two-story Utilities Service Center campus for the City of Midland. Includes administration offices/ meeting areas for utilities staff and maintenance personnel. Also includes vehicle maintenance bays, oil change stations, dry storage facilities, and car wash bays. The project comprises multiple city-owned facilities on a complex site and includes heavy-duty pavement for garbage trucks.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Midland	Utilities Service Center	$11,943,253	11/04/2023	4.10%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Regina Stephenson	General Services Director	City of Midland	432.685.7233	rstephenson@midlandtexas.gov
Architect's Reference Information				
Name	Title	Company	Telephone	E-Mail
Ashley Coco	Sr. Architectural Project Manager	Parkhill	432.681.6168	acoco@parkhill.com

REFERENCE PROJECT 2

Project Description

Project consists of a 19,250 SF main building, five PEMBs (canopies), and associated site improvements. The main building includes structural masonry and steel and light-gauge framing for interior partitions and ceilings. Site improvements consist of a retention pond, site fencing, paving, landscaping, and other miscellaneous amenities across a site of roughly 20 acres. This project also featured heavy-duty pavements throughout the site.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Oncor Electric Delivery	Distribution Service Center	$8,245,190	11/29/2022	-2.76%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Rachel Bryen	Project Manager	Oncor Electric Delivery	682.276.4418	Rachel.Bryen@oncor.com
Architect's Reference Information				
Name	Title	Company	Telephone	E-Mail
Derek Dizon	Architect	Merriman Anderson Architects	214.347.7068	derekd@merriman-maa.com

REFERENCE PROJECT 3

Project Description

The new 143,481 SF Mission Training Complex (MTC) Simulations Center located at Fort Hood (now Fort Cavazos), Texas, doubled the original square footage and consolidated the mission training complex, which initially encompassed ten buildings scattered throughout the installation. The new facilities have the capacity to train the entire Corps headquarters. Large classrooms can be made smaller or larger for class size, and the building also houses office space, storage facilities, and an after-action review room. There is also a 99,000 SF outdoors Tactical Operations Center (TOC) yard.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
U.S. Army Corps of Engineers	Mission Training Complex (MTC) Simulations Center	$58,254,564	2/25/2020	4.51%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Andrew Bury	Resident Engineer	U.S. Army Corps of Engineers	254.285.3188	andrew.r.bury@usace.army.mil
Architect's Reference Information				
Name	Title	Company	Telephone	E-Mail
Jason Jones	Principal	Clark Nexsen	704.840.1370	jjones@clarknexsen.com

On the following pages, we have provided supplementary project sheets to further demonstrate the additional relevant project experience listed above.

CITY OF MIDLAND UTILITIES SERVICE CENTER

Our seventh project for the City of Midland consists of the construction of vehicle maintenance facilities comprising three new pre-engineered metal buildings and related sitework. The largest building is a new, two story office facility totaling 28,130 SF with four adjoining pull-through bays for storage of service trucks. This building houses the Department of Water and Wastewater Utilities and features conference rooms, collaborative areas, break rooms, training rooms, exercise rooms, locker and shower facilities, and public reception areas.

The second building is an 8,665 SF vehicle service shop with a service bay, lift bay and inspection bay. Adjoining offices feature training, break room and storage facilities.

The third building is a 3,029 SF three-bay general purpose storage building. Sitework includes new construction of a 1,358 SF drive-through vehicle wash bay with load-bearing CMU walls, approximately 80,000 SF of new concrete paving, new perimeter fencing, utilities and landscaping. An existing fuel facility was incorporated into the site design, and the city's fueling facility remained in uninterrupted operation during construction.

LOCATION
Midland, TX

OWNER
City of Midland

ARCHITECT
Parkhill

COMPLETION DATE
November 2023

DELIVERY METHOD
General Contractor

PROJECT SIZE
41,400 SF

ONCOR HUTTO DISTRIBUTION SERVICE CENTER

MW Builders was selected by Oncor to provide general contractor services for its new service center in Hutto, Texas (Williamson County). This project consists of a 19,250 SF main building, five PEMBs (canopies), and associated site improvements. The main building includes structural masonry and steel and light-gauge framing for interior partitions and ceilings. Site improvements consist of a retention pond, site fencing, paving, landscaping, and other miscellaneous amenities across a site of roughly 20 acres.

LOCATION
Hutto, TX

OWNER
Oncor Electric Delivery

ARCHITECT
Merriman Anderson Architects

COMPLETION DATE
November 2022

DELIVERY METHOD
General Contractor

PROJECT SIZE
19,250 SF

MISSION TRAINING COMPLEX (MTC) SIMULATIONS CENTER

This new Mission Training Center (MTC) located on Fort Hood provides individual learning through collective, simulation-driven mission command training for III Corps and Fort Hood units. The new 143,481 SF facility doubled the original square footage and consolidated the mission training complex, which initially encompassed ten buildings scattered throughout the installation.

The new facilities have the capacity to train the entire Corps headquarters with its subordinate divisions at one time or train multiple battalions and brigades simultaneously. The MTC provides holistic and realistic command training in addition to serving as the hub for mission training for Fort Riley, KS; Fort Carson, CO; and Fort Sill, OK. The MTC will primarily train active-duty soldiers, but the facilities are also open to allied forces such as the National Guard, Reserves, Air Force, Navy, and Marines.

The building has an extensive cable management system due to all the technology required for battle simulation and training. Additionally, there are large classrooms that can be made smaller or larger for class size. The building also houses office space, storage facilities, and an after-action review room, as well as auditorium seating with projector screens so the soldiers can learn. Finally, there's a 99,000 SF outdoors Tactical Operations Center (TOC) yard, where the soldiers can use outdoor tactical equipment and experience field simulation.

LOCATION
Fort Hood, TX

OWNER
U.S. Army Corps of Engineers

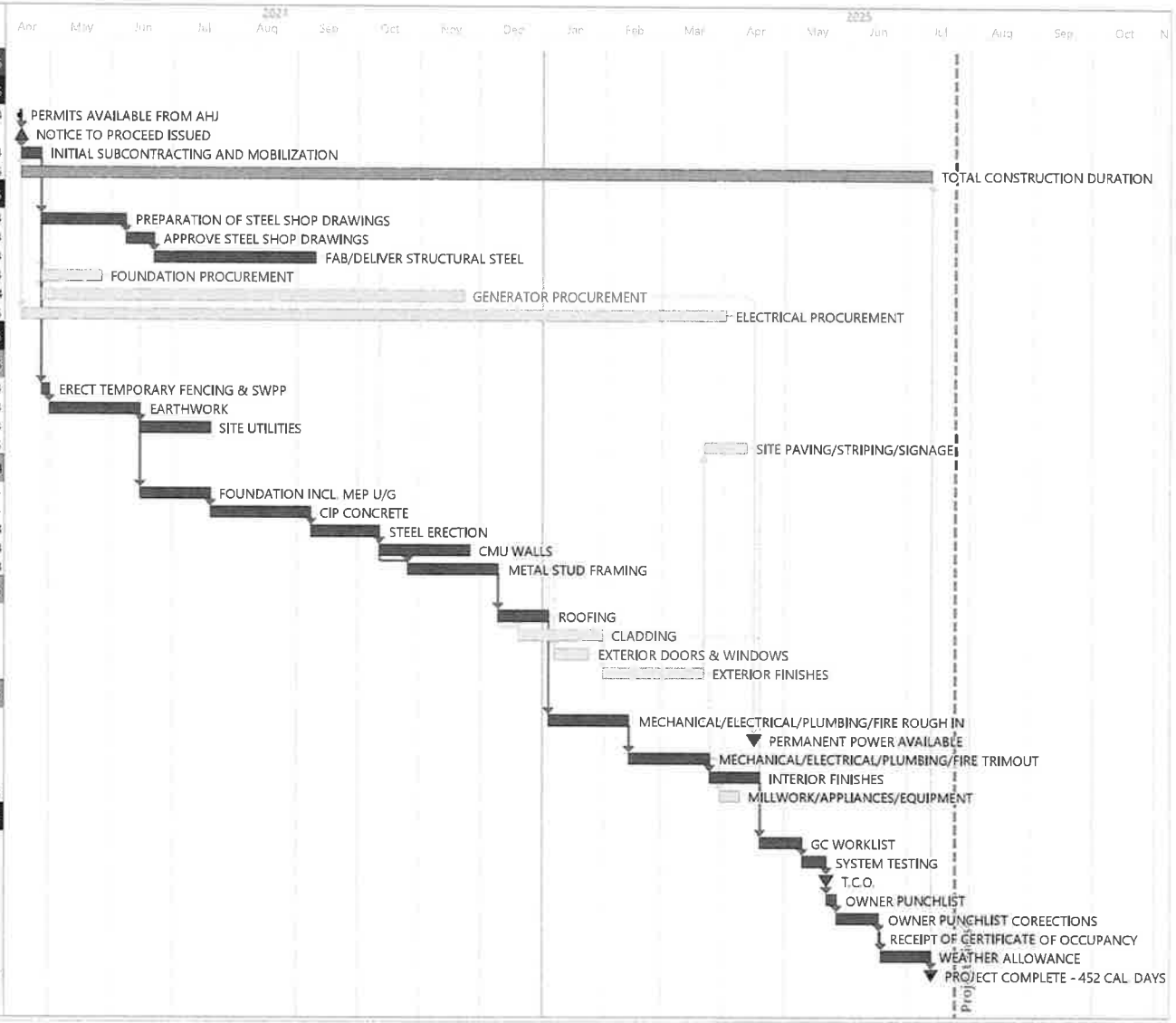
ARCHITECT
Clark Nexsen

COMPLETION DATE
February 2020

DELIVERY METHOD
General Contractor

PROJECT SIZE
143,481 SF

ID	Description	Original Duration	Start	Finish
2023-144 Killeen FS#4 & EOC		**453**	**04/16/24**	**07/12/25**
PRE-CONSTRUCTION		**453**	**04/16/24**	**07/12/25**
20	PERMITS AVAILABLE FROM AHJ	1	04/16/24	04/16/24
30	NOTICE TO PROCEED ISSUED	0	04/17/24	
40	INITIAL SUBCONTRACTING AND MOBILIZATION	10	04/17/24	04/26/24
45	TOTAL CONSTRUCTION DURATION	452	04/17/24	07/12/25
PROCUREMENT		**350**	**04/17/24**	**04/01/25**
50	PREPARATION OF STEEL SHOP DRAWINGS	42	04/27/24	06/07/24
60	APPROVE STEEL SHOP DRAWINGS	14	06/08/24	06/21/24
70	FAB/DELIVER STRUCTURAL STEEL	80	06/22/24	09/09/24
80	FOUNDATION PROCUREMENT	30	04/27/24	05/26/24
90	GENERATOR PROCUREMENT	210	04/27/24	11/22/24
100	ELECTRICAL PROCUREMENT	350	04/17/24	04/01/25
CONSTRUCTION		**357**	**04/27/24**	**04/18/25**
SITE WORK & SITE FINISHES		**350**	**04/27/24**	**04/11/25**
110	ERECT TEMPORARY FENCING & SWPP	4	04/27/24	04/30/24
120	EARTHWORK	45	05/01/24	06/14/24
130	SITE UTILITIES	35	06/15/24	07/19/24
135	SITE PAVING/STRIPING/SIGNAGE	21	03/22/25	04/11/25
FOUNDATION TO STRUCTURE		**178**	**06/15/24**	**12/09/24**
140	FOUNDATION INCL. MEP U/G	35	06/15/24	07/19/24
150	CIP CONCRETE	50	07/20/24	09/07/24
160	STEEL ERECTION	34	09/08/24	10/11/24
170	CMU WALLS	45	10/12/24	11/25/24
180	METAL STUD FRAMING	45	10/26/24	12/09/24
EXTERIOR		**102**	**12/10/24**	**03/21/25**
190	ROOFING	25	12/10/24	01/03/25
200	CLADDING	42	12/20/24	01/30/25
210	EXTERIOR DOORS & WINDOWS	17	01/07/25	01/23/25
230	EXTERIOR FINISHES	50	01/31/25	03/21/25
INTERIOR		**105**	**01/04/25**	**04/18/25**
220	MECHANICAL/ELECTRICAL/PLUMBING/FIRE ROUGH IN	40	01/04/25	02/12/25
221	PERMANENT POWER AVAILABLE	0		04/15/25
222	MECHANICAL/ELECTRICAL/PLUMBING/FIRE TRIMOUT	40	02/13/25	03/24/25
225	INTERIOR FINISHES	25	03/25/25	04/18/25
227	MILLWORK/APPLIANCES/EQUIPMENT	10	03/30/25	04/08/25
CLOSEOUT		**85**	**04/19/25**	**07/12/25**
240	GC WORKLIST	21	04/19/25	05/09/25
250	SYSTEM TESTING	12	05/10/25	05/21/25
260	T.C.O.	0		05/21/25
270	OWNER PUNCHLIST	5	05/22/25	05/26/25
280	OWNER PUNCHLIST COREECTIONS	21	05/27/25	06/16/25
290	RECEIPT OF CERTIFICATE OF OCCUPANCY	1	06/17/25	06/17/25
300	WEATHER ALLOWANCE	25	06/18/25	07/12/25
310	PROJECT COMPLETE - 452 CAL. DAYS	0		07/12/25



Start Date: 10/31/23
Finish Date: 07/24/25
Data Date: 10/24/23
Run Date: 01/12/24
2023-144 Killeen FS #4 & EOC 10-27-2023.ppx

FS #4 & EOC - BASE BID
KILEEN, TEXAS
2022-144

MWBuilders

SAMPLE CONCEPTUAL COST ESTIMATE

Category	Description		FJ Young 30% estimate
C.1	Site Selective Demolition		$ 75,000
C.2	Earthwork and Paving		$ 508,034
C.3	Erosion Controls		$ 4,000
C.4	Site Concrete - Turnkey		$ 86,150
C.5	Temporary Fencing		$ 11,250
C.6	Site Furnishings		$ 5,880
U.1	Water & Sanitary Sewer		$ 120,000
U.2	Storm Sewer & Area Drains		w/above
L.1	Landscaping & Irrigation	allowance	$ 10,000
S.1	Building Concrete - Turnkey		$ 282,300
S.2	Metal Fabrications - Materials		$ 285,000
S.3	Metal Fabrications - Installation		$ 115,000
A.1	Building Selective Demolition		$ 175,000
A.2	Termiticide		$ 4,930
A.3	Masonry		$ 612,600
A.4	Rough Carpentry		$ 75,000
A.5	Water Repellent Coatings		$ 15,900
A.6	Dampproofing & Joint Sealants/Air Barrier		$ 35,500
A.7	Roofing Systems		$ 350,000
A.8	Firestopping		$ 15,000
A.9	Doors & Hardware Materials		$ 100,000
A.10	Doors & Hardware Installation		$ 12,350
A.11	Coiling Doors & Grilles		$ 22,500
A.12	Windows, Glass & Glazing		$ 201,200
A.13	Translucent Windows		$ 25,000
A.14	Light Gauge Framing, Gypsum, etc.		$ 660,000
A.15	Elastomeric Stucco		$ 237,450
A.16	Ceramic Tile		$ 121,030
A.17	Epoxy Terrazzo		$ 25,000
A.18	Fluid Applied Sports Flooring		$ 93,075
A.19	Carpet, Resilient & Other Flooring		$ 100,880
A.20	K-13 Cellulose Insulation		n/a
A.21	Fiberglass Spray Insulation		n/a
A.22	Tape, Float, Texture & Paint		$ 108,500
A.23	Specialties		$ 50,000
A.24	Markerboards & Tackboards		n/a
A.25	Fabric Wrapped Tackboards		$ 3,500
A.26	Interior & Exterior Signage (Allowance)		$ 10,000
A.27	Lockers		n/a
A.28	Architectural Millwork, Finish Carpentry		$ 235,000
A.29	Plastic Laminate Wall Panel Systems		$ 70,000
A.30	Residential Equipment		$ 3,000
A.31	Gymnasium Divider Curtain, Goals, Pads		$ 39,025
A.32	Bleachers		$ 100,000
A.33	Window Treatments		$ 22,350
A.34	Recessed Floor Mats		$ 2,080
A.35	Cleaning		$ 30,000
M.1	Fire Protection		$ 294,600
M.2	Plumbing		$ 707,250
M.3	HVAC		$ 446,500
M.4	Mechanical Combo		w/above
E.1	Electrical/Special Systems		$ 1,112,440
	SUBTOTAL		**$7,619,274**
	General Conditions		$658,102
	SUBTOTAL		**$8,277,376**
	Bond	9179300	$73,635
	Builders Risk Insurance	9179300	$33,454
	MWB Insurance	9179300	$70,908
	CM Contingency		$457,156
	SUBTOTAL		**$8,912,529**
	Fee @ 2.00%		$178,251
	TOTAL		**$9,090,780**
	Abatement Budget		$75,000
	TOTAL		**$9,165,780**

Alternate 1 - upper wall cabinets	$ 35,000
Alternate 2 - 10" storm in lieu of sumps	$ 60,000

SAMPLE DETAILED COST ESTIMATE

ATTACHMENT A.1 - Guaranteed Maximum Price Summary

ECTOR COUNTY ISD - THREE NEW ELEMENTARIES

Category	Description	Recommended Subcontractor	Budget at 95% estimate	Recommended Package	VE	GMP
C.1	Site Selective Demolition	MW Builders	$ 15,820	$ 16,000		$ 16,000
C.2A	Earthwork at Kellus Turner		$ 1,020,308	$ 835,000		$ 835,000
C.2B	Earthwork at Knox, Dawn		$ 1,242,170	$ 1,928,600		$ 1,928,600
C.3	Paving		$ 1,133,365	$ -		$ -
	Road Widening at Dawn	Allowance	$ 518,543	$ 528,543		$ 528,543
C.4	Erosion Controls	MW Builders	$ 41,625	$ 49,000		$ 49,000
C.5	Temporary Fencing	MW Builders	$ 36,000	$ 40,000		$ 40,000
C.6	Fencing & Gates		$ 120,124	$ 95,575		$ 95,575
C.7	Modular Retaining Walls		$ 250,000	$ 198,675		$ 198,675
C.8	Verona Pavers		$ 575,936	$ 173,962		$ 173,962
C.9	Playground Equipment		$ 655,802	$ 316,146		$ 316,146
C.10	Fabric Shade Structures		$ 146,835	$ 69,161		$ 69,161
C.11	Marquee & Neon Signage		$ 77,064	$ 83,064		$ 83,064
C.12	Pre-Engineered Building		$ -	$ 11,514		$ 11,514
U.1	Water & Sanitary Sewer Utilities		$ 371,100	$ 1,090,558	-$200,000	$ 890,558
	Offsite Utilities at Dawn		$ -	with above		$ -
U.2	Storm Sewer & Area Drains	MW Builders	$ 231,000	$ 134,125		$ 134,125
L.1	Landscaping & Irrigation		$ 1,007,500	$ 614,385		$ 614,385
L.2	Well Capping		$ 6,100	$ 5,700		$ 5,700
S.1	Building & Site Concrete - Turnkey		$ 6,290,741	$ 6,520,756		$ 6,520,756
	Concrete Paving		$ -	with above		$ -
S.2	Metal Fabrications - Materials		$ 3,433,862	$ 3,333,895	-$300,000	$ 3,033,895
S.3	Metal Fabrications & Tiltwall - Installation	MW Builders	$ 1,311,873	$ 1,911,000		$ 1,911,000
A.1	Termiticide		$ 33,675	$ 29,862		$ 29,862
A.2	Masonry		$ 161,250	$ 593,000	-$432,000	$ 161,000
A.3	Thin Brick at Metal Stud Locations	Allowance	$ -	$ 180,000	-$180,000	$ -
A.4	Rough Carpentry	MW Builders	$ 352,500	$ 687,000	-$30,000	$ 657,000
A.5	Water Repellent Coatings		$ 72,000	$ 44,460		$ 44,460
A.6	Air Barrier & Joint Sealants		$ 141,261	$ 441,293	-$300,000	$ 141,293
A.7	Roofing Systems		$ 1,967,025	$ 1,869,000		$ 1,869,000
A.7a	Metal Wall Panels/Soffits			$ -		$ -
A.8	Doors & Hardware Materials		$ 495,000	$ 388,975		$ 388,975
	Access Control Hardware Option		$ 300,000	$ -		$ -
A.9	Doors & Hardware Installation	MW Builders	$ 83,700	$ 60,000		$ 60,000
A.10	Windows, Glass & Glazing		$ 1,518,255	$ 1,097,388		$ 1,097,388
A.11	Insulated Translucent Panels		$ 259,806	$ 211,050		$ 211,050
A.12	Overhead Coiling Grilles		$ 36,000	$ 67,632		$ 67,632
A.13	Drywall & Ceilings		$ 3,450,000	$ 3,900,000	-$45,000	$ 3,855,000
A.14	Portland Cement Plastering		$ -	$ -		$ -
A.15	Tile Systems		$ 786,450	$ 663,830	-$25,000	$ 638,830
A.16	Carpet, Resilient & Other Flooring		$ 283,674	$ 239,193	-$25,000	$ 214,193
A.17	Resilient Sports Floor Covering		$ 195,474	$ 202,575	-$50,000	$ 152,575
A.18	Polished Concrete Systems		$ 403,236	$ 581,100		$ 581,100
A.19	Taping, Texturing & Painting		$ 1,085,310	$ 740,084		$ 740,084
A.20	Laminate Casework & Finish Carpentry		$ 259,452	$ 338,320		$ 338,320
A.21	Specialties	MW Builders	$ 154,380	$ 267,000		$ 267,000
A.22	Visual Display Surfaces		$ 60,000	$ 43,652		$ 43,652
A.23	Lockers		$ 2,880	$ 4,782		$ 4,782
A.24	Signage		$ 42,000	$ 46,220		$ 46,220
A.25	Folding Panel Partitions		$ 357,000	$ 444,005		$ 444,005
A.26	Folding Glass Panel Partitions		$ 1,250,100	$ 901,929		$ 901,929
A.27	Foodservice Equipment		$ 1,275,000	$ 1,419,540		$ 1,419,540
A.28	Athletic Equipment		$ 81,000	$ 38,500		$ 38,500
A.29	Gymnasium Bleachers		$ -	$ 44,328		$ 44,328
A.30	Window Treatments		$ 36,000	$ 18,810		$ 18,810
A.31	Applied Films		$ 150,000	$ 122,938	-$122,938	$ -
A.32	Resin Panels	MW Builders	$ 195,000	$ 273,000	-$273,000	$ -
A.33	Elevator		$ 135,000	$ 192,354	-$21,000	$ 171,354
A.34	Final Cleaning	MW Builders	$ 48,963	$ 96,000		$ 96,000
A.35	Unistrut Framing		$ -	$ -		$ -
A.36	Trophy Cases	Allowance	$ 15,000	$ 15,000		$ 15,000
A.37	Miscellaneous		$ -	$ -		$ -
X01	Add new wet well, irrigation pump house		$ 60,000	$ -		$ -
M.1	Fire Protection		$ 1,267,546	$ 1,132,771		$ 1,132,771
M.2	Plumbing		$ 1,828,000	$ -		$ -
M.3	HVAC		$ 7,782,000	$ 11,819,000	-$1,090,000	$ 10,819,000
E.1	Electrical/Special Systems		$ 6,948,655	$ 7,867,620	-$535,000	$ 7,332,620
	Electrical Allowance - Kellus Turner	Allowance	$ -	$ 40,000		$ 40,000
	Permit		waived	waived		waived
	SUBTOTAL		**$52,058,360**	**$55,077,870**	**-$3,538,938**	**$51,538,932**
	Bond		$363,232	$344,237		$322,118
	Insurance/OCP		$195,931	$212,250		$212,250
	General Conditions		$1,039,911	$1,039,911		$1,039,911
	SUBTOTAL		**$53,657,434**	**$56,674,268**		**$53,113,211**
	Builders Risk Insurance		included	included		included
	Owner Contingency		0	not included		not included
	CM Contingency for CM's own use		$1,326,086	$1,326,086		$1,326,086
	SUBTOTAL		**$54,983,520**	**$58,000,354**		**$54,439,297**
	Fee @ 1.10%		$583,481	$638,004		$598,703
	TOTAL CONSTRUCTION		**$55,567,001**	**$58,638,358**		**$55,038,000**

PROJECT CONCEPT AND APPROACH

MW Builders' concept and approach to construction phase services for this project builds upon pre-planning and the necessary instructions for carrying out in detail the entirety of the construction phase. The mission of the construction phase is to successfully execute those instructions to deliver benefits on behalf of the City of Killeen. These benefits may be measured in terms of four key metrics: cost, schedule, quality, and safety.

COST CONTROL

From our standpoint, the most important means of cost control is through timely contract compliance. Effective cost control is primarily oriented to securing qualified subcontractors, purchasing complete scopes of work, and achieving on-time completions. Through decades of working as a design builder and general contractor at Fort Hood (now Fort Cavazos), we have built important local relationships with key major subcontractors and suppliers. We combine a regional database of subcontractors, suppliers, and cost information to ensure that we identify and deliver the strongest idea at a competitive cost. While selecting subcontractors for this project, we will look for financially strong, technically competent firms who have the available resources to service this project. By managing costs during construction, we often deliver additional benefits to our clients by performing additional improvements (beyond the original scope of work) without exceeding our client's available budget.

During construction, MW Builders will control costs through:

- Leveraging our prior experience constructing fire stations with Martinez Architects and their design consultants
- Leveraging our relationships with key local subcontractors and providing effective subcontractor oversight and communication
- Staffing the project with the right team
- Quality control that results in quality workmanship
- Effective scheduling and risk management

SCHEDULE MANAGEMENT

MW Builders' project manager and superintendent are supported by our project controls personnel. We utilize Phoenix scheduling software to build and implement the project schedule. The project superintendent will conduct weekly onsite subcontractor meetings to discuss general issues, work coordination, status of submittals, procurement, and scheduling. During these meetings, two-week look-ahead schedule reports will be distributed and reviewed with the subcontractors. Status of long lead items and project milestones will also be reviewed and discussed. Subcontractor work schedules will be addressed and adjusted to comply with the project schedule.

QUALITY CONTROL

MW Builders has developed and maintains a standard program for quality control addressing all work involved with the project. Now led by Chad Berg, a former EMS Director for the City of Killeen, our quality control program aims to define and implement a project-specific assurance plan for achieving quality standards for each definable feature of work. It encompasses the submittal process along with pre-planning and inspection procedures, documentation, materials testing, correction of deficiencies and close-out procedures. The goal of the quality control program is to record and ensure correction of deficiencies and prevent deficiencies from occurring.

SAFETY

Providing a safe and healthy work environment is the most important aspect of any project. To us, safety is not something that can simply be mandated but rather a culture that is established. MW Builders' abilities to safely deliver quality work on time and within budget are reasons why we are the best choice of contractor for this exciting project. The safety of students, staff, and those who share the use of active facilities scheduled for ongoing construction operations is paramount. Emergency egress routes must be identified and maintained, and public access must not be allowed into areas of ongoing construction activities. We stand fully prepared to provide a safe and secure worksite for the City of Killeen.

We anticipate that the critical construction issues for this project will include the following:

1. PUBLIC SAFETY: In addition to jobsite safety, implementing site safety planning and procedures on the project to ensure public safety will be a critical issues on this project. In addition to traffic along busy Trimmier Road, the safety of adjacent Killeen ISD bus and pedestrian traffic adjacent to the project site is of primary concern. Analyzing the project to address public safety through the use of temporary measures such as construction fencing, signage, and traffic controls will be very important in building this project safely. Processes such as crane no-swing zones and construction traffic and delivery routes will be considered and implemented where necessary. MW Builders' site-specific safety plan will include these measures and require Activity Hazard Analysis (AHA) from subcontractors and self-perform crews for all construction activities. These AHAs will be formally submitted, reviewed, and discussed with the appropriate subcontractor prior to the beginning of a work activity.

2. GAINING MOMENTUM: In order to deliver the project that the City of Killeen expects, it will be important that the preconstruction phase of this project is completed in a timely and thorough manner to not only set the table for the construction team, but to also allow them to start work on schedule. To this end, MW Builders' project team is committed to working closely with the design team and city's representatives through processes that may include permitting and utility coordination and/or the identification and negotiation of any cost engineering or value engineering strategies that the City of Killeen may wish to explore. In our experience, projects such as this one must establish a group of go-to team members that represent each of the project stakeholders. It is the responsibility of these team members to keep lines of communication open and push for the resolution of issues.

3. COORDINATION: In order to promote open communication and coordination between the construction team members, MW Builders will hold coordination meetings during the project to ensure design, construction, and potential schedule issues are addressed in a timely manner. Attendees should include the design team, Contractor's team, and the representatives of all of the City of Killeen's stakeholders as needed. Further, MW Builders will hold weekly subcontractor coordination meetings with required attendance by all subcontractor foremen. The weekly subcontractor coordination meetings will cover topics such as safety, quality and production, upcoming events, goals for the coming week, and environmental impacts.

4. PROCUREMENT: Timely buy-out of major subcontractors is critical to maintain the project schedule and for the submittal process and material procurement. This would include an emphasis upon procurement of earthwork, utilities, concrete, mechanical, electrical, plumbing, structural steel/PEMB, cladding, roofing, and flooring subcontractors and their associated equipment, materials, and systems.

5. SUBMITTALS: Timely execution of the submittal process by MW Builders and our subcontractors and suppliers. Timely review of submittals by the approval authority: essential information from the owner would include participation in the review of submittals that pertain to HVAC equipment, security, communication, and various selected finishes. Owner participation will help enhance the potential for timely procurement during the construction phase.

6. SCHEDULE MANAGEMENT: Maintaining critical milestone dates to include underground rough-ins, foundation, structural steel and PEMB erection, framing, dry-in, in-wall rough-ins, flooring, finishes, and close-out.

7. PROJECT CLOSEOUT: Implementing timely project closeout. It will be essential for the owner's representatives and the designers to participate in the closeout process, including attendance at red-zone planning meetings and commissioning. MW Builders provides our clients with unparalleled service during and after construction. We believe timely responses to warranty and service calls will not only uphold our reputation as a quality builder, but will also provide us with a continuous relationship with an important client. Being local to the Killeen area will help MW Builders in this pursuit.

Additional benefits of selecting MW Builders as your contractor involve the implementation of *our values* in service of your construction projects:

- We lead in a spirit of *teamwork*.
- Our *caring heart* is reflected in our involvement in and contribution to the communities in which we live.
- We treat our owners, architects, subcontractors, and suppliers with *integrity*.
- Our *entrepreneurial spirit* is reflected in our contracting, scheduling, resourcing, and jobsite coordination.
- Our quality control program produces *quality craftsmanship* from our own work force and subcontractors.

We look forward to implementing these concepts and approach on behalf of the City of Killeen as well as building a valued relationship with an important client.

SECTION 4

REQUIRED FORMS

SECTION 00 73 06

APPENDIX A
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

(a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

(b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

(a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.

(b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.

(c) Alternate Bids will not be considered unless authorized by the City within the specifications.

(d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise, they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability

- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov E-Bidding Site: (https://procurement.opengov.com/login)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street
Building E, 2nd Floor
Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if

2. The Bid does not strictly conform to law or the requirements of the Bid, or if

3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at LLuciano@KilleenTexas.gov. All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the

request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations of the Contract fully and reliably, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

* Falsification of information provided in bid response;
* Non-observance of safety requirements;
* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
* Substantial failure to adhere to contractually agreed-upon schedules; and
* Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

* Unit price
* Total Bid price
* Terms and discounts
* Delivery date
* Product warranty
* Special needs and requirements of City
* Past experience with product/service
* City's evaluation of the bidder's ability, financial, strength, and ethical standards
* Quality of the bidder's goods or services
* The extent to which the goods or services meet the municipality's needs
* Bidder's past performance
* Demurrage charges, freight costs and mileage
* Estimated costs of supplies, maintenance, etc.
* Estimated surplus value, life expectancy
* Results of testing samples
* Conformity to specifications
* Training requirements, location, etc.
* Location of maintenance facility/service person; ability to provide for minimum down time
* The total long-term cost to the municipality to acquire the bidder's goods or services
* Reputation of bidder and of bidder goods and services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271 of the Texas Local Government Code.

(f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information

concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

Property Damage Insurance.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - $500,000

(2) Each Accident - $1,000,000

Property Damage

(1) Each Occurrence - $1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/filinginfo/1295/ and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – "Boycott Israel"

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

24. Acknowledgement – 'Boycott Energy Companies"

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE: _____ DATE: November 7, 2023

PRINT NAME: Todd Winnerman, President

AFFIDAVIT

State Texas

County of Travis

Todd Winnerman, being duly sworn deposes and attests that he/she is
(name)

President and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

Signature

Signed and sworn to me before this 7th day of November, 2023.

Notary Public

My Commission expires: 10-2-2024

ALLISON LAIRD
Notary Public, State of Texas
Comm. Expires 10-02-2024
Notary ID 12121474

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

There are no judgments pending or outstanding against MW Builders, Inc. or its officers, nor have there been any originating in the past five years. Construction contracting is challenging, and as with any major construction company, from time to time we are involved in claims or litigation arising in the ordinary course of business. Given the size and nature of our business, the number and type of litigation and/or claims are well below average. Unfortunately, from time to time, MW Builders is forced to utilize dispute resolution to protect its rights. We view arbitration and litigation as a last resort, and we encourage mediation to solve conflict when it occurs.

CERTIFICATION OF CONTRACTOR
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MW Builders, Inc.
Organization Name

24-19: Killeen Fire Station No. 4/EOC/Training Facility
Project Number and Name

Todd Winnerman, President
Name(s) and Title(s) of Authorized Representatives

Signature(s)

November 7, 2023
Date

PROJECT: **KILLEEN FIRE STATION NO. 4/EOC/TRAINING FACILITY**

Instructions for Certification Regarding Debarment, Suspension, and Other Responsibility Matters

1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the corresponding certification in accordance with these instructions.

2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is a later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4) The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "Primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10) Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in a addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SECTION 00 73 08

CERTIFICATE OF COPORATE RESOLUTION

I, Jeremy Lambden, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of MW Builders, Inc., a S - corporation, (the "Corporation".

2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.

3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on June 4, 2020 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.

4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Todd Winnerman : President

Jason Oldham : Vice President

Jeremy Lambden : Secretary

TO CERTIFY WHICH I have executed this certificate this 7th day of November, 2023.

Secretary

STATE OF Texas
COUNTY OF Travis

This instrument was acknowledged before me on the 7th day of November, 2023 by Jeremy Lambden, Secretary, of MW Builders, Inc., a corporation, on behalf of said Corporation.

ALLISON LAIRD
Notary Public, State of Texas
Comm. Expires 10-02-2024
Notary ID 12121474

Allison Laird
Notary Public, State of Texas
Name: Allison Laird
My commission expires 10-2-2024

STATEMENT OF UNANIMOUS CONSENT TO ACTION TAKEN IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

June 4, 2020

In lieu of a Special Meeting of the Directors of MW Builders, Inc. (the "Corporation"), the undersigned, constituting all of the Directors of the Corporation (the "Directors"), do hereby unanimously adopt, and consent to, the following resolutions and declare them to be in full force and effect as if they were adopted at a meeting duly held:

WHEREAS, The Corporation in its regular course of business must sign bid and proposal/documents and other related forms in order to properly submit bids and proposals for construction projects. Todd Winnerman is a duly elected President of the Corporation and in such an Officer position possesses the necessary and required authority to sign on behalf of, and bind the Corporation to, such bid and proposal documents, including all documents related thereto.

WHEREAS, in a Statement of Unanimous Consent dated January 24, 2017, the Corporation previously authorized Todd Winnerman to take these actions in his then-current role as Vice President of the Corporation, and now wishes to reaffirm that authorization for Todd Winnerman in his current capacity as President of the Corporation.

WHEREAS, it is necessary and in the best interest of the Corporation to approve this Board Resolution confirming that Todd Winnerman possesses such authority to fully bind the Corporation for any and all bids and proposal documents, and all documents related thereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby reaffirms its January 24, 2017 Statement of Unanimous Consent regarding Todd Winnerman's authority, and confers upon Todd Winnerman as President of the Corporation all rights, empowerment, approvals and authority to sign on the Corporation's behalf all bids and proposal documents/forms and all documents related thereto, during the year 2020, and continuing during Todd Winnerman's tenure as President of the Corporation.

BE IT FURTHER RESOLVED, that this consent be in lieu of a special meeting of the Directors and shall be filed in the minute book of the Corporation in place of any minutes of any such meeting.

David Cimpl

R. Jason Evelyn

SECTION 00 73 08.1 **NON-COLLUSION AFFIDAVIT**

STATE OF Texas §

COUNTY OF Travis §

Each of the undersigned, being first duly sworn, deposes and says that:

A. Todd Winnerman is the President of MW Builders, Inc. and _____ is the _____ of _____, which entity(ies) is/are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Owner or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the Solicitation.

(Signature)	(Signature)
Todd Winnerman	
(Name Printed)	(Name Printed)
President	
(Title)	(Title)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____

Signature of vendor doing business with the governmental entity

11/07/2023

Date

If awarded, MW Builders will comply with all required certification and filing of Form 1295 - Certificate of Interested Parties.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

MW Builders, Inc.
Company Name

Todd Winnerman
Printed Name

President
Title

11/7/2023
Date

GENERAL CONTRACTOR // DESIGN-BUILDER // CONSTRUCTION MANAGER
AUSTIN // DALLAS // JACKSONVILLE // KANSAS CITY // MIDLAND

January 26, 2024

Ms. Lorianne Luciano
Director of Procurement & Contract Management
City of Killeen
101 N College Street
Killeen, TX 76541

RE: Recommendation of General Contractor for Construction of Fire Station 4 / EOC / Training Facility

Ms. Luciano,

We have reviewed and scored the two (2) proposals submitted for the construction of the Fire Station / EOC / Training facilities project. Based on the attached Scoring Tabulation, MW Builders is the highest-scoring Respondent. We therefore recommend the City enter into contract negotiations with MW Builders for this project.

This recommendation is based on the scoring of the submittals received, in accordance with the published scoring criteria established by the Bid Specifications. As the highest-scoring Respondent, MW Builders is recognized as the Respondent able to provide the best value to the City.

Statement of Qualifications (Qualitative Evaluation)
ICGM Group did not submit a Statement of Qualifications (Tables 1-5) nor a response to the Additional Qualifications Requested, both published in the Bidding Specifications. Conversely, MW Builders not only provided all the requested Qualifications, but scored adequately as compared to an industry-standard baseline for similar contracts as observed by the Architect across the state for similar contracts.

Bid Proposal Amount (Quantitative Evaluation)
ICGM Group's bid amount is incomplete and deemed unresponsive, as a cost breakdown for the two (2) Bid Alternates was not provided, nor were Unit Prices provided. Both were requested on the Bid Form. Instead, a single total (assumed to be base bid) was provided. Additionally, the total bid provided by ICGM is deemed to not fall within the range of reasonable and responsible construction costs for the quality and scope of the facilities defined in the contract documents. Engaging in a construction contract for the bid amount submitted could undermine the city's goals for completion of an acceptable and adequate facility within the published timeframe for construction, and could expose the City to unnecessary risk.MW Builders' Bid is both within industry standard for current market conditions as well as in-line with professional cost estimates provided by the Architect's cost consultant during design.

The attached Tabulation Summary is organized to match the Selection & Scoring Criteria published in the Bid Specifications. The Bid Tabulation, or evaluation of Proposed Cost is also included.

Please contact me if any additional information is needed.

Sincerely,

Justin Myers, AIA
Partner, Martinez Architects

SELECTION CRITERIA POINT TABULATION

(Scoring Matrix as defined by "Additional Qualifications" from Bidding Specifications)

City of Killeen
Fire Station No. 4 / EOC / Training Facility
Bid Date: January 17, 2024

General Contractor	Proposed Cost	Experience & Qualifications	Client References	Project Approach	Schedule & Cost Estimates	Proposal Total	Interview Evaluation	Total
Point Value	**40**	**30**	**10**	**10**	**10**	**100**	**25**	**125**
ICGM Group	INCOMPLETE	UNRESPONSIVE	UNRESPONSIVE	UNRESPONSIVE	UNRESPONSIVE	0.0	0	0.0
MW Builders	40.0	18	9	8	8	83.0	0	83.0

Point Tabulation - Evaluation of Proposed Cost (40 Points)		
General Contractor	**ICGM Group**	**MW Builders**
Base Bid	$ 7,783,086.00	$ 17,197,000.00
Alternate 1: Support Building	$ -	$ 4,987,000.00
Alternate 2: Fire Training Structures	$ -	$ 1,634,000.00
TOTAL	**$ 7,783,086.00**	**$ 23,818,000.00**
Points Awarded	**INCOMPLETE**	**40.0**

City of Killeen
EOC and FS 4 - Training Campus
Killeen, Texas

Schematic Design Estimate
June 9, 2023

AGCM

1101 Ocean Drive
P.O. Box 2682
Corpus Christi, Texas 78403
Office: 361/882-0469
Fax: 361/884-9358
www.agcm.com

AGCM INC

City of Killeen
EOC and FS 4 - Training Campus
Schematic Design Estimate
June 9, 2023

RECAP SHEET

DISCIPLINE / SCOPE OF WORK	QUANTITY	UNIT	UNIT COST	MARK-UP APPLIED	PERCENT OF TOTAL	TOTAL
1. Total Construction Cost	40,790	SF	$393.32	*0%*	*60.8%*	$16,043,512
2. General Conditions	40,790	SF	$27.53	7%	4.3%	$1,123,046
3. Bonds & Insurance	40,790	SF	$20.20	4%	3.1%	$823,995
4. General Contractor Fee/Profit	40,790	SF	$18.93	4%	4.1%	$772,330
GENERAL CONTRACTORS'S CONSTRUCTION COST TOTAL	**40,790**	**SF**	**$459.99**	**15%**	**71.1%**	**$18,762,883**

DISCIPLINE / SCOPE OF WORK	QUANTITY	UNIT	UNIT COST	MARK-UP APPLIED	PERCENT OF TOTAL	TOTAL
5. Training Tower (FF-4) Owner Provided QUOTE	40,790	SF	$20.84	0%	3.2%	$850,000
6. Design/Surveying/Estimating Fees	40,790	SF	$31.99	0%	4.9%	$1,305,000
7. Owner Soft Cost (Testing, FF&E, etc.) Assumed 7.5% based on Owners Review Comments	40,790	SF	$34.50	7.5%	5.3%	$1,407,216
OWNERS COST TOTAL	**40,790**	**SF**	**$87.33**	**25%**	**13.5%**	**$3,562,216**
PROJECT COST (EXCLUDING ESCALATION, EST & DESIGN CONTINGENCY)	***40,790***	***SF***	***$547.32***	***35%***	***84.6%***	***$22,325,099***

DISCIPLINE / SCOPE OF WORK	QUANTITY	UNIT	UNIT COST	MARK-UP APPLIED	PERCENT OF TOTAL	TOTAL
8. Estimating & Design Contingency	40,790	SF	$84.17	0%	13.0%	$3,433,312
9. Escalation	40,790	SF	$15.76	0%	2.4%	$642,716
TOTAL PROJECT COST (INCLUDING ESCALATION, EST & DESIGN CONTINGENCY)	***40,790***	***SF***	***$647.25***	***84%***	***100.0%***	***$26,401,127***

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City of Killeen

EOC and FS 4 - Training Campus

Schematic Design Estimate

June 9, 2023

SUMMARY SHEET - CONSTRUCTION COST

DISCIPLINE / SCOPE OF WORK	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
1. General Requirements	40,790	SF	$0.00	0.00%	$0
2. Demolition	40,790	SF	$0.31	0.06%	$12,794
3. Concrete	40,790	SF	$24.93	4.45%	$1,016,800
4. Masonry	40,790	SF	$10.68	1.91%	$435,545
5. Metals	40,790	SF	$38.41	6.86%	$1,566,600
6. Wood, Plastics, and Composites	40,790	SF	$19.34	3.45%	$788,841
7. Thermal and Moisture Protection	40,790	SF	$25.44	4.54%	$1,037,661
8. Openings	40,790	SF	$21.08	3.77%	$859,945
9. Finishes	40,790	SF	$42.83	7.65%	$1,747,079
10. Specialties	40,790	SF	$4.55	0.81%	$185,681
11. Equipment	40,790	SF	$2.68	0.48%	$109,183
12. Furnishings	40,790	SF	$3.30	0.59%	$134,415
13. Special Construction	40,790	SF	$28.16	5.03%	$1,148,616
14. Conveying Systems	40,790	SF	$2.70	0.48%	$110,000
15. Fire Suppression	40,790	SF	$0.00	0.00%	$0
16. Plumbing	40,790	SF	$14.01	2.50%	$571,470
17. HVAC	40,790	SF	$23.51	4.20%	$958,854
18. Electrical	40,790	SF	$31.92	5.70%	$1,301,968
19. Communications	40,790	SF	$4.16	0.74%	$169,680
20. Electronic Safety and Security	40,790	SF	$6.45	1.15%	$262,975
21. Earthwork	40,790	SF	$28.96	5.17%	$1,181,315
22. Exterior Improvements	40,790	SF	$44.15	7.89%	$1,800,878
23. Utilities	40,790	SF	$15.77	2.82%	$643,213
Subtotal Construction Cost	40,790	SF	$393.32	70.25%	$16,043,512
24. General Conditions	40,790	SF	$27.53	4.92%	$1,123,046
25. Estimating & Design Contingency	40,790	SF	$84.17	15.03%	$3,433,312
26. Bonds & Insurance	40,790	SF	$20.20	3.61%	$823,995
27. Escalation	40,790	SF	$15.76	2.81%	$642,716
28. General Contractors Fee / Profit	40,790	SF	$18.93	3.38%	$772,330
29. Training Tower (FF-4) Owner Provided QUOTE			**EXCLUDED, INCLUDED IN RECAP**		
Total Construction Cost	**40,790**	**SF**	**$559.91**	**100.0%**	**$22,838,910**

AG|CM INC

City of Killeen
EOC and FS 4 - Training Campus
Schematic Design Estimate
June 9, 2023

DETAIL SHEET - BUILDING CONSTRUCTION COST

ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
1. General Requirements	**40,790**	**SF**	**$0.00**		**$0**
a. No Scope			Excluded, Included in General Conditions, etc.		
2. Demolition	**40,790**	**SF**	**$0.31**		**$12,794**
a. Remove and Replace Existing Asphalt Pavement	250	SF	$14.25		$3,563
b. Remove & Replace Existing Site Concrete - Allowance	1	LS	$5,000.00		$5,000
c. Remove Existing Trees Within Area	600	SF	$3.50		$2,100
d. Sawcut/Remove Existing Curb And Gutters	145	LF	$2.15		$312
e. Demolish & Dispose Asphalt Pavement	200	SF	$9.10		$1,820
3. Cast-In-Place Concrete	**40,790**	**SF**	**$24.93**		**$1,016,800**
3.1 FS 04 and EOC	25,070	SF	$22.35		$560,274
a. Piles					
Pile Drilling, auger 24" diameter (@ 20' depth)	26	EA	$1,050.00		$27,384
Pile reinforcing, ready-mix and pumping	26	EA	$1,950.00		$50,856
Pile Caps	26	EA	$850.00		$22,168
b. Grade Beams/Tie Beams					
Exterior Grade Beams & Tie Beams Formwork	4,806	SFCA	$8.50		$40,851
Exterior Grade Beams-Assumed 24" x 36" (3 - #7 cont. T&B & #4 Stirrups 12" o.c.)	8	TON	$3,500.00		$29,241
Exterior Grade Beams, Ready-mix, place and finish	196	CY	$220.00		$43,076
Interior Grade Beams & Tie Beams Formwork	8,582	SFCA	$8.50		$72,943
Interior Grade Beams Assumed 18" x 36" (2 - #6 cont. T&B & #4 Stirrups 12" o.c.)	14	TON	$3,500.00		$48,510
Interior Grade Beams Ready-mix, place and finish	318	CY	$220.00		$69,923
c. Slab on Grade - 5" at living spaces	11,455				
Bar Reinforcing, #3's at 15" O.C.E.W.	3	TON	$3,500.00		$12,068
Concrete - (5" thk., 3,000 PSI with 10% for Waste)	178	CY	$175.00		$31,183
Concrete Place and Finish	178	CY	$26.50		$4,722
Vapor barrier	11,455	SF	$0.30		$3,437
Curing	11,455	SF	$0.30		$3,437
d. Slab on Grade - 8" Apparatus Bay	4,850				
Bar Reinforcing, #4's at 12" O.C.E.W.	3	TON	$3,500.00		$11,373
Concrete - (8" thk., 4,000 PSI with 10% for Waste)	120	CY	$205.00		$24,672
Concrete Place and Finish	120	CY	$26.50		$3,189
Vapor barrier	4,850	SF	$0.30		$1,455
Curing	4,850	SF	$0.30		$1,455
e. Mis. Concrete					
Upper Level Floor Slab, 3" LWIC Floor	89	CY	$250.00		$22,331

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City of Killeen
EOC and FS 4 - Training Campus
Schematic Design Estimate
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DETAIL SHEET - BUILDING CONSTRUCTION COST

ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
Equipment/Mechanical Pads - Assuming (5) 20x20	2,000	SF	$18.00		$36,000
3.2 Maintenance Building	16,885	SF	$27.04		$456,527
a. Piles					
Pile Drilling, auger 24" diameter (@ 20' depth)	20	EA	$1,050.00		$20,513
Pile reinforcing, ready-mix and pumping	20	EA	$1,950.00		$38,095
Pile Caps	20	EA	$850.00		$16,606
b. Grade Beams/Tie Beams					
Exterior Grade Beams & Tie Beams Formwork	4,200	SFCA	$8.50		$35,700
Exterior Grade Beams-Assumed 24" x 36" (3 - #7 cont. T&B & #4 Stirrups 12" o.c.)	7	TON	$3,500.00		$25,554
Exterior Grade Beams, Ready-mix, place and finish	171	CY	$220.00		$37,644
Interior Grade Beams & Tie Beams Formwork	7,493	SFCA	$8.50		$63,686
Interior Grade Beams Assumed 18" x 36" (2 - #6 cont. T&B & #4 Stirrups 12" o.c.)	11	TON	$3,500.00		$38,583
Interior Grade Beams Ready-mix, place and finish	278	CY	$220.00		$61,050
c. Slab on Grade - 5" at living spaces	5,055				
Bar Reinforcing, #3's at 15" O.C.E.W.	2	TON	$3,500.00		$5,325
Concrete - (5" thk., 3,000 PSI with 10% for Waste)	79	CY	$165.00		$12,975
Concrete Place and Finish	79	CY	$26.50		$2,084
Vapor barrier	5,055	SF	$0.30		$1,517
Curing	5,055	SF	$0.30		$1,517
d. Slab on Grade - 8" Apparatus Bay	7,155				
Bar Reinforcing, #4's at 12" O.C.E.W.	5	TON	$3,500.00		$16,778
Concrete - (8" thk., 4,000 PSI with 10% for Waste)	178	CY	$205.00		$36,398
Concrete Place and Finish	178	CY	$26.50		$4,705
Vapor barrier	7,155	SF	$0.30		$2,147
Curing	7,155	SF	$0.30		$2,147
e. Mis. Concrete					
Upper Level Floor Slab, 3" LWIC Floor	48	CY	$250.00		$11,904
Equipment/Mechanical Pads - Assuming (3) 20x20	1,200	SF	$18.00		$21,600
4. Masonry	**40,790**	**SF**	**$10.68**		**$435,545**
4.1 FS 04 and EOC	25,070	SF	$11.62		$291,265
a. Limestone Veneer at Columns	1,280	SF	$45.75		$58,560
b. Brick Veneer	8,075	SF	$24.75		$199,856
c. Exterior 8" CMU	675	SF	$19.85		$13,399
d. 8" CMU at Elevator	600	SF	$18.25		$10,950
e. Dumpster Enclosure - Allowance	1	LS	$8,500.00		$8,500
4.2 Maintenance Building	25,070	SF	$5.76		$144,280

AG|CM INC

City of Killeen
EOC and FS 4 - Training Campus
Schematic Design Estimate
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DETAIL SHEET - BUILDING CONSTRUCTION COST

	ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
a.	8" CMU at Apparatus Bay, Exercise, PPE, Utility, Workroom, Exercise, PPE, Utility, Workroom, Decon, Dumpster Enclosure	7,440	SF	$18.25		$135,780
b.	Dumpster Enclosure - Allowance	1	LS	$8,500.00		$8,500
5.	**Metals**	**40,790**	**SF**	**$38.41**		**$1,566,600**
5.1	**FS 04 and EOC**	25,070	SF	$51.64		$1,294,583
a.	Structural Steel / Joist Framing at 2nd Floor - (Allowed 8 Pounds per SF)	35	TON	$3,800.00		$133,304
b.	Connections, Baseplates, Gussets, Stiffeners, Lintels, Bracing, Uplift Bridging, etc... (Allowed 15% of Weight)	5	TON	$3,800.00		$19,996
c.	Erection, Mobilization, Demobilization, etc.....	40	TON	$2,200.00		$88,752
d.	Composite Metal Floor Decking	88	SQ	$525.00		$46,043
e.	Structural Steel / Joist Framing at Roof - (Allowed 6 Pounds per SF)	71	TON	$3,800.00		$271,434
f.	Connections, Baseplates, Gussets, Stiffeners, Lintels, Bracing, Uplift Bridging, etc... (Allowed 15% of Weight)	11	TON	$3,800.00		$40,715
g.	Erection, Mobilization, Demobilization, etc.....	82	TON	$2,200.00		$180,718
h.	Metal Roof Decking	238	SQ	$495.00		$117,860
i.	Secondary Stairs - Steel Framed with Concrete Filled Metal Pans	372	LF RSR	$325.00		$121,024
j.	Secondary Stairs - Metal Guardrail & Handrails	255	LF	$225.00		$57,375
k.	Guardrails at Mezzanine	65	LF	$285.00		$18,525
l.	6" Exterior Metal Stud Partition Framing	19,590	SF	$10.15		$198,839
5.2	**Maintenance Building**	16,885	SF	$16.11		$272,017
a.	Structural Steel / Joist Framing at 2nd Floor - (Allowed 8 Pounds per SF)	19	TON	$3,800.00		$71,060
b.	Connections, Baseplates, Gussets, Stiffeners, Lintels, Bracing, Uplift Bridging, etc... (Allowed 15% of Weight)	3	TON	$3,800.00		$10,659
c.	Erection, Mobilization, Demobilization, etc.....	22	TON	$2,200.00		$47,311
d.	Composite Metal Floor Decking	47	SQ	$525.00		$24,544
e.	Secondary Stairs - Steel Framed with Concrete Filled Metal Pans	160	LF RSR	$325.00		$52,068
f.	Secondary Stairs - Metal Guardrail & Handrails	105	LF	$225.00		$23,625
g.	Guardrails at Mezzanine	150	LF	$285.00		$42,750
6.	**Wood, Plastics, and Composites**	**40,790**	**SF**	**$19.34**		**$788,841**
6.1	**FS 04 and EOC**	23,750	SF	$27.59		$655,278

AG|CM INC

City of Killeen
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DETAIL SHEET - BUILDING CONSTRUCTION COST

ITEM			QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
	a.	Rough Carpentry - Allowance	40,790	SF	$1.45		$59,146
	b.	Roof Underlayment	22,250	SF	$9.50		$211,375
	c.	Sheathing at Exterior Wall	19,590	SF	$2.50		$211,375
	d.	Rough Carpentry - Roof - Allowance	22,250	SF	$2.80		$62,300
	e.	Millwork at Workroom					
		Base Cabinets, Plastic Laminate	20	LF	$380.00		$7,600
		Wall Cabinets, Plastic Laminate	20	LF	$325.00		$6,500
		Countertop, Plastic Laminate	20	LF	$80.00		$1,600
	f.	Millwork at Kitchen					
		Base Cabinets, Plastic Laminate	35	LF	$380.00		$13,300
		Wall Cabinets, Plastic Laminate	18	LF	$325.00		$5,850
		Countertop, Stainless Steel					
	g.	Millwork at Breakroom					
		Base Cabinets, Plastic Laminate	45	LF	$380.00		$17,100
		Countertop, Stainless Steel	45	LF	$80.00		$3,600
	h.	Millwork at Copy/Supply and Study Rooms					
		Built-In Desk, Plastic Laminate, Concealed Carriers	397	LF	$81.26		$32,260
		Tall Cabinets Officer Dorms and Kitchen Work Areas	8	EA	$1,500.00		$12,000
		Laminate	65	LF	$80.00		$5,200
		Kitchen Island, Base Cabinet & Countertop	12	LF	$506.00		$6,072
	6.2 Maintenance Building		17,040	SF	$7.84		$133,563
	a.	Rough Carpentry - Allowance	17,040	SF	$1.45		$24,708
	b.	Roof Underlayment	7,050	SF	$9.50		$66,975
	c.	Rough Carpentry - Roof - Allowance	7,050	SF	$2.80		$19,740
	d.	Built-In Desk, Plastic Laminate, Concealed Carriers	125	LF	$84.00		$10,500
	e.	Tall Cabinets Officer Dorms and Kitchen Work Areas	5	EA	$1,500.00		$7,500
	f.	Countertops at Restrooms and Laundry, Plastic Laminate	8	LF	$80.00		$640
	g.	Work Bench	1	EA	$3,500.00		$3,500
7. Thermal and Moisture Protection			**40,790**	**SF**	**$25.44**		**$1,037,661**
	7.1 FS 04 and EOC		25,070	SF	$36.38		$912,026
	a.	Fluid Applied Moisture Barrier / Damp proofing at Exterior Wall	19,590	SF	$2.25		$44,078
	b.	Fire, Moisture and Acoustical Caulking and Sealants - Allowance	25,070	SF	$1.45		$36,352
	c.	Batt Insulation at Exterior Wall	19,590	SF	$1.75		$34,283
	d.	2" Rigid Insulation at Exterior Wall	20,265	SF	$2.50		$50,663
	e.	Vinyl Faced Ceiling Insulation at Apparatus Bay	4,845	SF	$4.10		$19,865

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City of Killeen
EOC and FS 4 - Training Campus
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DETAIL SHEET - BUILDING CONSTRUCTION COST

	ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
f.	Standing Seam Metal Roof	23,810	SF	$15.00		$357,150
g.	Cap/Coping - Allowance	820	LF	$35.00		$28,700
h.	Metal Wall Panels	6,415	SF	$22.50		$144,338
h.	Exterior Metal Perforated Screen-Allowance	4,000	SF	$40.00		$160,000
i.	Interior Metal Wall Paneling at Apparatus Bay & Shop Areas	2,440	SF	$15.00		$36,600
7.2	**Maintenance Building**	17,040	SF	$7.37		$125,635
a.	Fluid Applied Moisture Barrier / Damp proofing at Exterior Wall	11,350	SF	$2.25		$25,538
b.	Fire, Moisture and Acoustical Caulking and Sealants - Allowance	17,040	SF	$1.45		$24,708
c.	Vinyl Faced Ceiling Insulation at Apparatus Bay	7,090	SF	$4.10		$29,069
d.	Interior Metal Wall Paneling at Apparatus Bay & Shop Areas	3,088	SF	$15.00		$46,320
8.	**Openings**	**40,790**	**SF**	**$21.08**		**$859,945**
8.1	**FS 04 and EOC**	25,070	SF	$22.69		$568,835
a.	Exterior Hollow Metal Doors 3'-0" x 7'-0"	7	EA	$950.00		$6,650
b.	Exterior Hollow Metal Frames 3'-0" x 7'-0"	7	EA	$475.00		$3,325
c.	Interior Hollow Metal Doors - 3'-0" x 7'-0"	12	EA	$625.00		$7,500
d.	Interior Pocket Doors 3'-0" x 7'-0"	15	EA	$930.00		$13,950
e.	Interior Wood Solid Core Doors 3'-0" x 7'-0"	47	EA	$615.00		$28,905
f.	Interior Hollow Metal Frames 3'-0" x 7'-0"	59	EA	$425.00		$25,075
g.	Exterior Storefront Entrance 3'-0" x 7'-0"	7	EA	$4,200.00		$29,400
h.	Hardware at Exterior Single Door Openings	7	EA	$1,400.00		$9,800
i.	Hardware at Interior Single Door Openings	74	EA	$1,000.00		$74,000
j.	Exterior Curtainwall - Allowance	835	SF	$95.00		$79,325
k.	Exterior Storefront - Allowance	1,405	SF	$85.00		$119,425
l.	Exterior Punched Openings	540	SF	$50.00		$27,000
m.	Overhead Door at Apparatus Bay, 14'-0" x 12' HT, Fully Glazed, Motorized	4	EA	$15,120.00		$60,480
n.	Bi-Folding Door at Apparatus Bay, 14'-0" x 14' HT, Fully Glazed, Motorized	4	EA	$21,000.00		$84,000
8.2	**Maintenance Building**	17,040	SF	$17.08		$291,110
a.	Exterior Hollow Metal Doors 3'-0" x 7'-0"	4	EA	$950.00		$3,800
b.	Exterior Hollow Metal Frames 3'-0" x 7'-0"	4	EA	$475.00		$1,900
c.	Interior Hollow Metal Doors - 3'-0" x 7'-0"	15	EA	$625.00		$9,375
d.	Interior Wood Solid Core Doors 3'-0" x 7'-0"	11	EA	$615.00		$6,765
e.	Interior Hollow Metal Frames 3'-0" x 7'-0"	26	EA	$425.00		$11,050

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f. Hardware at Exterior Single Door Openings	4	EA	$1,400.00		$5,600
g. Hardware at Interior Single Door Openings	26	EA	$1,000.00		$26,000
h. Exterior Punched Openings	144	SF	$50.00		$7,200
i. Overhead Door at Apparatus Bay, 14'-0" x 14' HT, Fully Glazed, Motorized	3	EA	$17,640.00		$52,920
j. Hangar Door, 50' x 18'-0" HT	1	EA	$166,500.00		$166,500
9. Finishes	**40,790**	**SF**	**$42.83**		**$1,747,079**
9.1 FS 04 and EOC	25,070	SF	$57.81		$1,449,357
a. Flooring					
Sealed Concrete at Apparatus Bay, Maintenance Bay, Storage, Supply, Shop, Riser, Gear Rooms, IT, Electrical	8,330	SF	$2.85		$23,741
LVT Flooring at Corridors, Kitchen, Dayroom, Breakrooms, Laundry & , Lobbies	5,120	SF	$5.95		$30,464
Tile Flooring at Restrooms & Changing	1,230	SF	$12.50		$15,375
Carpet Flooring at Offices, Training	890	SY	$45.00		$40,050
Rubber Flooring at Exercise room	850	SF	$35.00		$29,750
b. Base					
Tile Base at Restrooms	375	LF	$6.15		$2,306
Rubber Base, Roppe 4"	4,230	LF	$2.50		$10,575
c. Ceiling					
Suspended Acoustical Tile System, 2' x 2'	13,975	SF	$4.15		$57,996
Gypsum Ceiling at Restrooms, Showers, Etc.	1,230	SF	$9.25		$11,378
d. Painting & Coatings					
Interior Painting, CMU, Gypsum Walls, etc.	54,990	SF	$1.85		$101,732
Paint Exposed Ceiling at Apparatus Bay & Exercise	8,330	SF	$4.50		$37,485
e. Wall Surfacing					
Ceramic Tile Walls at Restrooms, 9' Ht.	3,375	SF	$15.50		$52,313
Ceramic Tile Walls at Kitchen Backsplash, 1"-6" Ht.	30	SF	$15.50		$465
Corridor/Room Separation- Interior Metal Stud Wall Framing - Includes 3-5/8" Metal Stud, Insulation, 5/8" GWB, etc.	1,660	LF	$128.25		$212,895
Shop/Bay- Interior Metal Stud Wall Framing - Includes 6" Metal Stud, Insulation, 5/8" GWB, etc.	4,545	LF	$151.50		$688,568
Plumbing-Interior Metal Stud Wall Framing - Includes 3-5/8" Metal Stud, Insulation, 5/8" GWB, etc.	115	LF	$190.40		$21,896
Interior Gypsum Wall Board Assembly at Exterior Wall	19,590	SF	$5.50		$107,745
Acoustical Wall Panels at Training - Assumed 4' HT	185	SF	$25.00		$4,625

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9.2 Maintenance Building	17,040	SF	$17.47		$297,722
a. Flooring					
Sealed Concrete at Apparatus Bay, Maintenance Bay, Storage, Supply, Shop, Riser, Gear Rooms, IT, Electrical	12,490	SF	$2.85		$35,597
VCT Flooring at Corridors, Kitchen, Dayroom, Breakrooms, Laundry, Janitor, Lobbies	2,720	SF	$4.15		$11,288
Epoxy Flooring at Restrooms & Changing	140	SF	$9.50		$1,330
Carpet Flooring at Offices, Training	87	SY	$42.00		$3,640
b. Base					
Rubber Base, Roppe 4"	2,305	LF	$2.00		$4,610
c. Ceiling					
Suspended Acoustical Tile System, 2' x 2'	3,335	SF	$4.15		$13,840
Gypsum Ceiling at Restrooms, Showers, Etc.	140	SF	$9.25		$1,295
d. Painting & Coatings					
Interior Painting, CMU, Gypsum Walls, etc.	29,720	SF	$1.85		$54,982
Paint Exposed Ceiling at Apparatus Bay & Support Spaces	12,655	SF	$4.50		$56,948
e. Wall Surfacing					
FRP Panels at Restrooms & Janitor	765	SF	$8.50		$6,503
Corridor/Room Separation- Interior Metal Stud Wall Framing - Includes 3-5/8" Metal Stud, Insulation, 5/8" GWB, etc.	217	LF	$128.25		$27,830
Plumbing-Interior Metal Stud Wall Framing - Includes 3-5/8" Metal Stud, Insulation, 5/8" GWB, etc.	26	LF	$190.40		$4,950
Interior Gypsum Wall Board Assembly at Exterior Wall	13,620	SF	$5.50		$74,910
10. Specialties	**40,790**	**SF**	**$4.55**		**$185,681**
10.1 FS 04 and EOC	23,750	SF	$6.86		$162,950
a. Restroom Accessories					
36" Grab Bar	4	EA	$86.25		$345
42" Grab Bar	4	EA	$91.25		$365
L-Shaped Grab Bar at ADA Shower	2	EA	$207.50		$415
Fold Down Shower Seat at ADA Shower	2	EA	$685.00		$1,370
ADA Shower Threshold	2	EA	$212.50		$425
Shower Curtain, Rod, Hooks - 3'	2	EA	$150.00		$300
Shower Curtain, Rod, Hooks - 5'	6	EA	$250.00		$1,500
Soap Dispenser	12	EA	$165.00		$1,980

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ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
Paper Towel Dispenser & Waste Receptacle Combo	12	LF	$472.50		$5,670
Mirrors, 24" x 48"	11	EA	$402.50		$4,428
Toilet Paper Dispenser	13	EA	$167.50		$2,178
Sanitary Napkin Disposal	3	EA	$50.00		$150
Robe Hook	9	EA	$86.25		$776
Towel Bar	9	EA	$75.00		$675
Broom & Mop Rack	1	EA	$361.25		$361
b. Room Signage	61	EA	$125.00		$7,625
c. Exterior Extruded Metal Letters "Emergency Operations Center Training Acadamy" - Allowance	40	EA	$350.00		$14,000
c. Exterior Extruded Metal Letters "EOC" - Allowance	3	EA	$2,500.00		$7,500
d. Exterior Extruded Metal Number "4" - Allowance	1	EA	$2,500.00		$2,500
f. Fire Extinguisher, Recessed Cabinet	6	EA	$500.00		$3,000
g. Projector & Screen at Training - Allowance	3	LS	$6,000.00		$18,000
h. Corner Guards, Rigid Vinyl, 3" Wings, 8' HT	21	EA	$161.25		$3,386
i. Markerboard, Best-Rite 4' x 6' at Training	3	EA	$787.50		$2,363
j. Tackboard, Best-Rite 4' x 4' at Training	3	EA	$387.50		$1,163
k. Enclosed Bulletin Board, Aarco 10-942, Illuminated, 4' x 8'	1	EA	$4,170.00		$4,170
l. PPE Storage, Gear Grid Storage Units	110	EA	$711.88		$78,306
10.2 Maintenance Building	17,040	SF	$1.33		$22,731
a. Restroom Accessories					
36" Grab Bar	2	EA	$86.25		$173
42" Grab Bar	2	EA	$91.25		$183
L-Shaped Grab Bar at ADA Shower	2	EA	$207.50		$415
Fold Down Shower Seat at ADA Shower	2	EA	$685.00		$1,370
ADA Shower Threshold	2	EA	$212.50		$425
Shower Curtain, Rod, Hooks - 5'	2	EA	$250.00		$500
Soap Dispenser	2	EA	$165.00		$330
Paper Towel Dispenser & Waste Receptacle Combo	2	EA	$472.50		$945
Mirrors, 24" x 48"	2	EA	$402.50		$805
Toilet Paper Dispenser	2	EA	$167.50		$335
Sanitary Napkin Disposal	1	EA	$50.00		$50
Robe Hook	2	EA	$86.25		$173
Towel Bar	2	EA	$75.00		$150
Broom & Mop Rack	1	EA	$361.25		$361

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b. Room Signage	26	EA	$125.00		$3,250
c. Exterior Extruded Metal Letters "Fire Station Maintenance Hanger" - Allowance	28	EA	$350.00		$9,800
f. Fire Extinguisher, Recessed Cabinet	5	EA	$500.00		$2,500
h. Corner Guards, Rigid Vinyl, 3" Wings, 8' HT	6	EA	$161.25		$968
11. Equipment	**40,790**	**SF**	**$2.68**		**$109,183**
11.1 FS 04 and EOC	23,750	SF	$2.12		$50,420
a. Kitchen Equipment	1	LS	$30,700.00		
Residential Range	1	EA	$11,500.00		$11,500
Residential Range Hood	1	EA	$1,700.00		$1,700
Refrigerator	5	EA	$1,900.00		$9,500
Dishwasher	2	EA	$1,300.00		$2,600
Ice Maker - Allowance	1	EA	$5,400.00		$5,400
b. Laundry & PPE Equipment	1	LS	$19,720.00		
PPE Drying Cabinet	1	EA	$16,500.00		$16,500
Residential Washer	1	EA	$1,720.00		$1,720
Residential Dryer	1	EA	$1,500.00		$1,500
11.2 Maintenance Building	17,040	SF	$3.45		$58,763
a. Kitchen Equipment	1	LS	$21,800.00		
Residential Range	1	EA	$11,500.00		$11,500
Residential Range Hood	1	EA	$1,700.00		$1,700
Refrigerator	1	EA	$1,900.00		$1,900
Dishwasher	1	EA	$1,300.00		$1,300
Ice Maker - Allowance	1	EA	$5,400.00		$5,400
b. Laundry & PPE Equipment	1	LS	$36,962.50		
Commercial Extractor	3	EA	$11,247.50		$33,743
Residential Washer	1	EA	$1,720.00		$1,720
Residential Dryer	1	EA	$1,500.00		$1,500
12. Furnishings	**40,790**	**SF**	**$3.30**		**$134,415**
12.1 FS 04 and EOC	23,750	SF	$4.60		$109,350
a. Kitchen & Breakroom Countertops, Stainless Steel	258	SF	$255.00		$65,790
b. Restroom Quartz on Plywood Countertops & Plastic Laminate Plumbing Enclosure	88	LF	$495.00		$43,560
12.2 Maintenance Building	17,040	SF	$1.47		$25,065
a. Kitchen & Breakroom Countertops, Stainless Steel	75	SF	$255.00		$19,125

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ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
b. Restroom Quartz on Plywood Countertops & Plastic Laminate Plumbing Enclosure	12	LF	$495.00		$5,940
13. Special Construction	**40,790**	**SF**	**$28.16**		**$1,148,616**
13.1 FS 04 and EOC	40,790	SF	$7.42		$302,575
a. Cantilevered Canopies at EOC	1,705	SF	$55.00		$93,775
b. Prefinished Metal (Wood Look) Soffit, Berridge FW-12	8,700	SF	$24.00		$208,800
13.2 Maintenance Building	16,885	SF	$41.68		$703,805
a. Pre-Engineered Metal Building					
Clear Span Tapered Beam Frame, incl. misc. steel	17,040	SF	$24.50		$417,480
Exterior Sheathing at Exterior Wall	13,620	SF	$7.75		$105,555
Prefinished Gutters	200	LF	$11.50		$2,300
Prefinished Downspouts	270	LF	$16.50		$4,455
Trim & Fascia	450	LF	$22.70		$10,215
Prefinished Metal Soffit, Berridge FW-12	250	SF	$15.00		$3,750
b. Cantilevered Canopies at Maintenance Building	2,910	SF	$55.00		$160,050
13.3 Classroom Building (PEMB)	1,410	SF	$100.88		$142,236
a. Pre-Engineered Metal Building					
Clear Span Tapered Beam Frame, incl. misc. steel	1,410	SF	$20.00		$28,200
Metal Roofing (including Clear panels)	1,558	SF	$7.50		$11,685
Prefinished Gutters	160	LF	$10.00		$1,600
Prefinished Downspouts	120	SF	$12.00		$1,440
Concrete Slab	1,558	SF	$9.75		$15,191
Concrete Foundation	1,410	SF	$21.50		$30,315
Propane Gas Tank - Assume 1000 Gln	1	EA	$10,000.00		$10,000
Teaching Wall- Assumed 8" CMU Wall, 10' HT	500	SF	$19.85		$9,925
Visual Aids (Projectors, Smart Boards, Markerboards, etc.	1	LS	$8,500.00		$8,500
MEP - Fans, Light Fixtures & Power	1,410	SF	$18.00		$25,380
13.4 Training Building/Tower	***1,410***	***SF***	***$0.00***		***$0***
a. Pricing Quote- Fire Training Tower & Adjacent Site Props	***Excluded, Assumed Owner Provided Pricing Quote***				
14. Conveying Systems	**40,790**	**SF**	**$2.70**		**$110,000**
a. New Freight Elevators-Assumed Hydraulic 3,500 lb. - 2 Floors	1	EA	$110,000.00		$110,000
15. Fire Suppression	**40,790**	**SF**	**$0.00**		**$0**
a. Fire Sprinkler System, Wet Pipe System			Excluded, Assumed Not Required		

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ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
16. Plumbing	**40,790**	**SF**	**$14.01**		**$571,470**
16.1 FS 04 and EOC	23,750	SF	$15.32		$363,810
a. Plumbing Fixtures					
ADA/TAS Water Closet, Floor Mounted	4	EA	$2,590.00		$10,360
Standard Water Closet, Floor Mounted	8	EA	$2,495.00		$19,960
ADA/TAS Lavatory, Wall Hung	11	EA	$2,255.00		$24,805
ADA/TAS Lavatory, Wall Hung, Stainless Steel at Dec	1	EA	$2,590.00		$2,590
Kitchen Sink, Single, Stainless Steel, Drop-In	1	EA	$2,195.00		$2,195
Kitchen Sink, Double, Stainless Steel, Drop-In	2	EA	$3,000.00		$6,000
Mop Sink	1	EA	$1,825.00		$1,825
3'-6"x5' Shower Stall	6	EA	$4,500.00		$27,000
3'-6"x5' Shower Stall, Stainless Steel at Decon	1	EA	$5,500.00		$5,500
3'x3' Shower Stall	2	EA	$3,500.00		$7,000
ADA/TAS Electric Water Cooler, Dual Height with Bottle Filling Station	1	EA	$3,050.00		$3,050
Eyewash Station	1	EA	$7,500.00		$7,500
b. Water Heaters, 50 Gal. (Includes Recirculating Pumps)	1	EA	$22,500.00		$22,500
b(1) Water Softener	1	EA	$15,000.00		$15,000
c. Domestic Water Piping	1,735	LF	$45.00		$78,075
d. Sanitary Waste and Vent Piping	580	LF	$40.00		$23,200
e. Trench Drains at Apparatus Bay	150	LF	$225.00		$33,750
f. Compressed Air System at Apparatus Bay (80 Gal. Tank, 5 HP, 2 Stage/3Phase) - Allowance	1	LS	$15,000.00		$15,000
j. Precast Sand-Oil Interceptor (750 Gal.)	1	LS	$55,000.00		$55,000
l. Grease Waste Line (Allowance)	175	LF	$20.00		$3,500
16.2 Maintenance Building	17,040	SF	$12.19		$207,660
a. Plumbing Fixtures					
ADA/TAS Water Closet, Floor Mounted	2	EA	$2,590.00		$5,180
ADA/TAS Lavatory, Wall Hung	2	EA	$2,255.00		$4,510
Kitchen Sink, Single, Stainless Steel, Drop-In	1	EA	$2,195.00		$2,195
Kitchen Sink, Double, Stainless Steel, Drop-In	1	EA	$3,000.00		$3,000
Mop Sink	2	EA	$1,825.00		$3,650
3'-6"x5' Shower Stall	2	EA	$4,500.00		$9,000
Eyewash Station	1	EA	$7,500.00		$7,500
b. Water Heaters, 30 Gal. (Includes Recirculating Pumps)	1	EA	$15,000.00		$15,000
b(1) Water Softener	1	EA	$15,000.00		$15,000

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c.	Domestic Water Piping	615	LF	$45.00		$27,675
d.	Sanitary Waste and Vent Piping	280	LF	$40.00		$11,200
e.	Trench Drains at Maintenance Building	150	LF	$225.00		$33,750
f.	Compressed Air System at Maintenance Bay (80 Gal. Tank, 5 HP, 2 Stage/3Phase) - Allowance	1	LS	$15,000.00		$15,000
g.	Precast Sand-Oil Interceptor (750 Gal.)	1	LS	$55,000.00		$55,000
17. HVAC		**40,790**	**SF**	**$23.51**		**$958,854**
17.1 FS 04 and EOC		23,750	SF	$28.86		$685,397
a.	DX Unit, (2TON) w/ Exhaust (Kitchen)	1	EA	$6,500.00		$6,500
b.	DX Units	35	TON	$2,550.00		$88,400
c.	Misc. Pads/ Enclosure	1	LS	$15,000.00		$15,000
d.	Ductless Mini Split, 2 Ton (IT)	1	EA	$6,500.00		$6,500
e.	Sheet Metal Ductwork, Flex Duct	9,075	LBS	$10.50		$95,288
f.	Sheet Metal Ductwork Insulation	6,806	SF	$9.50		$64,659
g.	Air Devices	16,500	SF	$2.50		$41,250
h.	Terminal Units (VVT at Dorms) & FCUs	14	EA	$4,500.00		$63,000
h.	Exhaust System & Ductwork- Apparatus Bay	4,595	SF	$15.00		$68,925
h(1.)	Mechanical Louver Allowance- Apparatus Bay	1	LS	$20,000.00		$20,000
j.	Exhaust Fans - Restroom, Kitchen, Fitness	1	LS	$39,000.00		$39,000
l.	Electric Unit Heaters (w/ heating element) at Apparatus Bay, Shop	5	EA	$4,500.00		$22,500
m.	Testing and Balancing	23,750	SF	$2.00		$47,500
n.	Controls & Instrumentation	23,750	SF	$2.50		$59,375
o.	Commissioning	23,750	SF	$2.00		$47,500
17.2 Maintenance Building		17,040	SF	$16.05		$273,457
a.	DX Units	10	TON	$2,550.00		$24,707
b.	Ductless Mini Split, 2 Ton (Storage)	3	EA	$4,500.00		$13,500
c.	Sheet Metal Ductwork, Flex Duct	1,962	LBS	$10.50		$20,601
d.	Sheet Metal Ductwork Insulation	1,472	SF	$9.50		$13,979
e.	Air Devices	4,360	SF	$2.50		$10,900
f.	Exhaust System Allowance - Apparatus & Maintenance E	7,060	SF	$8.50		$60,010
g.	Exhaust Fans - Restroom	2	LS	$2,500.00		$5,000
h.	Electric Unit Heaters (w/ heating element) at Maintenance Bay	4	EA	$3,500.00		$14,000
i.	Testing and Balancing	17,040	SF	$2.00		$34,080
j.	Controls & Instrumentation	17,040	SF	$2.50		$42,600
k.	Commissioning	17,040	SF	$2.00		$34,080
18. Electrical		**40,790**	**SF**	**$31.92**		**$1,301,968**

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18.1 FS 04 and EOC	23,750	SF	$31.81		$755,441
a. Electrical Power Distribution	23,750	SF	$5.55		
400A, 208/120V 3 Wire Panel	1	EA	$25,000.00		$25,000
208Y/120V Panel Allowance	23,750	SF	$2.50		$59,375
Feeders: Conductors & Wire at Power Distribution Only Allowance	23,750	SF	$2.00		$47,500
b. Power Devices	228	EA	$450.00		$102,375
c. Power Devices, Heavy Duty	10	EA	$650.00		$6,500
d. Disconnects	10	EA	$400.00		$4,000
d. EOC Generator (Diesel) 250KW, Allowance	250	KW	$450.00		$112,500
175KW Load Bank	1	EA	$18,500.00		$18,500
e. Transformer (Dry Type, Single Phase, 25KVA) - Allowance	1	EA	$25,000.00		$25,000
f. Grounding	23,750	SF	$1.00		$23,750
g. Lightning Protection Allowance	23,750	SF	$0.85		$20,188
h. Light Fixtures: Interior Building Fixtures - Allowance					
Light Fixtures: Apparatus Bay - Allowance	18	EA	$2,500.00		$45,950
Light Fixtures: Exterior Building Fixtures - Allowance	10	EA	$1,250.00		$12,500
Light Fixtures: Dorms, Restrooms, Corridor	70	EA	$750.00		$52,477
Light Fixtures: Kitchen, Dayroom, Training, Exercise	68	EA	$650.00		$44,130
Light Fixtures: Offices, Conference, EOC	51	EA	$650.00		$33,180
Light Fixtures: Lobbies	10	EA	$950.00		$9,822
Light Fixtures: Support Spaces	49	EA	$650.00		$32,070
j. Light Fixtures: Parking Lot Poles (30' pole LED) - Allowance	6	EA	$7,500.00		$45,000
l. Lighting Controls - Allowance	23,750	SF	$1.50		$35,625
18.2 Maintenance Building	17,040	SF	$32.07		$546,527
a. Electrical Power Distribution	17,040	SF	$5.97		
400A, 208/120V 3 Wire Panel	1	EA	$25,000.00		$25,000
208Y/120V Panel Allowance	17,040	SF	$2.50		$42,600
Feeders: Conductors & Wire at Power Distribution Only Allowance	17,040	SF	$2.00		$34,080
b. Power Devices	160	EA	$450.00		$72,180
c. Power Devices, Heavy Duty	10	EA	$650.00		$6,500
d. Disconnects	10	EA	$400.00		$4,000
d. Maintenance Building Generator (Diesel) 100KW, Allowa	100	KW	$450.00		$45,000
175KW Load Bank	1	EA	$18,500.00		$18,500

AG|CM INC

City of Killeen
EOC and FS 4 - Training Campus
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DETAIL SHEET - BUILDING CONSTRUCTION COST

ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
e. Transformer (Dry Type, Single Phase, 25KVA) - Allowance	1	EA	$25,000.00		$25,000
f. Grounding	17,040	SF	$1.00		$17,040
g. Lightning Protection Allowance	17,040	SF	$0.85		$14,484
h. Light Fixtures: Interior Building Fixtures - Allowance					
Light Fixtures: Maintenance Bay - Allowance	28	EA	$2,500.00		$70,600
Light Fixtures: Exterior Building Fixtures - Allowance	8	EA	$1,250.00		$10,000
Light Fixtures: Dorms, Restrooms, Corridor	8	EA	$750.00		$6,023
Light Fixtures: Breakroom	4	EA	$650.00		$2,290
Light Fixtures: Offices	11	EA	$650.00		$7,410
Light Fixtures: Support Spaces	116	EA	$650.00		$75,260
j. Light Fixtures: Parking Lot Poles (30' pole LED) - Allowance	6	EA	$7,500.00		$45,000
l. Lighting Controls - Allowance	17,040	SF	$1.50		$25,560
19. Communications	**40,790**	**SF**	**$4.16**		**$169,680**
19.1 FS 04 and EOC	23,750	SF	$4.59		$109,009
a. Communications System, Equipment Additions, Connections, Conduit & Wire Allowance					
A/V Data Ports (Only common areas, living spaces and training, Conference, EOC)	58	EA	$450.00		$25,884
b. Rough-in Allowance (inc. floor boxes, raceways, etc.)	23,750	SF	$3.50		$83,125
19.2 Maintenance Building	17,040	SF	$3.56		$60,671
a. Communications System, Equipment Additions, Connections, Conduit & Wire Allowance					
A/V Data Ports (At Breakroom)	2	EA	$450.00		$1,031
b. Rough-in Allowance (inc. floor boxes, raceways, etc.)	17,040	SF	$3.50		$59,640
20. Electronic Safety and Security	**40,790**	**SF**	**$6.45**		**$262,975**
20.1 FS 04 and EOC	23,750	SF	$6.63		$157,375
a. Security System with Mass Notification - Allowance	1	LS	$10,000.00		$10,000
Security Cameras	5	EA	$3,500.00		$17,500
b. Fire Alarm System - Allowance	23,750	SF	$2.50		$59,375
c. Uninterruptable Power Systems 15kVA, 10 mins	1	EA	$25,000.00		$25,000
d. Door Access Control System at Exterior Doors, IT, EMS Supply Closets - Allowance	13	EA	$3,500.00		$45,500
20.2 Maintenance Building	17,040	SF	$6.20		$105,600
a. Security System with Mass Notification - Allowance	1	LS	$10,000.00		$10,000
Security Cameras	4	EA	$3,500.00		$14,000
b. Fire Alarm System - Allowance	17,040	SF	$2.50		$42,600

AG|CM INC

City of Killeen
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DETAIL SHEET - BUILDING CONSTRUCTION COST

ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
c. Uninterruptable Power Systems 15kVA, 10 mins	1	EA	$25,000.00		$25,000
d. Door Access Control System at Exterior Doors - Allowance	4	EA	$3,500.00		$14,000
21. Earthwork	**290,000**	**SF**	**$4.07**		**$1,181,315**
a. BMP's	6,444	BCY	$11.88		
Inlet Protection	6	EA	$500.00		$3,000
Filter Fabric Fence	2,200	LF	$5.50		$12,100
Rice Wattle (3 Locations)	6	EA	$350.00		$2,100
Concrete Truck Washout	2	EA	$2,750.00		$5,500
Stabilized Concrete Entrance	2	EA	$5,500.00		$11,000
c. Rough Grading	106,333	SY	$1.25		$132,917
d. Haul-Off Existing Soils	1,043	TL	$125.00		$130,377
e. Fine Grade & Compact Subgrade	51,020	SY	$3.13		$159,438
f. Fill Building Pad w/Select Fill	7,756	CY	$32.50		$252,056
f. Fill Site w/General Fill	23,620	CY	$15.60		$368,478
g. Excavation For Grade Beams	1,057	BCY	$18.75		$19,816
h. Excavation For Tap & Water Line	56	BCY	$18.75		$1,042
i. Backfill Following Utility Installation	56	BCY	$32.50		$1,806
j. Backfill Building Perimeter	1,001	LCY	$65.00		$65,043
j. Site Clearing	7	ACRE	$2,500.00		$16,644
22. Exterior Improvements	**40,790**	**SF**	**$44.15**		**$1,800,878**
a. Heavy Duty Concrete Pavement	81,754	SF			
6" Lime Stabilization - (Includes Scarification, Grading & Compaction)	9,084	SY	$8.95		$81,300
Perimeter Formwork	6,305	LF	$5.50		$34,679
Bar Reinforcing, #3's at 18" O.C.E.W.	20.48	TON	$3,600.00		$73,726
Concrete - (7" thk., 4,000 PSI with 10% for Waste)	1,943	CY	$185.00		$359,440
Concrete Place and Finish	1,943	CY	$22.50		$43,716
Curing	81,754	SF	$0.50		$40,877
Expansion Joints	389	LF	$20.00		$7,787
b. 6" Curb & Gutter	6,273	LF	$13.00		$81,549
c. Concrete Paving at Parking & Drives, 6" Thk.	38,285	SF	$6.32		

AG|CM INC.

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DETAIL SHEET - BUILDING CONSTRUCTION COST

		ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
		6" Lime Stabilization - (Includes Scarification, Grading & Compaction)	4,254	SY	$8.95		$38,073
		Perimeter Formwork	4,260	LF	$5.50		$23,430
		Bar Reinforcing, #3's at 18" O.C.E.W.	9.59	TON	$3,600.00		$34,526
		Concrete - (5" thk., 3,500 PSI with 10% for Waste)	655	CY	$165.00		$108,092
		Concrete Place and Finish	655	CY	$22.50		$14,740
		Curing	38,285	SF	$0.50		$19,143
		Expansion Joints	196	LF	$20.00		$3,923
	d.	Concrete Sidewalks.	12,200	SF	$6.93		
		Moisture Conditioned Subgrade - (Includes Scarification, Grading & Compaction)	1,356	SY	$8.50		$11,522
		2" Thick Compacted Bank Sand	76.81	CY	$32.60		$2,504
		Perimeter Formwork	3,209	LF	$5.50		$17,648
		Bar Reinforcing, #3's at 18" O.C.E.W.	3.05	TON	$3,600.00		$10,980
		Concrete - (4" THK., 3,000 PSI with 10% for Waste)	164	CY	$155.00		$25,423
		Concrete Place and Finish	164	CY	$22.50		$3,690
		Curing	12,200	SF	$0.50		$6,100
		Expansion Joints	336	LF	$20.00		$6,728
	e.	ADA Ramp	7	EA	$2,000.00		$14,000
	f.	Standard Parking Stall Markings	146	EA	$25.00		$3,650
	g.	Accessible Parking Stall Markings	6	EA	$175.00		$1,050
	h.	Accessible Parking Stall Signage	6	EA	$500.00		$3,000
	i.	Concrete Wheel stops (6')	6	EA	$150.00		$900
	j.	Security Bollards at OH Apparatus Bay, Exercise Doors, Dumpster Enclosure - Assuming 16 Ea	16	EA	$750.00		$12,000
	k.	Security Fence	1,327	LF	$185.00		$245,434
	l.	Entry Gates, Motorized	2	EA	$10,000.00		$20,000
	m.	Flag Poles including Foundations	2	EA	$7,800.00		$15,600
	n.	Monumental Sign (Allowance)	Excluded				
	o.	Landscape and Irrigation Allowance	121,860	SF	$1.95		$237,627
	p.	Sodding	85,302	SF	$2.00		$170,604
	q.	Hydroseeding	36,558	SF	$0.75		$27,419
23.	**Utilities**		**40,790**	**SF**	**$15.77**		**$643,213**
	a.	Water Distribution					
		New Tap and connect new addition to existing loop	1	LS	$4,500.00		$4,500
		Main domestic water line: 4"	270	LF	$115.00		$31,050
		Main domestic water line: 2"	540	LF	$85.00		$45,900
		Tapping Saddle, Gate Valve, Boxes	1	LS	$8,000.00		$8,000

AG|CM INC

City of Killeen
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DETAIL SHEET - BUILDING CONSTRUCTION COST

ITEM	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	TOTAL
Fire Hydrants - FDC connections			Excluded/Non-shown		
b. Sanitary Sewer - Connection					
Connect to existing system	1	LS	$4,500.00		$4,500
Sewer line 6" SDR PVC	765	LF	$65.00		$49,725
45deg. Cleanouts	19	EA	$1,250.00		$23,750
SS Manhole (Includes Excavation)	3	EA	$8,500.00		$25,500
c. Storm Sewer - Connection Allowance					
Storm Drain Line 12" RCP	68	LF	$275.00		$18,563
New Junction Boxes	4	EA	$7,500.00		$30,000
Connection to EXISTING Junction Boxes	4	EA	$2,500.00		$10,000
Storm Manhole (Includes Excavation)	5	EA	$9,500.00		$47,500
Mainline Connection to Existing Pond/storm Outfall-Includes Headwall	725	LF	$85.00		$61,625
d. Natural Gas, Allowance (Metering and Connections)			Excluded/Non-shown		
e. Electrical Service Connections/Allowance					
Primary Underground Lines - Duct banks - to Main Electrical Room	720	LF	$330.00		$237,600
Misc. Site Electrical Allowance	1	LF	$25,000.00		$25,000
f. Misc. (Backflow Preventers, Meters/Tap, etc.)	1	LS	$20,000.00		$20,000
Subtotal Construction Cost	**40,790**	**SF**	**$393.32**	**70.25%**	**$16,043,512**
24. General Conditions	40,790	SF	$27.53	4.92%	$1,123,046
25. Estimating & Design Contingency	40,790	SF	$84.17	15.03%	$3,433,312
26. Bonds & Insurance	40,790	SF	$20.20	3.61%	$823,995
27. Escalation	40,790	SF	$15.76	2.81%	$642,716
28. General Contractors Fee / Profit	40,790	SF	$18.93	3.38%	$772,330
Total Construction Cost	**40,790**	**SF**	**$559.91**	**100.00%**	**$22,838,910**

AG|CM

City of Killeen
EOC and FS 4 - Training Campus
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COMPOSITE WORKSHEET

I. Construction Costs	% Mark-Up Factor
A. General Conditions	7.0%
B. Estimating & Design Contingency	20.0%
C. Bonds & Insurance	4.0%
D. Escalation - 4 Months	3.0%
E. General Contractors Fee / Profit	3.5%
Total	

A. General Conditions 7.0%

This represents Direct Costs to the Contractor for construction of the project not associated with specialty trades. Supervisory personnel, temporary field office facilities, miscellaneous equipment and construction aids are items typically identified as General Conditions expenses.

B. Estimating & Design Contingency 20.0%

An amount allowed for items that may be necessary for construction of the project but are not yet identified in the plans and specifications or are unforeseen, associated with the original project quality and scope. It is not intended to cover increases in quality, scope or escalation. The amount varies from 20% to 50% at Feasibility / Program, 25% at Conceptual Design, 20% at Schematic Design, 15% to 25% at Design Development, 5% to 10% at Construction Documents and 0% at Bid Documents, based on historical and statistical data and industry standards. The estimator is responsible, based on their experience and review of the planning documents, to assign an appropriate value for this item using the percentages above as a guideline.

C. Bonds & Insurance 4.0%

This item represents the amount the Contractor will pay to secure Performance and Payment Bonds, General Liability Insurance, Builder's Risk Insurance and other protective means during construction of the project. These items are necessary for protection of both the Owner and the Contractor and are typically required by the Financing Entity, State and Local Governing Authorities.

D. Escalation - 4 Months 3.0%

Allowed 0.75% per month.

E. General Contractors Fee / Profit 3.5%

Overhead represents Indirect Costs borne by the Contractor for Home Office expenses associated with the project. Items such as Accounting, Submittal Processing, Contracting and Legal Fees fall under this category. Profit represents the amount the Contractor proposes for its margin after all costs associated with constructing the project are satisfied. This is first and foremost based on risk analysis and secondly on market conditions.

AG|CM INC

City of Killeen
EOC and FS 4 - Training Campus
Schematic Design Estimate
June 9, 2023

QUALIFICATIONS - (ASSUMPTIONS / EXCLUSIONS / INCLUSIONS)

GENERAL	
1.	The purpose of this estimate is to provide a Schematic Design estimate for the City of Killeen Fire Station No. 4, EOC & Training Campus project. The major elements of the project include 25K SF, Two-Story Fire Station & EOC, 17K Two Story Maintenance Hangar, Classroom & Training Tower that includes Sitework and Utilities, Kitchen, Training and Workshop rooms, Apparatus bay and Dayroom and Dormitories including Rest Rooms.
2.	The estimate is based on Based on "City of Killeen - Fire Station #4 &EOC/Training Campus SD" plan sheets dated 5/19/23 Issued May 20, 2023
3.	The estimate has been prepared by certified professional estimators accredited with both ASPE (American Society of Professional Estimators) and AACEI (Association for the Advancement of Cost Engineering International). Having adopted their Standard & Recommended Practice manual as our own, our methods and product are industry approved. These descriptions constitute the levels of the estimate. Estimates within each of these phases may be prepared multiple times during the design process as more information becomes available, or when changes are made. With each level of the estimate, the estimate will be become more detailed as more information is provided and fewer assumptions are being made. The associated estimate contingencies may decrease at each level to typically 0% at the bid level.....
4.	**Order of Magnitude (Level Three)** This level is usually prepared to develop a project budget and is based on historical information with adjustments made for specific project conditions. Budgets are based on costs per square foot, number of cars, rooms, seats, or other units of measure. Allowances must be made for site work and specific project conditions. Information required for this level is a project program and desired quality level from the Owner. Estimate may range from 5% to 10%.
5.	The estimate contains percentages for general contractor mark-ups reflective of a competitive sealed proposal procurement method. See the "Composite Worksheet" for the percentages used.
6.	The following is a list of the various cost resources used in the development of the cost estimate. · AG|CM historical data · R.S. Means · Estimator judgment · Specialty vendors and suppliers
7.	All dimensions listed in the estimate are listed as "X" x "Y" respectively. The horizontal dimension "X" first and vertical dimension "Y" second.
8.	This cost estimate excludes Soft Cost for the project as indicated in RECAP

AG|CM INC.

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QUALIFICATIONS - (ASSUMPTIONS / EXCLUSIONS / INCLUSIONS)

9.	The "Total Construction Cost" shown on the summary sheet is expected to fall within the range of the low to high of 3 - 4 qualified bids. This number is not intended to predict the outcome of non-competitive (single bid submitted) or overly competitive (greater than 5 bids submitted) bidding climates.
10.	The unit cost shown in the Detail Sheets of the estimate represent pricing for FY2023, Quarter 2.
11.	Includes 3.0% Escalation (0.75% Months, assuming 4 Months)
12.	Excludes cost for hazardous material and/or asbestos abatement.
13.	Includes normal working hours. Excludes night and/or weekend work.
2. Demolition	
1.	Includes an allowance for Removal and Replacement of Asphalt Paving and Curb/Gutter at Panther Way.
2.	Includes Demolition of existing Asphalt Paving on site.
3.	Includes Removal of Landscape (Trees, Grass, etc.) at the proposed Vehicle Entrance.
3. Concrete	
1.	Includes 8" Thk Slab @ Apparatus Bay and 5" Thk at living spaces.
2.	Includes 24" Dia. Drilled Piers, 20' Depth
3.	See Estimate Detail for Concrete Reinforcing Assumptions
4.	Includes 3" LWIC at Upper Levels over Metal Decking
5.	Includes Allowance for Miscellaneous Equipment/Mechanical Pads.
4. Masonry	
1.	Includes Exterior Limestone & Coping at Columns and Brick Veneer as Shown.
2.	Includes 12" CMU at the exterior walls and 8" CMU at the interior walls around the Apparatus Bay, Exercise, PPE, Utility, and Workroom.
3.	Includes (2) Dumpster Enclosure
5. Metals	
1.	See Estimate Detail for Structural Steel Allowance
2.	Includes PEMB for Maintenance Building in Div. 13 Special Construction
6. Wood, Plastics, and Composites	
1.	Includes Plastic Laminate Cabinetry at the Workroom, Dayroom, and Kitchen.
7. Thermal and Moisture Protection	
1.	Includes Standing Seam Metal Roofing.
2.	Includes Batt & Rigid Insulation at Exterior Walls.
3.	Includes Interior Metal Wall Paneling, 8' HT at Bays Areas
4.	Includes allowances for Flashing, Trim, and Cap/Coping.

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QUALIFICATIONS - (ASSUMPTIONS / EXCLUSIONS / INCLUSIONS)

8. Openings	
1.	See Estimate for Door, Frames, & Glazing Assumptions
2.	Includes interior Pocket Doors at the Dorm-Restroom openings and Solid Core Wood Doors with Hollow Metal Frames at the remaining openings.
9. Finishes	
1.	Includes Sealed Concrete Flooring at the Apparatus Bay, Tile in the Restrooms, and LVT & VCT Flooring at the remaining areas.
2.	Includes 9' HT Ceramic wall tile at the Restrooms.
3.	Assumed 4' High Acoustical Wall Panels at 25% of the wall in the Training Room & Conference Room.
4.	See Estimate Details for Additional Assumptions
10. Specialties	
1.	Allowance included for a Projector & Screen in the Training Room.
11. Equipment	
1.	Includes Residential and Commercial Equipment per the Specs and Equipment Floor Plans.
12. Furnishings	
1.	Includes Stainless Steel Countertops at the Kitchen.
2.	Movable Furniture has been excluded and assumed OFOI.
13. Special Construction	
1.	Includes the PEMB assemblies.
2.	Includes Canopies, Training Tower, & Classroom Building
3.	See Estimate Details for Additional Assumptions
14. Conveying Systems	
1.	Includes Freight Elevator
15. Fire Suppression	
1.	Excluded, assumed not required.
16. Plumbing	
1.	Includes one 50 Gal. Water Heaters.
2.	Includes an allowance for the Compressed Air System in the Apparatus Bay. $15000
3.	Includes an allowance for a 750 Gallon Sand-Oil Separator in the Apparatus Bay. $55000
4.	Includes Natural Gas system piping/infrastructure allowance.
5.	Includes an allowance for the Storm Water System.

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City of Killeen
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QUALIFICATIONS - (ASSUMPTIONS / EXCLUSIONS / INCLUSIONS)

17. HVAC	
1.	Includes Roof Top Units for the various building zones. Includes VVT Type System (for 5 TON RTU Only) w/ Terminal Units serving each dorm.
2.	Includes Gas Unit Heaters at the Apparatus Bay and an Electric Unit Heater int the Utility Room.
3.	Includes allowances for Testing, Balancing, and Commissioning.
18. Electrical	
1.	Includes an allowance for a 300KW Diesel Generator.
2.	Includes an allowance for a 25KVA Dry Type, Single Phase Transformer.
3.	Includes allowances for Electrical Distribution equipment & feeders.
19. Communications	
1.	Includes an allowance for Communications System, Equipment Additions, Connections, Conduit & Wire.
20. Electronic Safety and Security	
1.	Includes allowances for the Security with Mass Notification, Door Access, and Fire Alarm Systems.
21. Earthwork	
1.	Includes Erosion Control, building and Detention Pond Excavation, and grading.
1.	Includes Allowance of 2.5' Deep General Fill for Leveling of Site
1.	Includes 3' Deep of Existing Building soil removal, & 6' Deep of Select Fill.
3.	See Estimate Details for Additional Assumptions
22. Exterior Improvements	
1.	Includes Light Duty 5" and Heavy Duty 8" Concrete Drive and Parking, with 4" sidewalks
2.	Includes Bollards at all of the Overhead Doors and Dumpster Enclosure.
3.	Planting, Sod, and Seeding has been carried with preliminary quantities.
23. Utilities	
1.	Includes new domestic water tap, and fire line, and connection to existing loop.
2.	Includes allowance for 2 Fire Hydrants - FDC connections.
3.	Includes Primary lines underground encased in concrete duct bank.
4.	Includes allowance for Backflow preventers.
5.	Excludes Detention Pond Scope in the Base Bid. See Separately Identified Items.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1116234

Date Filed:
01/25/2024

Date Acknowledged:
02/28/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MW Builders, Inc.
Midland, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-19
Construction of new fire station facility

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1116234

Date Filed:
01/25/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MW Builders, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-19
Construction of new fire station facility

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Todd Winnerman, and my date of birth is 11/16/71.

My address is 3712 Helios Way (street), Pflugerville (city), TX (state), 78660 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 25th day of January (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FIRE STATION #4/ E.O.C./ SUPPORT FACILITY PROJECT AWARD FOR CONSTRUCTION TO MW BUILDERS

RS-24-026

February 20, 2024

Background

- Project includes construction of a new Fire Station #4, an Emergency Operations Center, and a Support Services Building
- In FY 2022 Capital Improvement Plan (CIP), $11,900,000 of ARPA Funding for Emergency Operations Center (EOC)/Fire Operations* was approved
- In FY 2023 Capital Improvement Plan (CIP), $5,700,000 for Fire Station #4 New Build* was approved

*Funding requested was based on construction prices for similar projects being built during that time

Background (cont'd)

- Due to increased construction costs since the initial funding approval, city staff requested the bid be advertised as follows:
  - Base Bid – Fire Station #4 / EOC / Training Academy Building
  - Additional Alternate 1 - Support Services Building
  - Additional Alternate 2 – Fire Training Tower & Structures
- Provides ability to scale back the project, if necessary, and not delay the construction of the Fire Station #4 / E.O.C. / Training Academy

FIRE STATION #4 / E.O.C. / TRAINING FACILITY

Background (cont'd)

- Martinez Architects provided the professional services for design and bidding
- Bids were opened and read aloud on January 17, 2024
- Two (2) bids were received for the project, only one was

General Contractor	ICGM Group	MW Builders
Base Bid	$ INCOMPLETE	$17,197,000
Alternate 1: Support Building	$ NOT SUBMITTED	$4,987,000
Alternate 2: Fire Training Structures	$ NOT SUBMITTED	$1,634,000
TOTAL	*$ INCOMPLETE	$23,818,000

Budget

- As part of the architectural design contract, a third-party construction estimate was to be provided to city staff upon completion of the site and construction design
- AGCM was hired by Martinez Architects to provide the construction estimate which, was completed in June 2023
- Only the bid received from MW Builders was determined to be consistent with the construction estimate

Budget (cont'd)

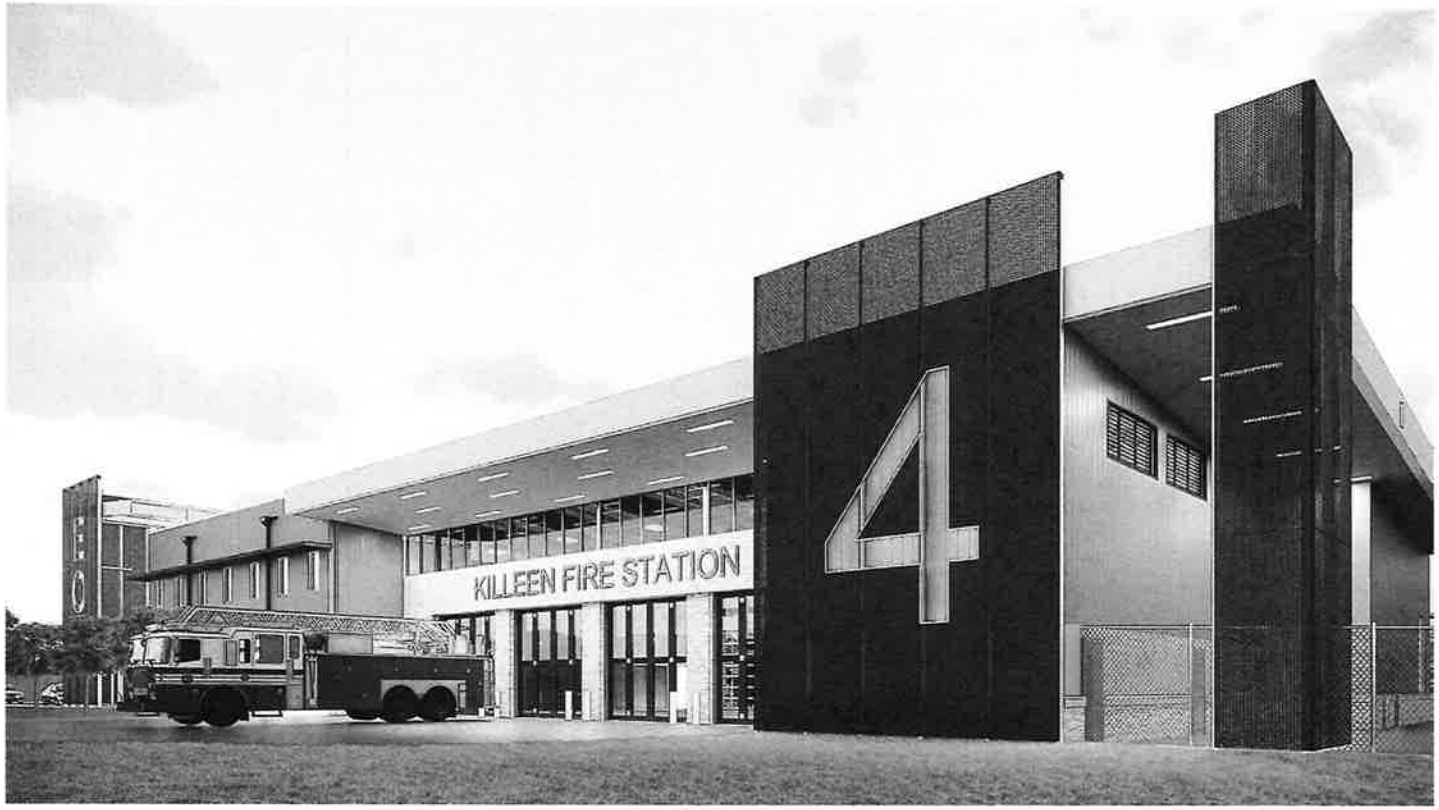
Project	ARPA Funding	YTD Spent / Committed	Total Budget Remaining
EOC/Fire Operations	$12,185,170	$1,136,276	$11,048,894
Fire Station #4	$5,749,042	$546,799	$5,202,243
Sub-total	$17,934,212	$1,683,075	$16,251,137
Base Bid			$17,197,000
Alternate 1 – Support Services Building			$4,987,000
		Total Cost	$22,184,000
		Shortfall	($5,932,863)
Options for addt'l funding at mid-year budget amendment:			
Governmental CIP Fund Balance – Unassigned			$1,900,000
General Fund Excess Fund Balance from FY 2023			$4,500,000

FIRE STATION #4 / E.O.C. / TRAINING FACILITY

- Location of the new facility is 9200 Trimmier Road adjacent to the KISD Transportation Facility

FIRE STATION #4 / E.O.C. / TRAINING FACILITY

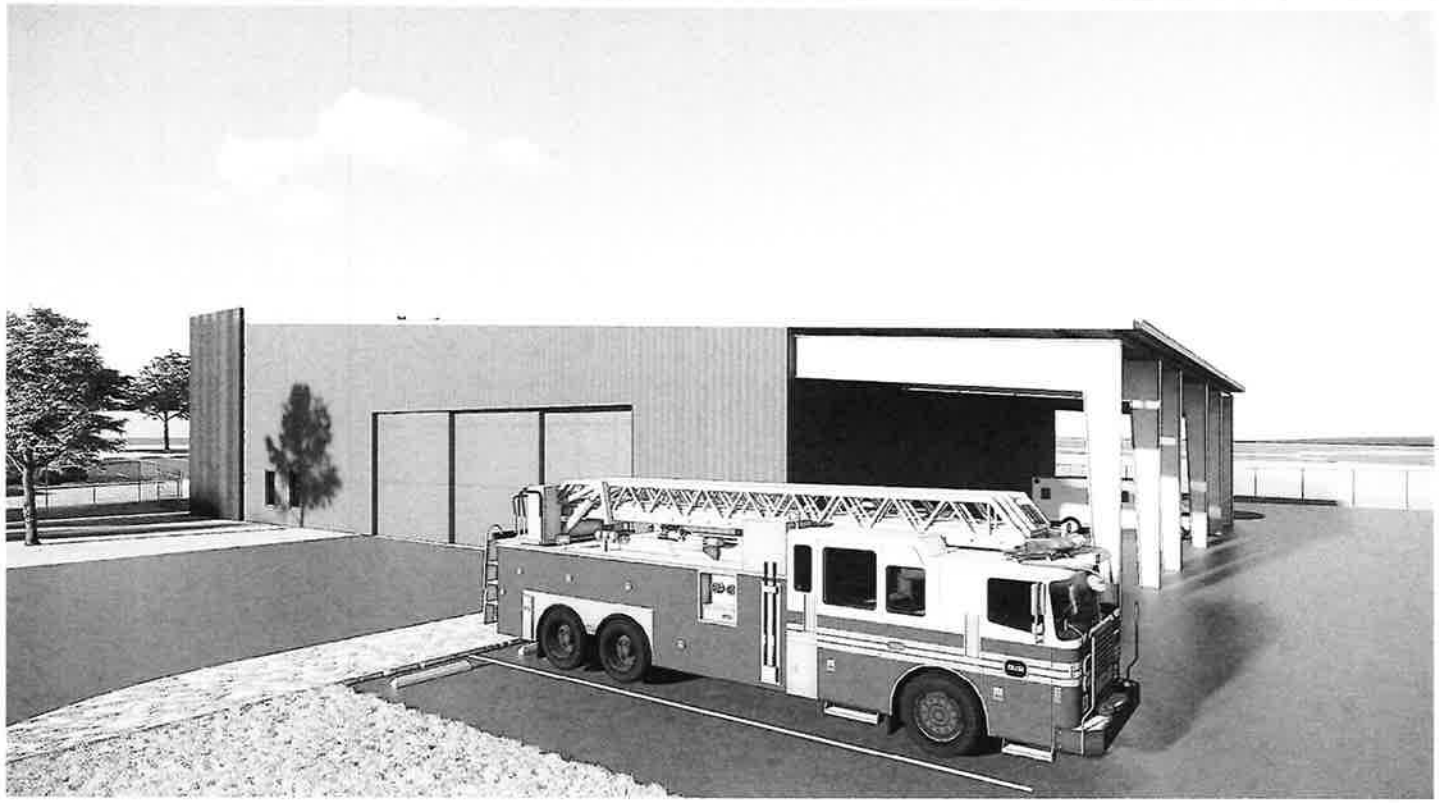
FIRE STATION #4 / E.O.C. / TRAINING FACILITY



FIRE STATION #4 / E.O.C. / TRAINING FACILITY

FIRE STATION #4 / E.O.C. / TRAINING FACILITY

FIRE STATION #4 / E.O.C. / TRAINING FACILITY



PROPOSED PROJECT CONSTRUCTION TIMELINE

If approved:

- Contract Negotiation and Notice to Proceed (NTP) – 4 Weeks
- Ground-Breaking (After NTP is issued) – 3 Weeks
- Substantial Completion – 18 Months
- Project Closeout – 1 Month
- Conclusion of Warranty Period – 1 Year

Alternatives Considered

City Council has four (4) alternatives:

- Reject all bids and do not move forward
- Award Bid 24-19 to MW Builders for the construction of the Fire Station #4 / E.O.C. / Training Facility Project - Base Bid, Additional Alternate 1, AND Additional Alternate 2 in the amount of $23,818,000
- Award Bid 24-19 to MW Builders for the construction of the Fire Station #4 / E.O.C. / Training Facility Project - Base Bid ONLY in the amount of $17,197,000
- Award Bid 24-19 to MW Builders for the construction of the Fire Station #4 / E.O.C. / Training Facility Project - Base Bid and Additional Alternate 1in the amount of $22,184,000

Recommendation

- Staff recommends awarding Bid 24-19 to MW Builders for the construction of the Fire Station No. 4 / E.O.C. / Training Facility Project - Base Bid and Additional Alternate 1 in the amount of $22,184,000, authorize the City Manager or his designee to enter a contract with MW Builders, and authorize the City Manager to execute any and all change orders within the amounts set by state and local law.

Change Order

CERRIS BUILDERS

COR #: 1
Date : 09/22/2025

PROJECT:
1208- - Killeen Fire Station #4
9200 Trimmier Road
Killeen, TX 76542

CONTRACT INFORMATION:
Contract For: Killeen Fire Station #4
Date: 04/11/24

OWNER:
City Of Killeen
Po Box 1329
Killeen, TX 76540

ARCHITECT:

CONTRACTOR:
Cerris Builders, Inc.
3712 Helios Way
Pflugerville, TX 78660
Phone: 512-687-6400

Change Order # 1 - Reduction of Owner's Allowance

THE CONTRACT IS CHANGED AS FOLLOWS:

Project	PCO	ACO	Description	Chg in Days	Contract Change
1208- -	222	CE222	Reduction of Owners Allowance	0	-514,916.27
				Total:	**-514,916.27**

The original Contract Sum was	**22,184,000.00**
The net change by previously authorized Change Orders was	**0.00**
The Contract Sum prior to this Change Order was	**22,184,000.00**
The Contract Sum will be decreased by this Change Order in the amount of	**-514,916.27**
The new Contract Sum including this Change Order will be	**21,669,083.73**

The Contract Time will be increased by: 0 days
The new date of Substantial Completion will be: 07/28/2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architect/Engineer:
Martinez Architects
900 Rockmead, Suite 250
Houston, TX 77339

By: _____
Date: 09.24.2025

Accepted By Contractor:
Cerris Builders, Inc.
3712 Helios Way
Pflugerville, TX 78660

By: _____
Date: 9/23/25

Authorized By Owner:
City Of Killeen
Po Box 1329
Killeen, TX 76540

By: _____
Date: _____

Change Order Request

CERRIS BUILDERS

Cerris Builders, Inc.
3712 Helios Way
Pflugerville, TX 78660
Phone: 512-687-6400

COR#: COR #1 R1
Date: 09/22/2025

Owner : CITY OF KILLEEN
PO BOX 1329
KILLEEN, TX 76540

Project: 1208- - / Killeen Fire Station #4
9200 Trimmier Road
Killeen, TX 76542

Reason Code: OCO

COR # : COR #1 **Reduction of Owners Allowance**

Pursuant of Section 5.6.2.3 of the prime contract, this change order is to credit back the remaining Owner's Allowance by reducing the total contract amount.

Item : 1 Reduction of Owners Allowance

Below is the detail for our proposal to complete the following changes in contract work:

Description	Cost Type	Subcontractor/Vendor Name	Estimated Cost
Owner ALLOWANCE	Owner Allowance		-514,916.27
		Subtotal Item 1	**-514,916.27**

Proposed Change in Contract Time: 0
New Contract Completion Date: 07/28/2025
Subject to proposal approval by:
PCO#: 222

Requested Total For Item 1 **-514,916.27**

Total For Change Order **-514,916.27**

Note: No warrantability for suitability for a particular purpose, nor any liability under any claim whatsoever by any party other than the offeror and acceptor, shall be construed to originate under this proposal. We reserve the right to assess the schedule impact of this Proposed Contract Modification at a later date. This Proposed Contract Modification is submitted with the understanding that any associated impact costs are hereby reserved and preserved.

Submitted By: Cerris Builders, Inc.
Signed: _____
Date: 23SEP25

Approved By: CITY OF KILLEEN
Signed: _____
Date: _____

Approved By: Martinez Architects
Signed: _____
Date: 09.24.2025

1208 - Killeen Fire Station Allowance/Change Order Tracking

Contract Item	CCD #	PCO	Description	Comments	Original	Pricing Received	Pending Approval	Executed	Current
CO.90.101-001	0	5	Material Testing with RK		$ 1,431,040.00			$ 100,000.00	$ 1,331,040.00
A.90.100	2	12	Changes in Sanitary Sewer Main Tie In					$ 6,267.26	$ 1,324,772.74
A.90.100	3	13	Elevator Sizing Change					$ 8,569.00	$ 1,316,203.74
F.90.100	4	20	Main Line Hot Tap Connections					$ 5,938.10	$ 1,310,265.64
F.90.100	5	22	Pier Casings					$ 81,276.69	$ 1,228,988.95
F.90.100	6	29	Structural Steel Changes via RFI 73					$ 1,250.00	$ 1,227,738.95
F.90.100	7	36	ARPA Funding Additions						
F.90.100	8	30	PEMB Foundation Additions					$ 23,735.00	$ 1,204,003.95
F.90.100	9	44	Power for Sand Oil Separators					$ 3,154.72	$ 1,200,849.23
F.90.100	10	45	Plumbing Fixture Changes					$ 1,939.00	$ 1,198,910.23
F.90.100	11	48	Fire Riser Relocation					$ 1,182.50	$ 1,197,727.73
F.90.100	12	52	Site Data Conduit Extensions					$ 17,087.13	$ 1,180,640.60
F.90.100	13	53	ASI #2 Changes					$ 13,636.00	$ 1,167,004.60
F.90.100	14	57	ASI #3					$ 2,192.49	$ 1,164,812.11
F.90.100	15	58	ATS Alternate Path					$ 6,596.36	$ 1,158,215.75
F.90.100	16	59	Canopy W2 Connections					$ 5,416.12	$ 1,152,799.63
F.90.100	17	60	Voltage Change App Doors					$ 4,210.69	$ 1,148,588.94
F.90.100	18	72	Wall Hydrant for Flat Roof					$ 1,729.00	$ 1,146,859.94
F.90.100	19	77	Soffit Framing and Fascia Support					$ 22,864.66	$ 1,123,995.28
F.90.100	20	75	Stainless Built In Sinks					$ 1,501.80	$ 1,122,493.48
F.90.100	21	82	Shower Shelf					$ 1,680.00	$ 1,120,813.48
F.90.100	22.1	86	Fur Down Soffits					$ 4,425.00	$ 1,116,388.48
F.90.100	22.2	91	Operable Wall Fur Down					$ 2,127.00	$ 1,114,261.48
F.90.100	22.3	92	Bunker Gear Fur Out Wall					$ 4,028.00	$ 1,110,233.48
F.90.100	22.4	93	Lobby Steel Fur Out					$ 2,824.00	$ 1,107,409.48
F.90.100	24	95	Temporary Power					$ 8,067.80	$ 1,099,341.68
F.90.100	26	97	Day Room Stair Nosing					$ 1,194.00	$ 1,098,147.68
F.90.100	28	100	Credit for Dilex Schluter Trim					$ (863.00)	$ 1,099,010.68
F.90.100	29	101	Add Wall to Office 105 BLDG A					$ 2,701.53	$ 1,096,309.15
F.90.100	30	103	Plywood and Epoxy Paint in bunker Gear Rooms					$ 12,860.00	$ 1,083,449.15
F.90.100	31	105	SteelGuard Wall in Extractor Room BLDG B					$ 4,885.73	$ 1,078,563.42
F.90.100	32	109	FRP in Decon 150					$ 1,381.00	$ 1,077,182.42
F.90.100	33	114	Glass Adjustment for North Canopy					$ 10,860.00	$ 1,066,322.42
F.90.100	34	115	Add Camera Facing Trimmier					$ 3,588.37	$ 1,062,734.05
F.90.100	35	116	Fur Downs in BLDG B Ceiling					$ 8,082.00	$ 1,054,652.05
F.90.100	36	118	IT Equipment					$ 120,686.67	$ 933,965.38
F.90.100	37	119	SCBA Compressor					$ 98,890.80	$ 835,074.58
F.90.100	38	120	Apparatus Bay Fur Outs					$ 6,387.00	$ 828,687.58
F.90.100	39	121	Stair Landing Fur Downs					$ 1,788.00	$ 826,899.58
F.90.100	40	122	Perforated Panel Lighting				$ 18,463.80	$ 6,610.79	$ 820,288.79
F.90.100	41	123	Add Keypad to Door A145B					$ 500.00	$ 819,788.79
F.90.100	42	124	Lobby Fur Out Below Stairs					$ 1,275.74	$ 818,513.05
F.90.100	43	125	CCD - 035 Credit for 2 Offices					$ (2,417.00)	$ 820,930.05
F.90.100	044 R1	126	Generator Remobilization Credit					$ (16,860.61)	$ 837,790.66

F.90.100	45	131	Support for Building B Sliding Gate					$	8,934.80	$ 828,855.86
F.90.100	46	130	Hangar Door Metal Panels and Insulation					$	6,893.00	$ 821,962.86
F.90.100	47	134	ASI #5 SCBA Compressor Remaining Work					$	30,187.01	$ 791,775.85
F.90.100	48	135	Raise One Sink in Kitchen 130 Building A					$	667.48	$ 791,108.37
F.90.100	49	136	Extractors					$	33,452.10	$ 757,656.27
F.90.100	50	140	Coax from FSD-2 to MDF/ IDF					$	4,562.02	$ 753,094.25
F.90.100	51	143	Wiring IWH-1 for RR 147					$	2,768.67	$ 750,325.58
F.90.100	52	144	Fur Out Storage 221 Building A					$	1,231.00	$ 749,094.58
F.90.100	53	149	Public Address System Speaker Wire and Conduit					$	65,417.93	$ 683,676.65
F.90.100	54	150	ASI #6 Louvers and Extractor Electrical					$	21,002.58	$ 662,674.07
F.90.100	55	151	Elevator Partition Type Building A					$	738.32	$ 661,935.75
F.90.100	56	152	Sod Installation					$	11,640.07	$ 650,295.68
F.90.100	57	154	Add Data to Room 123 Building B					$	1,142.79	$ 649,152.89
F.90.100	58	157	Break Metal Lobby 100 Building A					$	2,850.00	$ 646,302.89
F.90.100	59	164	Bolt Down Bollards					$	849.42	$ 645,453.47
F.90.100	60	168	Additional Sod Installation					$	2,845.84	$ 642,607.63
F.90.100	62	170	Circuits for IT Equipment					$	3,479.60	$ 639,128.03
F.90.100	63	171	Air Compressor Breaker					$	478.76	$ 638,649.27
F.90.100	64		Additional Bolt Down Bollards					$	7,577.18	$ 631,072.09
F.90.100	65		Remaining Sod Installation					$	20,000.00	$ 611,072.09
F.90.100	66		ASI #7					$	5,830.66	$ 605,241.43
F.90.100	67		Undercabinet Oven Break Room 213 Building A					$	1,927.16	$ 603,314.27
F.90.100	68		PA System Remaining Work					$	13,790.20	$ 589,524.07
F.90.100	69		ASI #8					$	13,780.00	$ 575,744.07
F.90.100	70		Spray Foam					$	3,927.00	$ 571,817.07
F.90.100	71		Stainless Bathroom Trim					$	2,078.25	$ 569,738.82
F.90.100	72		Stainless for Mop Racks					$	2,311.75	$ 567,427.07
F.90.100	73		Wall Base					$	1,077.00	$ 566,350.07
F.90.100	74		Dedication Plaque					$	3,260.00	$ 563,090.07
F.90.100	75		SCBA Washer					$	8,788.92	$ 554,301.15
F.90.100	76		Additional Plaques					$	4,540.00	$ 549,761.15
F.90.100	77		Conduit Ham Radio					$	424.54	$ 549,336.61
F.90.100	78		IWH in Decon 150					$	4,641.75	$ 544,694.86
F.90.100	79		Power to Compressor Building A					$	2,101.59	$ 542,593.27
F.90.100	81		FCU-1 Circuit					$	2,677.00	$ 539,916.27
F.90.100										$ 539,916.27
			Rejected							
F.90.100	23	87	Gas Line Adjustments							$ 4,880.00
F.90.100	25	96	Pavilion Bid Alt #2							$ 276,755.00
F.90.100	29	98	Decon 150 Flooring							$ 1,150.00
F.90.100	61	169	Recessed Receptacles for EOC TVs							$ 3,891.89
			Pending							
F.90.100	80		Commissioning					$	25,000.00	$ 514,916.27
F.90.100				Total Pending				$	-	**$ 514,916.27**

CHANGE ORDER #1 FOR THE FIRE STATION #4 PROJECT

RS-25-173

October 21, 2025

Background

- The FY 2022 Capital Improvement Plan included the Emergency Operation Complex EOC for design and construction with $11.9 million in ARPA Funding.
- On May 3, 2022, the City council approved a motion directing FY 2021 excess fund balance allowing the construction of Fire Station #4 to be located with the EOC.
- On February 20, 2024, the City Council approved the award of a construction contract with Cerris Builders (MW Builders), in the amount of $22,184,000.00 for the EOC and Fire Station #4.

Background

- In September of 2025, Fire Station #4 and the EOC were completed and became operational.
- This change order represents the final change order for the Fire Station #4 Project that will account for all work and allow the project to be closed out.
- The change order reduces the total contract amount by reducing the contract of the excess contingency amount of $514,915.27.

Recommendation

- Staff recommends that the City Council Authorize the execution of Change Order #1 with Cerris Builders for the Fire Station #4 Project in the amount of -$514,916.27.

City of Killeen

Staff Report

File Number: RS-25-174

Consider a memorandum/resolution authorizing a Letter of Agreement, with Aqua-Metric Sales Company, for Phase 3 of the Water Meter Replacement Program, in an amount of $1,305,192.78.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, City Engineer**

SUBJECT: **Authorize the execution of a Letter of Agreement with Aqua-Metric Sales Company for Phase 3 of the Water Meter Replacement Program**

BACKGROUND AND FINDINGS:

On June 11, 2024, City Council approved the purchase and installation of Phase 2 of the Sensus Flexnet advanced metering infrastructure (AMI) system, which included 5,000 radios and one base station. The second phase of the water meter replacement program is complete, and Utility Collections is now receiving automated meter readings from the first 10,000 "smart" water meters. The combination of the Sensus iPERL water meters and the Sensus Flexnet AMI system is working well, and staff is confident that this combination provides the best value in meeting the city's "smart" water metering needs.

Aqua-Metric Sales Company, who provided all the components for Phases 1 and 2 of the water meter replacement program, submitted a quote from the HGAC Buy purchasing cooperative Contract No. WM09-20, in an amount of $1,305,192.78, to: 1) provide 5,117 radios, and 2) install and configure 4,544 iPERL residential meters, 297 larger commercial meters, 5,117 radios, and AMI software. Since no commercial meters were replaced in Phases 1 and 2, Phase 3 will include many of the larger commercial meters (sizes 1½" to 6") from the Phase 1 through 3 replacement areas and will place them on the AMI system.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The purchase and installation of smart water metering components from Aqua-Metric Sales

Company will be completed through HGAC Buy Purchasing Cooperative Contract No. WM09-20. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The total expenditure for FY 2026 is $1,305,192.78.

Is this a one-time or recurring revenue/expenditure?

The purchase and installation of "smart" water metering components may become a recurring expenditure. However, this item will only authorize the purchase and installation of these components in an amount of $1,305,192.78. Further purchases will need to be authorized by City Council in the future.

Is this revenue/expenditure budgeted?

Yes, funds are budgeted within account 350-56201-900-400-921011.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Authorize the City Manager or designee to execute a Letter of Agreement with Aqua-Metric Sales Company in an amount of $1,305,192.78 and furthermore, authorize the City Manager, or designee, to execute any and all contract amendments within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Letter of Agreement
HGAC Buy Proposal
Contract Verification Form

Certificate of Interested Parties
Presentation

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen (referred to herein as "City") and Thirkettle Corporation dba Aqua-Metric Sales Company (referred to herein as "Contractor"), collectively the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement and Exhibits attached hereto, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: 1) provide 5,117 radios 2) install, and configure 4,544 iPERL meters, 297 larger meters, 5,117 radios, and AMI software as outlined in the attached Exhibits A-D (the "Project")

Term of Agreement. This Agreement shall commence upon the date that the last required signature is affixed and extend for 300 calendar days after Commencement of Work on the Project and may be reasonably extended as necessary to complete the Project unless terminated in accordance with the terms and conditions hereto.

Consideration. Contractor agrees to provide the services stated above:

___ at the rate of $_____ per hour; or

_X_ for the lump sum payment not to exceed $1,305,192.78

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of the City.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	$1,000,000 general aggregate.

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon sixty (60) calendar days' written notice, provided such cause cannot be reasonably cured within such sixty (60) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations.

All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of the City shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Contractor. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Contract Verification. Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

Acknowledgement – "Boycott Israel"
Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.

Acknowledgement – "Boycott Energy Companies"
Texas Government Code, Chapter 2276 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"
Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

[Signature Page on following page.]

SIGNED, ACCEPTED AND AGREED by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City	Contractor
Kent Cagle, City Manager City of Killeen	Christopher Newville Manager
	September 17, 2025
Date	Date

EXHIBIT A – GENERAL TERMS AND CONDITIONS

1. PRICING AND PAYMENT. Subject to the provisions of this Agreement, the City shall pay Contractor for the full performance of Contractor's obligations the amount set forth in the attached Exhibit B subject to additions and deductions by authorized, written Change Order in accordance with Section 5 hereof. The City shall issue payment within thirty (30) days from the date of invoice. Notwithstanding, if the City fails to pay any invoice within thirty (30) days of the invoice date, Contractor may, at its sole discretion, withhold or suspend the services until the City has paid any past due invoiced amounts or seek termination pursuant to Section 14 of this Agreement. Contractor reserves the right to issue late fees to the City for past due amounts at a rate of 1% of the invoice amount for each additional day past due or the maximum amount permitted by law. All pricing and payments shall be in US currency.

2. ECONOMIC PRICE ADJUSTMENT

   2.1. In recognition of the potential for fluctuation in Contractor's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Contractor on an annual basis or on Contractor's reasonable notice to the City upon Contractor's receipt of such price adjustment imposed by Contractor's manufacturers or suppliers. The percentage change between the contract price and the requested price shall not exceed twenty-five (25) percent of the original contract price or the percentage change issued by Contractor's manufacturer's or supplier's actual cost of increase; whichever is less. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

   2.2. Contractor's submitted price adjustment will be made in writing and submitted to the City timely. Price adjustments will be for the sole purpose of accommodating changes in Contractor's direct economic and inflationary costs of materials or services provided herein.

3. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS. No modification or amendment to this Agreement or the Project herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Contractor and the City each acknowledge additional product and services not detailed or described herein may be required to complete the Project. Either Party may initiate a request to modify, add or remove additional product or services. No

additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.

4. OWNERSHIP.

4.1. Contractor Materials. Contractor or its suppliers shall retain all right, title and interest (including but not limited to copyright, trademark, patents, and other proprietary or intellectual property rights) in the Contractor Confidential Information and Contractor Proprietary Materials (excluding City Work Product, City Data and City Confidential Information).

4.2. City Materials. The City shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the City Work Product, City Confidential Information and City Data. Contractor may access City Data only to respond to AMI services or technical problems or at the City's request, and for the purposes of hosting such City Data in connection with the provision of the AMI Services to the City. Without limiting the generality of the foregoing, Contractor agrees that information and data on how the AMI Services are used by the City (such as, but not limited to, benchmarking data, usage patterns and roles) constitute City Confidential Information and may only be used by Contractor to improve the delivery of AMI Services for the City, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of the City.

5. CONFIDENTIAL INFORMATION.

5.1. To the fullest extent permitted by law, each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the Texas Public Records Act, the City will maintain the confidentiality of all Contractor Confidential Information, and Contractor will maintain the confidentiality of all the City Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All City Data shall be deemed City Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.

5.2. The City acknowledges that Contractor may use products, materials, or methodologies proprietary to Contractor. The City agrees that Contractor's provision of services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Contractor, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Subcontractors and affiliates of Contractor who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.

5.3. Unauthorized Access. Contractor shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt City Information in any way. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Contractor shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

6. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

6.1. Contractor represents, warrants and covenants as follows:

i. Contractor has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Contractor is bound.

ii. Contractor is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.

iii. Contractor has the full right, corporate power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

iv. The execution of this Agreement by Contractor's representative herein has been duly authorized by all necessary corporate action of Contractor.

7. COMPLIANCE WITH LAWS.

7.1. Contractor Compliance with Laws. Contractor will perform their respective obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Contractor's respective business and activities, including Laws of any country or jurisdiction from which or through which Contractor provides the product or services; and (ii) applicable to the City and the City's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and

implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

7.2. The City's Compliance with Laws. The City will perform its obligations under this Agreement in a manner that complies with all Laws applicable to the City's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

8. WARRANTIES.

8.1. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided, however any such warranties received by Contractor from its suppliers shall be passed on to the City.

8.2. Contractor warrants that the services provided by Contractor will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.

8.3. Limitations. Unless otherwise expressly provided herein, neither Contractor nor any of its service providers, licensors, employees or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Contractor nor its suppliers, licensors, employees or agents will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs" means any and all costs and expense incurred by the City in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

8.4. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Contractor and/or their supplier agrees to provide a repaired or replacement meter free of charge, including no charge for freight delivery back to the City for any meter returned within the warranty provisions.

8.5. Meter Services Warranty. Contractor warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches downstream (customer side) of the meter connection for a period of thirty (30) days from the date of meter exchange.

i. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Contractor or its subcontractor.

ii. Contractor does not warrant defective product(s) or materials including but not limited to the utility meter, piping, meter couplings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, conduit, wire or wire nuts, or other similar materials (the "Materials") used to complete the meter exchange service. Such products will be subject to the manufacturer(s) product warranty guidelines. All product warranty concerns will be facilitated through Contractor with the appropriate product supplier(s) or manufacturer(s).

iii. Contractor does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.

iv. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".

v. The City shall notify Contractor of any warrantable concern(s) within five (5) business days of the City becoming aware of suspect failure.

vi. The City acknowledges Contractor is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Contractor does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the City.

vii. Contractor reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Contractor's faulty workmanship, Contractor, at its sole discretion, may invoice the City for any time and expense incurred to inspect the worksite. Contractor will not be held responsible for any unauthorized repair(s) performed by the City, the City's resident or business customer, or any third-party repair company.

9. LIMITATIONS AND DISCLAIMERS OF LIABILITY. DISCLAIMER OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. FORCE MAJEURE. Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events

beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, supply chain constraints or delays in product shipment caused by any of the preceding events, provided payment obligations for work completed by Contractor under this Agreement shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

11. SUSPENSION OF WORK. Except in the event of force majeure pursuant to Section 12, and notwithstanding anything to the contrary contained herein, in the event of prolonged or indefinite delays or suspension caused by the City, Contractor may, at its discretion and upon written notice to the City, elect to remove Contractor assets including but not limited to personnel, equipment, storage and disposal facilities, product and materials from the Project worksite. The City agrees to pay for fees incurred by Contractor resulting from but not limited to loss of payroll/subcontractor compensation, contracted or broken lease fees, demobilization and remobilization fees. Should the City elect to suspend or postpone indefinitely any portion of the services requested, Contractor may demobilize all staff, subcontractors, and/or facilities until such suspension has been lifted or Agreement termination.

12. TERMINATION.

    12.1. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth herein.

    12.2. In the event of such termination, all Work shall be suspended as provided in the termination instruction. The City shall pay Contractor pursuant to the terms herein for all product and services rendered prior to and through the effective date set forth in the notice of termination.

    12.3. Upon termination of this Agreement for any reason, Contractor shall provide the City with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the City making a final payment to Contractor in the amount (a) consistent with services rendered as of the date of termination, including such subscription services the Contractor has contracted for in fulfillment of the terms of this Agreement, *plus* (b) amounts incurred by Contractor to demobilize and orderly conclude open matters/invoices. In the event Contractor has received access to City information or data as a requirement to perform services hereunder, Contractor shall return all City provided data to the City in a machine-readable format or other format deemed acceptable to the City, in the City's reasonable discretion.

13. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 14, if either Contractor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in

connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation within Bell County, Texas. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

14. NOTICES. All notices permitted or required to be given by either Party under this Agreement to the other shall be in writing through each Party's authorized representative(s) as follows:

If to Contractor:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to the City:

City of Killeen
Attn: Steve Kana
101 N College Street
Killeen, TX 76541
Email: skana@killeentexas.gov

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

15. AGREEMENT AUTHORIZED. Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument,

document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

16. CONFLICTS OF INTEREST. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

17. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

18. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).

19. FORUM SELECTION. The Parties agree that any action to interpret or enforce this Agreement shall be brought and maintained only in the county courts located within Bell County, Texas. The Parties consent to the exclusive jurisdiction of such courts and waives any objection either Party might otherwise have to jurisdiction and venue in such courts and Parties consent to service of process out of said State of Texas by regular U.S. mail to each Party or any other method of service permitted by such courts.

20. DEFINITIONS.

    20.1. “Advanced Metering Infrastructure System” is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between utilities and customers.

    20.2. “Sensus Software-as-a-Service and Spectrum Lease Agreement” is an agreement between the City and Sensus USA, Inc. (“Sensus” including but not limited to the use of the Sensus FlexNet System, Sensus Analytics Software-as-a-Service (“SaaS”), Spectrum License Lease, and Support Standards.

    20.3. Sensus “Software-as-a-Service (“SaaS”) means a software distribution model in which Sensus USA, Inc. hosts the Sensus Analytics software in a secure cloud environment and makes available to customers over the Internet.

    20.4. “Thirkettle Corporation Annual Services Agreement” refers to the separate annual agreement between Contractor and the City for the continued use, access, license, and support of the City’s AMI System.

    20.5. "Software" means the computer software described as such in the Sensus Agreement, in machine-readable form only, as well as any updates which may be provided pursuant to the terms of this Agreement.

20.6. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by the City or Contractor, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.

20.7. "Contractor Confidential Information" means the Contractor Proprietary Materials and any other Contractor owned or licensed information or material that Contractor designates in writing as confidential.

20.8. "Contractor Proprietary Materials" mean (i) Software and all computer programs, Documentation, products, forms, tools, methodologies, processes and procedures which were developed and owned by Contractor or its subcontractors prior to the Effective Date or which are developed during the term of the Agreement by Contractor staff (including employees and subcontractors), expressly excluding any City Work Product; and (ii) any modifications thereof and derivative works based thereon.

20.9. "City Confidential Information" means the City Data, City Proprietary Materials, and any other City owned or licensed information or material that is designated in writing by City as proprietary and confidential, or that Contractor should reasonably know is confidential in light of the circumstances surrounding its disclosure.

20.10. "City Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of the City, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of the City or any City Affiliate to Contractor regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Contractor as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

EXHIBIT B – AGREEMENT PRICING

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

September 5, 2025

Client: City of Killeen, Texas
Attention: Steve Kana
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
Sensus FlexNet AMI System: Phase 3				
	520M Single Port SmartPoint Radio Transmitter	5,117	$131.08	$670,736.36
	Field Deployment Management, Monthly Fee	6	$7,500.00	$45,000.00
	Mobilization Fee	1	$12,738.85	$12,738.85
	NovusCenter WOMS Additional Setup Fee	1	$2,500.00	$2,500.00
	NovusCenter WOMS Work Order Fee	5,117	$2.25	$11,513.25
	NovusCenter WOMS Data Quality Review Fee	5,117	$3.00	$15,351.00
	3/4" Water Meter Exchange with SmartPoint Installation and Activation	4,163	$61.15	$254,567.45
	1" Water Meter Exchange with SmartPoint Installation and Activation	381	$70.06	$26,692.86
	1 1/2" Water Meter Exchange with SmartPoint Installation and Activation	147	$348.85	$51,280.95
	2" Water Meter Exchange with SmartPoint Installation and Activation	134	$348.85	$46,745.90
	3" Water Meter Exchange with SmartPoint Installation and Activation	7	$1,210.19	$8,471.33
	4" Water Meter Exchange with SmartPoint Installation and Activation	5	$1,528.66	$7,643.30
	6" Water Meter Exchange with SmartPoint Installation and Activation	4	$2,547.77	$10,191.08
	SmartPoint Installation and Activation Only on Existing 3/4" - 1" Sensus Meter	236	$48.41	$11,424.76
	SmartPoint Installation and Activation Only on Existing 1/2" - 6" Sensus Meter	40	$95.54	$3,821.60
	Add-On: Plastic Meter Box Lid Replacement, up to 2", Labor Only	4,825	$8.55	$41,253.75
	Add-On: Clean Out Excessive Dirt from Meter Box, up to 1", Estimated Quantity	863	$16.88	$14,567.44
	Add-On: Clean Out Excessive Dirt from Meter Box, 1 1/2" - 2", Estimated Quantity	53	$25.48	$1,350.44
	Add-On: Clean Out Excessive Dirt from Meter Box, 3" +, Estimated Quantity	1	$64.52	$64.52
	Add-On: Residential (5/8" - 1") Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt, Labor Only, Estimated Quantity	636	$70.06	$44,558.16
	Add-On: 1 1/2" - 2" Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt, Labor Only	39	$121.02	$4,719.78
	Recommended Contingency Fund for Installation Incidentals	1	$20,000.00	$20,000.00
	Installation Incidental: Lid Modification: Drill Hole in Plastic Meter Box Lid		$10.35	
	Installation Incidental: Lid Modification - Drill Hole in Metal Meter Box Lid, up to 2"		$28.80	
	Installation Incidental: Lid Modification - Drill Hole in Metal Meter Box Lid, 3"+		$45.00	
	Installation Incidental: Water Meter Register Reprogramming of Existing 5/8" - 1" Sensus Meter, Labor Only		$12.74	
	Installation Incidental: Water Meter Register Reprogramming of Existing 1.5"+ Sensus Meter, Labor Only		$31.85	
	Installation Incidental: Commercial (1.5"+) Water Meter Register Replacement on Existing Sensus Meter, Labor Only		$193.50	
	Installation Incidental: 5/8" - 1" Direct Connect Replumb, Labor Only		$193.50	
	Installation Incidental: 5/8" - 1" Meter Tail Replacement, Labor Only		$108.00	
	Installation Incidental: 5/8" - 1" Bushing Adapter Replacement, Labor Only		$8.92	
	Installation Incidental: Dewater Meter Vault, 3" +		$96.43	
	Installation Incidental: Confined Space Entry, 2" +		$384.62	
	Installation Incidental: Site Visit Fee		$57.08	
	Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour		$162.00	

This quote for the product and services named above is subject to the following terms:

Subtotal: $1,305,192.78

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

September 5, 2025

Client: City of Killeen, Texas
Attention: Steve Kana
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties.
Terms of Sale can be found online at www.aqua-metric.com

Sales Tax: $0.00

Total: $1,305,192.78

2. Quote is valid for thirty days.

3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.

4. Freight allowed on single Sensus Product orders exceeding $80,000.00.

5. Net Thirty Days to Pay

6. Returned product may be subject to a 25% restocking fee. Additional details apply.

7. Sales Tax and/or Freight charges are not included.

8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the “Taxes and Fees”) related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Aqua Metric
16914 Alamo Parkway, Bldg. 2, Selma, TX 78154
Phone: (210) 967-6300 Fax: (210) 967-6305

September 5, 2025

Pricing Clarifications – City of Killeen, Texas AMI System

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding $80,000.00. All non-Sensus and/or non-water product orders are subject to additional freight charges (i.e., hand held equipment, backhaul modems, meter boxes and lids, etc.).
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus product. Due to their custom configuration and build, all electric meter sales are final. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.
9. A retainer withholding surcharge will be applied if retainage is required.
10. Standard meter installation pricing shall encompass like-for-like meter exchange. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, curb stops, meter couplings, meter riser/resetter, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
11. Pricing does not include staging services, product storage, trash/recycling receptacles, or consumer outreach program.
12. Performance and Payment Bond not included.
13. Pricing does not reflect Prevailing Wage Rates.
14. Any items beyond quote above subject to price negotiations.
15. Aqua-Metric HGAC Buy Board No. WM09-25.

EXHIBIT C – METER SERVICES SCOPE OF WORK

1. OBJECTIVE

   1.1. This Meter Services Scope of Work outlines the general understanding of the project requirements. The exact workflow and processes detailed may be subject to revisions pending additional requirements and/or processes identified during the Project planning or throughout the course of the Project.

2. PROJECT PLANNING

   2.1. Review standard meter exchange expectations.

   2.2. Review the City's customer resolution process.

   2.3. Review incidental labor/materials and contingency fund allocation process.

   2.4. Identify any special equipment anticipated during the project.

   2.5. Review and finalize proper Return to Utility ("RTU") handling and resolution.

   2.6. Identify operating hours, holiday schedules, and black-out dates.

      A. Identify route order in relation to meter reading schedules.

      B. Coordinate with supplier(s) to determine product delivery schedules.

3. PROJECT PREPARATION AND MOBILIZATION

   3.1. Staffing

      A. Contractor will ensure all staff and subcontractors are adequately equipped with reliable transportation, standard meter installation tools, activation and programming equipment, and personal protective equipment (PPE).

      B. All field personnel working on the project will be clearly identifiable as an authorized employee conducting business on behalf of Contractor. At minimum, each field technician will be equipped with vehicle magnets, identification badges, and highly visible safety vests.

   3.2. Operations and Warehousing

      A. The City will provide Contractor's field staff with access to the City's local facilities to conduct daily operations. Contractor assumes the City will provide the following items, at minimum, and no additional services will be procured by Contractor during the course of the Project.

         I. Product warehousing.

         II. Specialty equipment (i.e., forklift, pallet jack, etc.)

         III. Adequate parking spaces for field technicians during loading/unloading of field materials.

         IV. Trash, recycling, and scrap disposal containers.

         V. Office space for field management personnel (as needed)

         VI. Access to secure wireless internet connection.

3.3. Project Oversight

A. Contractor will designate a field supervisor who will be responsible for coordinating all work and communications with the City, suppliers, or subcontractors during the meter exchange phase. Contractor will:

I. Oversee field staff and continually monitor the production, quality of service, and professionalism.

II. Coordinate material acquisition with product supplier(s).

III. Coordinate resolution regarding field issues or concerns with the City's designated personnel.

IV. Conduct routine meetings with the City to ensure project is executed smoothly.

3.4. Work Order Management Software

A. Contractor will use Work Order Management Software ("WOMS") to manage the field service work throughout the course of the project. Contractor shall grant the City read-only access to the WOMS through the duration of the meter exchange phase. Unless expressly stated otherwise, the City acknowledges and agrees nothing in this Meter Services Scope of Work grants, constitutes, or provisions the City with any licensed use during or after the project. The City, at its discretion, may request to license WOMS from Contractor for the City's continued use concluding the project.

B. Contractor and the City will coordinate with the City's billing software vendor ("CIS Vendor") to integrate the WOMS with the City's billing software ("CIS"). Contractor will coordinate with CIS Vendor to ensure the electronic meter swap files are formatted correctly for the CIS.

C. Contractor has included pricing for the initial integration of the WOMS with the CIS.

I. Pricing does not include re-integration with the City's current CIS or new CIS in the event the City changes the CIS at any point after the initial integration.

II. The City's CIS Vendor may impose separate fees for extract and meter swap integration with WOMS. Contractor is unable to ascertain or approximate any additional fee(s) (i.e. one-time or recurring fees) as such fees would be facilitated between the City's CIS Vendor and the City independently. Contractor will not be responsible for any new or revised fee(s) imposed from the City's CIS Vendor.

D. To facilitate field work orders in a meter exchange project, Contractor will work with the City and the City's CIS Vendor to use their existing meter swap interface. Most billing vendors have an existing interface that will define the formats required.

I. The City will supply Contractor with a current export of the City's billing database.

II. Contractor will coordinate with the City to reconcile/clean-up database. Any issues or concerns with the data file will need to be resolved prior to meter

exchange. Insufficient or inaccurate data may result in delay(s) to the Project Schedule and subject to subsequent fees for additional time spent in the field to locate field assets and/or perform the Services herein. In the event the City requires assistance with data clean-up, Contractor may supply a Data Analyst at an hourly rate of Two-Hundred Dollars ($200.00) per hour.

III. When all issues have been resolved, import final billing database into WOMS and coordinate with the City to partition the service area into routes.

3.5. Material Acquisition (ongoing)

A. Contractor will coordinate and furnish all material(s) identified within Exhibit B throughout the term of this Agreement. Contractor will coordinate with product supplier(s) to ensure adequate inventory is onsite and available to maintain meter exchange production schedules.

B. The City shall inspect and/or test all materials within three (3) days from the date of delivery and immediately notify Contractor of any discrepancies. If no notice is provided within the 3-day period, Contractor will assume the materials have passed inspection and will issue invoice for the materials delivered.

C. The City acknowledges Contractor is unable to circumvent manufacturing product delays and Contractor and the City agree to reasonably extend the project timeline for such delay(s) beyond Contractor's control.

D. Unless expressly stated otherwise, supplemental materials (i.e., parts, fittings, pipe, valves, boxes, box lids, etc.) are not included within the project scope.

4. FIELD DEPLOYMENT

4.1. SmartPoint Installation & Activation

A. Create and assign work orders for each service account in WOMS.

B. Arrive at service address and park curbside. Place traffic rated safety cones to the front and rear corners of vehicle.

C. Verify the correct location by validating address and meter number in WOMS.

D. Inspect the worksite to verify the SmartPoint can be installed. If the meter box is inaccessible or a SmartPoint installation is not possible, the account will be flagged as In-Process or RTU (defined below) as applicable.

E. Clear light debris from meter box, if necessary.

F. Affix SmartPoint transmitter securely to pre-drilled meter box lid. If applicable, technician shall remove preexisting radio transmitters and return to the City for disposal.

G. Connect meter to SmartPoint utilizing a new iPERL touch coupled connector.

H. Activate the SmartPoint and verify communications have been established using the activation screen in the programming application.

I. Replace the meter box lid, clean up and remove any trash from the jobsite.

J. Work Order Data Documentation

I. Record meter and/or radio transmitter serial number (barcode scan).

II. Capture clear images detailing:

a. Relative meter box location in relation to dwelling

b. Worksite condition and before and after performing the services.

c. New SmartPoint once installed.

d. SmartPoint activation screen.

III. Document any comments or notes relating to the worksite conditions or exceptions with images; including, but not limited to recommended services, special worksite notes, unstable conditions, etc.

4.2. In-Process or Return to Utility ("RTU")

A. In-Process may include, but not be limited to, any of the scenarios listed hereunder. Contractor will make a reasonable effort to exchange water meters at all locations identified within the project scope. When applicable, Contractor shall flag accounts as "In Process" (skipped/on-hold) which may require additional assistance from the City. Contractor shall notify the City of any account flagged In-Process for review. If Contractor and the City are unable to determine an appropriate resolution and timeline for the In-Process workorder within three (3) days, the account will be flagged Return to Utility ("RTU").

I. Service accounts which require a meter exchange.

II. Service accounts which the meter box lid has not been pre-drilled or replaced by the City with a pre-drilled hole to accommodate the SmartPoint.

III. Service accounts that cannot be located or have been found to substantially deviate from the expected scope or require additional assistance from the City personnel.

IV. Service accounts where the meter box is obstructed by vehicles.

V. Accounts which require advance scheduling will be identified as In-Process. The City will schedule Contractor for appointment to perform the meter exchange.

VI. Service accounts that have visible service line leaks at or near the meter.

B. Return to Utility ("RTU")

Return to Utility ("RTU") may include, but not be limited to, any of the scenarios listed hereunder. Service accounts flagged as RTU will be returned to the City for further action and Contractor may, in its sole discretion, invoice the City for a trip charge for the initial site visit or each additional visit in addition the service price thereafter. Unless otherwise specified hereunder, the City will be responsible for completing meter exchange service or performing the actions necessary to complete the meter exchange service prior to returning the account to Contractor.

I. Any service account which the meter box is inaccessible, requires special equipment, additional materials (parts, fittings, pipe, etc.) or labor which has not been approved by the City to successfully complete.

II. Service accounts where the meter box is obstructed by permanent or large structures, landscaping, or excessive tree/plant roots inside meter box.

III. Service accounts where the technician reasonably believes potential damage may occur to customer's property.

IV. Service accounts which require alterations or restorations to concrete or asphalt beyond twenty-four (24) inches around the meter box, or landscaping including but not limited to permanent trees, bushes, shrubs, flowers, gardens, and pathways.

4.3. Non-Standard Services

A. Non-Standard Services are defined as any service(s) in excess to or supplemental to those expressly stated within the aforementioned Field Deployment. Non-Standard Services may be required to facilitate a successful meter exchange. At the City's option, Non-Standard Services may be invoiced on occurrence or the account will be flagged RTU. Any labor or materials necessary to complete the services and not previously agreed upon will be submitted as a Change Order pursuant to Section 5 of the Agreement.

5. QUALITY ASSURANCE AND QUALTIY CONTROL

5.1. Field Services Quality Assurance

A. Contractor will perform weekly quality assurance evaluations on a portion of completed work orders. Service addresses will be selected at random and reviewed for proper installation and data collection. At minimum, the field supervisor will evaluate:

I. SmartPoint installed correctly

II. Work order accuracy

III. Digital phots are uploaded and match work order data

a. Meter identification number

b. Radio identification number

B. The field supervisor will coordinate with the City and/or Contractor's technical staff to identify service locations not communicating to the AMI infrastructure. In the event an installed product is suspect for non-communication, a technician will make one on-site attempt to interrogate the product at no expense and within the Warranty period.

I. The work order will be reopened and assigned to a field technician to troubleshoot the concern. If the malfunction is a direct result of the technician's error or negligence, the technician will install a replacement at no charge.

II. If it is determined that non-communication is due to a defect or damage to the product caused by the City or third-party (including the homeowner), Contractor shall invoice for the site visit.

5.2. Data Quality

A. Contractor will review a portion of all work orders captured within the WOMS to confirm proper data collection and integrity while tracking and recording any anomalies. The field supervisor will reopen any work orders as necessary and reassign to the technician for review and/or data correction.

6. ROUTE MANAGEMENT AND SUBSTANTIAL COMPLETION

6.1. Contractor will coordinate with the City to partition the service area into routes. Field technicians will advance through each route in a contiguous form until a majority of service locations have been completed or flagged as RTU. Contractor's goal is to complete as much of the active route prior to advancing to the next. Specific timing goals for route completion will be proposed by Contractor after thorough review of routes for approval by the City.

6.2. An active route will be considered substantially complete when ninety percent (90%) of meters have been installed and verified as communicating or Returned to Utility (RTU). Subsequent routes shall be available for meter exchange services prior to route acceptance of the active route.

6.3. Meter Services will be considered substantially complete when ninety percent (90%) of the meter quantity allocated for the entire Project have been successfully exchanged or Returned to Utility (RTU).

7. PROJECT CLOSE-OUT

7.1. Demobilization

A. Clean up and return any facilities provided by the City, return any City provided equipment to appropriate personnel, transfer overstock inventory back to the City, and demobilize field crews.

8. ASSUMPTIONS AND CLARIFICATIONS

8.1. All SmartPoints will be installed contiguously and sequentially through cycles and routes during normal business hours of Monday – Friday, 7:00 AM to 5:00 PM.

8.2. No additional Direct Job Costs (city licenses, permits, etc.) are included and will be invoiced as necessary and on occurrence at cost plus fifteen percent (15%).

8.3. All meter boxes are assumed to be located in a conspicuous and easily accessible locations. All hard-to-find meter boxes will have location descriptions and/or assistance from the City as necessary to locate.

8.4. Traffic Control cost(s) (including but not limited to planning, engineering, permitting, implementation, labor, Traffic Control device setup and removal, etc.) will be invoiced as necessary and on occurrence at cost plus fifteen percent (15%).

8.5. If required, Contractor assumes the City will provide any necessary scheduling services.

8.6. Contractor assumes no print media such as postcards or door hangers will be used during the Project. Should the City choose, the City may provide Contractor with door hangers or information handouts to be distributed at each location upon completion of the Work. The City acknowledges and agrees Contractor will not be expected to distribute printed material at any time other than while onsite during the SmartPoint installation.

8.7. All materials removed from the field (e.g., retired meters, debris, trash) will be returned and/or disposed of at the City facility.

8.8. Contractor is not expected to exchange meters as part of this Project. In the event the City elects to engage Contractor for meter exchange services, additional scope and pricing will apply.

8.9. Contractor assumes the City will pre-drill or replace all meter box lids prior to the SmartPoint installation.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	WM09-20	Date Prepared:	9/4/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Killeen, Texas	**Contractor:**	Aqua-Metric Sales Company
Contact Person:	Steve Kana	**Prepared By:**	Kristy Segarra
Phone:	(254) 501-7623	**Phone:**	(210) 967-6300
Fax:		**Fax:**	(210) 967-6305
Email:	skana@killeentexas.gov	**Email:**	Kristy.Segarra@aqua-metric.com

Catalog / Price Sheet Name:	WM09-20 Aqua-Metric / Sensus Pricing - Updated 12/2024
General Description of Product:	**Water Meters and Installation**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
6	Field Deployment Management, Monthly Fee, WM0925E	13500	81000
1	Mobilization Fee, WM0925E	27000	27000
5117	NovusCenter WOMS Work Order Fee, WM0925B	2.48	12690.16
5117	NovusCenter WOMS Data Quality Review Fee, WM0925B	3.47	17755.99
4163	3/4" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	101.5	422544.5
381	1" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	101.5	38671.5
147	1.5" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	348.85	51280.95
134	2" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	348.85	46745.9
7	3" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	1395	9765
5	4" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	1620	8100
4	6" Water Meter Exchange with SmartPoint Installation and Activation, WM0925E	2700	10800
236	SmartPoint Installation and Activation Only on Existing 3/4" - 1" Sensus Meter, WM0925E	58.95	13912.2
40	SmartPoint Installation and Activation Only on Existing 1/2" - 6" Sensus Meter, WM0925E	193.5	7740
4825	Plastic Meter Box Lid Replacement, up to 2", WM0925E	8.55	41253.75
863	Clean Out Excessive Dirt from Meter Box, up to 1", WM0925E	19.29	16647.27
53	Clean Out Excessive Dirt from Meter Box, 1 1/2" - 2", WM0925E	64.29	3407.37
636	Residential (5/8" - 1") Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt,	94.05	59815.8
39	1 1/2" - 2" Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt, WM0925E	135	5265
5117	520M Single Port SmartPoint Radio Transmitter, WM0925A	168.42	861805.14
		Total From Other Sheets, If Any:	
		Subtotal A:	1736200.53

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	NovusCenter WOMS Additional Setup Fee	2500	2500
1	Clean Out Excessive Dirt from Meter Box, 3" +	64.52	64.52
1	Recommended Contingency Fund for Installation Incidentals	20000	20000
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	22564.52

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	1%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

DISCOUNT	$ (453,572.27)
Subtotal C:	-453572.27

Delivery Date:	**12/2025**	**D. Total Purchase Price (A+B+C):**	1,305,192.78

Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at $100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Thirkettle Corporation dba Aqua-Metric Sales Company

Company Name

Christopher Newville

Printed Name

Manager

Title

September 22, 2025

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365530

Date Filed:
09/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aqua-Metric Sales Company
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

424-001
Provide 5,117 radios and installation of Phase 3 of Killeen's Sensus FlexNet AMI system

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Thirkettle, Chris	Riverside, CA United States	X	
Thirkettle, Lea	Riverside, CA United States	X	
Thirkettle, Tommy	Riverside, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Christopher Newville, and my date of birth is July 24, 1986.

My address is 16914 Alamo Parkway, Building 2, Selma (city), TX (state), 78154 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Guadalupe County, State of Texas, on the 22 day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

LETTER OF AGREEMENT FOR WATER METER REPLACEMENT PHASE 3

RS-25-174

October 21, 2025

Background and Findings

- On June 11, 2024, City Council approved Phase 2 of the water meter replacement program (WMRP).
- Phase 1 and 2 of the WMRP are complete, and Utility Collections is now receiving automated meter readings from the first 10,000 “smart” water meters.
- The combination of the Sensus iPERL water meters and the Sensus Flexnet AMI system is working well, and staff is confident that this combination provides the best value in meeting the city’s “smart” water metering needs

Background and Findings

- Aqua-Metric Sales Company, who provided all the components for Phases 1 and 2 of the WMRP, submitted a quote from the HGAC Buy purchasing cooperative in the amount of $1,305,192.78 to:
  - Provide 5,117 radios
  - Install and configure 4,544 iPERL residential meters, 297 larger commercial meters, 5,117 radios, and AMI software

Recommendation

- Authorize the City Manager, or designee, to execute a Letter of Agreement with Aqua-Metric Sales Company in the amount not to exceed $1,305,192.78 and furthermore, authorize the City Manager, or designee, to execute any and all contract amendments within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-25-175

Consider a memorandum/resolution approving a petition for release from the City of Killeen Extraterritorial Jurisdiction submitted by Bruce Whitis for approximately 161.33 acres out of the James H. Evitts Survey, Abstract No. 287.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Holli Clements, City Attorney**

SUBJECT: **Petition requesting release from the extraterritorial jurisdiction**

BACKGROUND AND FINDINGS:

During the 2023 Legislative Session, the Texas Legislature passed Senate Bill (S.B.) 2038, which amended Texas Local Government Code (TLGC) Chapter 42 to allow the owner(s) of property located within the extraterritorial jurisdiction (ETJ) of a municipality to petition that municipality for release from the ETJ. This amendment became effective on September 1, 2023.

On September 11, 2025, staff received a petition for release from the ETJ from Bruce Whitis, the owner of the subject property.

With the adoption of S.B. 2038, TLGC Chapter 42 now requires the municipality to release the area from the ETJ if the landowner obtains the required number of signatures on the petition. Furthermore, TLGC Sec. 42.104(d) states: "If a municipality fails to take action to release the area […] by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law."

TLGC Sec. 42.023 provides that the extraterritorial jurisdiction of a municipality may not be reduced unless the governing body of the municipality gives its written consent by ordinance or resolution.

TLGC Sec. 42.101 states that the above provisions do not apply to an area located within five miles of the boundary of a military base at which an active training program is conducted. Military base is defined as a presently functioning federally owned or operated military installation or facility. The petition includes areas both within the five-mile radius and outside of the five-mile radius of Fort Hood.

THE ALTERNATIVES CONSIDERED:

City Council has the following alternatives:

1) Approve the petition as requested; or
2) Approve the release of the portion of the requested area from the ETJ that is outside of the five-mile radius of a military base in accordance with Chapter 42 of the Texas Local Government Code.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to all applicable City policy.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

This is not applicable.

Is this a one-time or recurring revenue/expenditure?

This is not applicable.

Is this revenue/expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

This is not applicable.

RECOMMENDATION:

Staff recommends that the City Council approve the release of the portion of the requested area from the ETJ that is outside of the five-mile radius of a military base in accordance with Chapter 42 of the Texas Local Government Code.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Petition and Deed

Map - Request
Map - Official Fort Hood Boundary
Presentation

109 West 2nd Street, Suite 201
Georgetown, TX 78626
Office: 254-953-5353 Fax: 254-953-0032

City of Killeen
ATTN: Laura Calcote, City Secretary
101 N College Street
Killeen, TX 76541

Petition for release from the Extraterritorial Jurisdiction of the
City of Killeen, Bell County, TX

The attached petition serves as the official request to release 161.33 acres from the Extraterritorial Jurisdiction (ETJ) of the City of Killeen, being portions of the following two tracts:

Tract 1 - A 93.94 acre parcel, described in Document Number 2025022989 (ORBC)
Tract 2 - A 163.60 acre parcel, described in Document Number 2025022989 (ORBC)

The following documents are included with this petition.

1. Petition for release from the ETJ of the City of Killeen, Bell County, TX
2. Metes & Bounds Description of the Subject Properties
3. WBW Single Land Investment, LLC – Series 132 Corporate Resolution
4. Property Deed demonstrating ownership

We appreciate your timely review and attention to this request.

Sincerely,

Bruce Whitis
President
WBW Single Land Investment, LLC – Series 132

CONSENT TO ACTION

Bruce Whitis, being the President and sole manager of WBW Single Land Investment, LLC and each series thereof (the **"Company")** organized under the Texas Business Organizations Code, do by this writing give unanimous consent to take the following action and adopt the following resolutions :

RESOLVED, the Company is manager ruled.

RESOLVED, that Bruce Whitis, in his capacity as President of the Company, and Jane Seals, as Agent, on behalf of the Company, be and are each hereby authorized to act alone and without the joinder of each other, and with respect to each and every Series of the Company, to do the following upon such terms and conditions as they in the exercise of their judgment may deem necessary, advisable and appropriate:

> DEVELOPMENT ACTIVITIES: Execute and deliver all documents necessary and appropriate for real estate development, including public dedications, easements, covenants, conditions and restrictions (CCRs), agreements to acquire or furnish bonds or letters of credit, surveys, plats, applications for annexation, zoning, platting, subdivisions or re-subdivisions, vacations, variances, conditional use permits, planned developments, concept plans, land disturbance permits, development agreements, POD/GDP applications, stormwater documents (including drainage agreements, liability waivers, Notices of Intent (NOI), Notices of Change (NOC), and Notices of Termination (NOT)), TCEQ Core Data forms, TDLR owner agent designations, TxDOT permits, FEMA documents and floodplain development approvals, general development plans (GDP) and applications, Municipal Utility District (MUD) documents, other governmental permits or approvals, and other relative papers pertaining to the development of real estate and construction of projects. In addition, each of them is hereby authorized and directed to obtain all bids and permits, and perform such other actions as they may deem necessary in connection with such matters.

RESOLVED, that all actions taken or performed by any person authorized herein to act, and taken or performed prior to the date hereof in respect to the matters referred to in these resolutions, be and hereby are approved, ratified and confirmed in all respects.

FURTHER RESOLVED that any person, corporation, partnership, limited partnership, association, joint venture or other business entity may presume upon the validity of the acts of any person authorized herein to act, without further recourse to the Certificate of Formation or the Company Agreement, or other proceedings of this Company, and without joinder of any other member, manager, officer, partner or employee of the Company.

RESOLVED FURTHER, that the Company consents to the foregoing resolutions.

The undersigned direct that this consent be filed with the minutes of the proceedings of the Managers of the Company.

This consent is executed pursuant to the Texas Business Organizations Code, which authorizes the taking of action by the Managers by unanimous written consent without a meeting. This unanimous written consent may be executed in one or more counterparts, all of which together shall be one and the same instrument.

This consent is supplementary to and does not supersede any prior resolutions or consents that may bear on the same or a similar matter. This consent becomes effective upon execution and remains valid in perpetuity until revoked by further resolution.

Effective July 30, 2020

Bruce Whitis, President
WBW Single Land Investment, LLC
a Texas series limited liability company

STATE OF TEXAS §
§
BELL COUNTY §

This instrument was acknowledged before me on July 30, 2020, by Bruce Whitis, President of WBW Single Land Investment, LLC on behalf of said company and each series thereof.

NEELY ANNE ROPER
My Notary ID # 4001207
Expires June 25, 2024

Neely A. Roper
Notary Public for the State of Texas
My Commission Expires 06-25-2024

109 West 2nd Street, Suite 201
Georgetown, TX 78626
Office: 254-953-5353 Fax: 254-953-0032

City of Killeen
ATTN: Laura Calcote, City Secretary
101 N College Street
Killeen, TX 76541

Petition for release from the Extraterritorial Jurisdiction of the
City of Killeen, Bell County, TX

The attached petition serves as the official request to release 161.33 acres from the Extraterritorial Jurisdiction (ETJ) of the City of Killeen, being portions of the following two tracts:

Tract 1 - A 93.94 acre parcel, described in Document Number 2025022989 (ORBC)
Tract 2 - A 163.60 acre parcel, described in Document Number 2025022989 (ORBC)

The following documents are included with this petition.

1. Petition for release from the ETJ of the City of Killeen, Bell County, TX
2. Metes & Bounds Description of the Subject Properties
3. WBW Single Land Investment, LLC – Series 132 Corporate Resolution
4. Property Deed demonstrating ownership

We appreciate your timely review and attention to this request.

Sincerely,

Bruce Whitis
President
WBW Single Land Investment, LLC – Series 132

Exhibit "A"

Perimeter description of a 161.3 acre tract of land, out of the James H. Evitts Survey, Abstract No. 287 in Bell County, Texas, and being portions of those certain tracts of land described as Tract 1 (93.94 acres) and Tract 2 (163.6 acres) in a Special Warranty Deed to WBW Single Land Investment – Series 132 recorded in Document Number 2025022989 of the Official Public Records of Bell County, Texas (OPRBC), and being more particularly described by metes and bound as follows:

BEGINNING at a 1/2 inch iron rod with cap inscribed "Yalgo LLC" found in the west line of that certain tract described as 10.26 acres in a Warranty Deed to WBW Land Investments, LP recorded in Document Number 2013007082 (OPRBC), for the northeast corner of said 93.94 acre tract;

THENCE: with the west line of said 10.26 acre tract and the east line of said 93.94 acre tract the following four (4) courses:

1. S 36°15'55" E 165.60 feet to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" found,
2. S 32°56'50" E 345.51 feet to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" found,
3. S 36°15'55" E 396.53 feet to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" found,
4. S 74°25'58" E 293.77 feet to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" found for the south corner of said 10.26 acre tract, and being in the west line of that certain tract described as 43.70 acres in a Warranty Deed to WBW Land Investments, L.P., recorded in Document Number 2012027082 (OPRBC);

THENCE: with the common line of said 43.70 acre tract and said 93.94 acre tract the following two (2) courses:

1. S 36°10'48" E 183.20 feet to a 1 inch pipe found,
2. N 75°48'30" E 230.27 feet to a 1 inch iron pipe found for the called northwest corner of that certain tract described as 10.75 acres in a Warranty Deed to Olive J. Chenowith, recorded in Volume 6189, Page 418 (OPRBC)

THENCE: continuing with the east line of said 93.94 acre tract the following two (2) courses:

1. S 06°27'31" E 711.33 feet with the west line of said 10.75 acre tract to a 3/8 inch iron rod found for the called northwest corner of that certain tract described as 6.704 acres in a Warranty Deed with Vendor's Lien to Scott A. Gillman recorded in Document Number 2015013971 (OPRBC), and for an angle point in said 93.94 acre tract,
2. S 06°16'30" E 196.68 feet with the west line of said 6.704 acre tract to a 1/2 inch iron rod with cap inscribed "M & Assoc. Killeen" found for the northeast corner of that certain tract described as 10.535 acres in a General Warranty Deed with Vendor's Lien to Easter O. Timo and Cora Timo recorded in Document Number 2016017984 (OPRBC);

THENCE: with the north and west lines, in succession, of said 10.535 acre tract the following two (2) courses:

1. S 68°47'43" W 1108.67 feet to a 1/2 inch iron rod with cap inscribed "M & Assoc. Killeen" found for the northwest corner of said 10.535 acre tract and for an inter angle point of this tract,
2. S 06°18'06" E 427.00 feet to a 1/2 inch iron rod with cap inscribed "M & Assoc. Killeen" found in the north line of said 163.6 acre tract for the southwest corner of said 10.535 acre tract and an interior angle point in this tract;

THENCE: N 68°48'05" E 1109.71 feet with the common south line of said 10.535 acre tract and north line of said 163.6 acre tract to a 1/2 inch iron rod with illegible cap found in the west line of that certain tract described as 15.048 acres in a General Warranty Deed with Vendor's Lien to Barry Jay Birchard and Pamela Jean Birchard recorded in Volume 2955, Page 396 (OPRBC), for the northeast corner of said 163.6 acre tract;

THENCE: S 06°35'06" E 1464.54 feet with the east line of said 163.6 acre tract, and with the west line of said 15.048 acre tract, the west line of that certain tract described as 5.231 acres in a General Warranty Deed with Vendor's Lien to Michael Christ, et ux., recorded in Document number 2022051650 (OPRBC), and with the west line of that certain tract described as 19.783 acres in a Warranty Deed with Vendor's Lien to Robert Lewis, et ux., recorded in Document Number 2007052936 (OPRBC), said west lines in succession, to an 8 inch wood fence post found in the occupied north line of that certain tract described as 106.250 acres in an Affidavit of Heirship to Joyce S. Mayer, et al., recorded in Document Number 2016041590 (OPRBC);

THENCE: S 68°44'04" W 1011.40 feet with a fence and with the occupied common south line of said 163.6 acre tract and the north line of said 106.250 acre tract to a 1/2 inch iron rod found next to a 6 inch fence corner post in the north line of a 6.271 acre passage easement described in Document Number 2016041590 (OPRBC);

THENCE: with the south line of said 163.6 acre tract and the north line of said 6.271 acre passage easement the following six (6) courses:

1. N 75°18'59" W 13.05 feet to a fence corner post found with a 1/2 inch iron rod with cap inscribed "RPLS 2475" found affixed to said post,
2. S 69°25'48" W 332.08 feet to a 3/8 inch iron rod found,
3. S 42°15'11" W 18.97 feet to a 3/8 inch iron rod found,
4. S 68°58'10" W 441.44 feet to a fence corner post found with a 1/2 inch iron rod with cap inscribed "RPLS 2475" found affixed to said post,
5. S 67°03'19" W 131.29 feet to a 3/8 inch iron rod found,

6. S 68°43’34” W 420.71 feet to a calculated point, for reference, a 3/8 inch iron rod with cap inscribed “M & Assoc. Killeen” found for the southwest corner of that certain tract described as 174.05 acres in a Deed Without Warranty to the Veterans Land Board, recorded in Volume 4927, Page 864 (OPRBC), same being the most southerly southeast corner of the remainder of that certain tract described as Tract A-93 (214-1/2 acres) in a Judgment on Declaration of Taking No 3. to the United States of America, recorded in Volume 509, Page 164, Deed Records of Bell County, bears N 87°41’14” W 26400 feet;

THENCE: 1333.33 feet into and across said 163.6 acre tract, five miles distant from said United States of America remainder tract (Tract A-93) with a curve to the left having a radius of 26400 feet and a chord that bears N 00°51’57” E 1333.19 feet to a calculated point in the north line of said 163.6 acre tract, same being the south line of that certain remainder tract described in a Warranty Deed to J&R Reaves Home Place, LLC recorded in Document Number 2007052859 (OPRBC);

THENCE: with the common line of said 163.6 acre tract and said J&R Reaves remainder tract the following two (2) courses:

1. N 68°47’36” E 48.29 feet to a 1/2 inch iron rod with cap inscribed “RPLS 2475” found for the east corner of said J&R Reaves remainder tract, and for an interior corner of said 163.6 acre tract,

2. N 21°14’11” W 129.15 feet to a calculated point, from which said 3/8 inch iron rod with cap inscribed “M & Assoc. Killeen” found at said most southerly southeast corner of said United Stated of America remainder tract (Tract A-93) bears S 89°07’11” W 26400 feet;

THENCE: into said 163.6 acre tract, five miles distant from said United States of America tract (Tract A-93) with a curve to the left, at 57.65 feet crossing into said 93.94 acre tract and continuing along said curve for a total distance of 492.45 feet, said curve having a radius of 26400 feet and an overall chord that bears N 01°24’53” W 492.44 feet to a calculated point in a northerly line of said 93.94 acre tract and in a southerly line of that certain tract described as 163.75 acres in a Special Warranty Deed to Billy L. Curb, recorded in Volume 5982, Page 740 (OPRBC), from which an 8 inch wood fence corner post found leaning at a corner in the south line of said 163.75 acre tract bears S 68°34’46” W 168.24 feet;

THENCE: with the common line of said 163.75 acre tract and said 93.94 acre tract the following two (2) courses:

1. N 68°34’46” E 308.21 feet to a 1/2 inch iron rod with cap inscribed "CTS 4029" found for the east corner of said 163.75 acre tract and for an interior corner of said 93.94 acre tract;

2. N 21°20’35” W 929.86 feet to a calculated point, for reference said 3/8 inch iron rod with cap inscribed “M & Assoc. Killeen” found at said most southerly southeast corner of said United Stated of America remainder tract (Tract A-93) bears S 85°55’26” W 26400 feet;

THENCE: into and across said 93.94 acre tract the following two (2) courses:

1. 1126.91 feet, five miles distant from said United States of America remainder tract (Tract A-93) with a curve to the left having a radius of 26400 feet and a chord that bears N 05°17’56” W

1126.83 feet to a calculated point of compound curvature; for reference, another 3/8 inch iron rod with cap inscribed “M & Assoc. Killeen” found for the north corner of said 174.05 acre tract, same being the most easterly corner of the remainder of that certain tract described as Tract A-91 (Second Parcel - 200 acres) in said Judgment on Declaration of Taking No 3. to the United States of America, recorded in Volume 509, Page 164, Deed Records of Bell County, bears N 85°02’45” W 26400 feet,

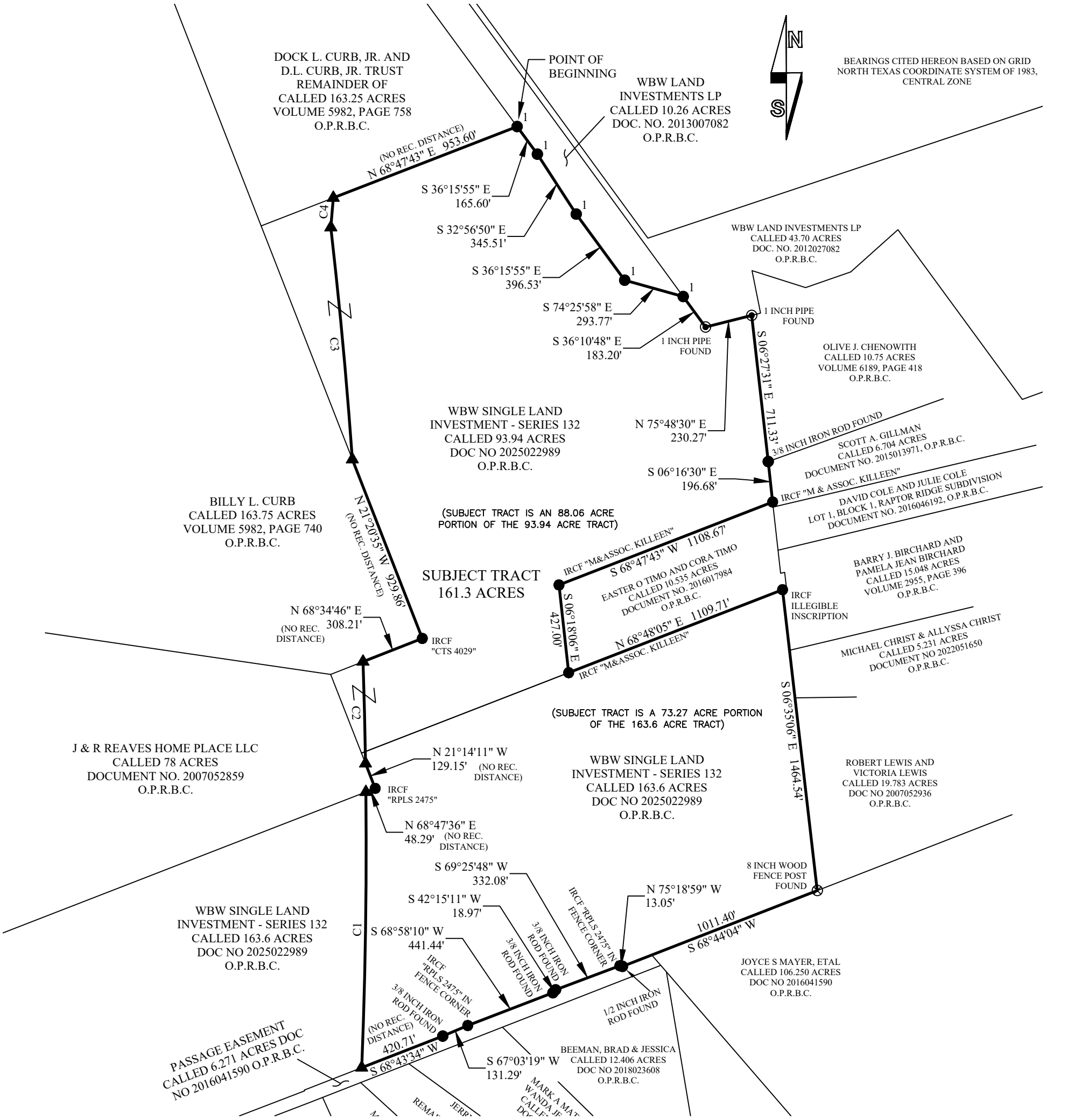
2. 143.03 feet, five miles distant from said United States of America remainder tract (Tract A-91) with a curve to the left having a radius of 26400 feet and a chord that bears N 04°47’57” E 143.03 feet to a calculated point in the north line of said 93.94 acre tract;

THENCE: N 68°47’43” E 953.60 feet with the north line of said 93.94 acre tract to the POINT OF BEGINNING, and containing 161.3 acres of land, more or less, in Bell County, Texas.

Note: This document was prepared under 22 Texas Administrative Code §138.95 and does not reflect the results of an on the ground survey. It is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

Bearings cited hereon are based on Grid North of the Texas Coordinate System of 1983, Central Zone (4203) as computed from GPS vectors. Distances cited hereon are expressed in U.S. Survey Feet as measured along the Grid for the Texas Coordinate System of 1983, Central Zone, (4203). Using a project combined scale factor CSF=0.99985104. Surface distance = grid distance/0.99985104. This perimeter description is a part of and accompanies a sketch of this survey.

EXHIBIT "A"



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	1333.33'	26400'	N 00°51'57" E	1333.19'	002°53'37"
C2	492.45'	26400'	N 01°24'53" W	492.44'	001°04'08"
C3	1126.91'	26400'	N 05°17'56" W	1126.83'	002°26'45"
C4	143.03'	26400'	N 04°47'57" E	143.03'	000°18'37"

500 0 500 1000

Scale: 1" = 500'

▲ CALCULATED POINT
1 IRON ROD WITH CAP FOUND "YALGO LLC"
IRCF IRON ROD WITH CAP FOUND (INSCRIPTION IN QUOTATIONS)
O.P.R.B.C. OFFICIAL PUBLIC RECORDS BELL COUNTY
D.R.B.C. DEED RECORDS BELL COUNTY

BEARINGS AND DISTANCES ARE RECORD ALONG THE COMMON BOUNDARY WITH THE 93.94 ACRE TRACT AND 163.6 ACRE TRACT UNLESS OTHERWISE NOTED.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. IT IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

(PERIMETER DESCRIPTION ATTACHED)

SKETCH TO ACCOMPANY FIELD NOTES FOR
161.3 ACRES
OUT OF THE
JAMES H. EVITTS SURVEY, ABSTRACT NO. 287
BELL COUNTY, TEXAS

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering
Firm # F-24040

Texas Registered
Surveying Firm # 10194797

DOC #2025022989
Pages 11

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF BELL §

SPECIAL WARRANTY DEED

Date: April 28, 2025

Grantor(s): NMW Investments, LLC, a Texas limited liability company

Grantor's Mailing Address: 109 W. 2nd Street, Suite 201
Georgetown, Texas 78626

Grantee(s): WBW Single Land Investment – Series 132, a separate series of a Texas series limited liability company

Grantee's Mailing Address: 109 W. 2nd Street, Suite 201
Georgetown, Texas 78626

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

Tract 1: A 93.94 acre tract of land, out of the James H. Evitts Survey, Abstract No. 287 in Bell County, Texas, and being a portion of that certain tract described as 163.25 acres in a Special Warranty Deed to Dock L. Curb, Jr., et al., recorded in Volume 5982, Page 758 of the Official Public Records of Bell County, Texas (OPRBC) and being more particularly described by metes and bound in Exhibit "A-1."

Tract 2: A 163.6 acre tract of land, out of the James H. Evitts Survey, Abstract No. 287 in Bell County, Texas, and being that same tract described as 163.75 acres in a Special Warranty Deed to Winfred L. Curb recorded in Volume 5982, Page 750 of the Official Public Records of Bell County, Texas (OPRBC), and being more particularly described by metes and bound in Exhibit "A-2."

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: See Exhibit "B-1" for Tract 1. And See Exhibit "B-2" for Tract 2.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and

singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OTHER THAN THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS DEED, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS, WHERE IS, AND WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR.

When the context requires, singular nouns and pronouns include the plural.

[*the remainder of this page is intentionally blank, signature page to follow*]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, this Special Warranty Deed is executed to be effective as of the date first above written.

GRANTOR:

NMW Investments, LLC, a Texas limited liability company

N.M.W Investments, LLC
By: Nancy Whitis

State of Texas §
County of Bell §

SUBSCRIBED AND SWORN TO before me on April 28, 2025 by Nancy Whitis, Manager of NMW Investments, LLC in the capacity stated herein.

Notary Public, State of Texas

Neely Anne Roper
My Commission Expires
6/25/2028
Notary ID 4001207

NMW Investments, LLC
109 W. 2nd Street, Suite 201
Georgetown, Texas 78626
(254) 953-5353
tparks@wbdevelopment.com

Dock L. Curb Property
93.94 Acres
Perimeter Description

James H. Evitts Survey
Abstract No. 287

Exhibit "A-1"

Perimeter description of a 93.94 acre tract of land, out of the James H. Evitts Survey, Abstract No. 287 in Bell County, Texas, and being a portion of that certain tract described as 163.25 acres in a Special Warranty Deed to Dock L. Curb, Jr., et al., recorded in Volume 5982, Page 758 of the Official Public Records of Bell County, Texas (OPRBC) and being more particularly described by metes and bound as follows:

BEGINNING at a 1 inch iron pipe found at a cedar fence corner post for the most westerly southwest corner of that certain tract described as 43.70 acres in a Warranty Deed to WBW Land Investments, L.P., recorded as Document Number 2012027082 (OPRBC), and for an interior angle point of said 163.25 acre tract and this tract;

THENCE: N 75°48'30" E 230.27 feet (Record: N 75°49'02" E 230.21' – R1) with the common line of said 163.25 acre tract and said 43.70 acre tract to a 1 inch iron pipe found for the called northwest corner of that certain tract described as 10.75 acres in a Warranty Deed to Olive J. Chenowith, recorded in Volume 6189, Page 418 (OPRBC), and for an angle point in said 163.25 acre tract and this tract;

THENCE: S 06°27'31" E 711.33 feet (Record: N 06°27'30" E 711.44' – R1) with the common east line of said 163.25 acre tract and the west line of said 10.75 acre tract to a 3/8 inch rebar found for the called northwest corner of that certain tract described as 6.704 acres in a Warranty Deed with Vendor's Lien to Scott A. Gillman recorded as Document Number 2015013971 (OPRBC), for an angle point in said 163.25 acre tract and this tract;

THENCE: S 06°16'30" E 196.68 feet (Record: N 06°17'51" E 430.91' Overall – R1) with the common east line of said 163.25 acre tract and the west line of said 6.704 acre tract to a 1/2 inch rebar with cap inscribed "M & Assoc. Killeen" found for the northeast corner of that certain tract described as 10.535 acres in a General Warranty Deed with Vendor's Lien to Easter O. Timo and Cora Timo recorded as Document Number 2016017984 (OPRBC), and for the southeast corner of this tract;

THENCE: with the north and west lines, in succession, of said 10.535 acre tract the following two (2) courses:

1. S 68°47'43" W 1108.67 feet (Record: N 68°45'33" E 1108.57' – R2) to an 1/2 inch rebar with cap inscribed "M & Assoc. Killeen" found for the northwest corner of said 10.535 acre tract,
2. S 06°18'06" E 427.00 feet (Record: N 05°16'09" W 426.42' -R2) to an 1/2 inch rebar with cap inscribed "M & Assoc. Killeen" found in the north line of that certain tract described as 163.75 acres in a Special Warranty Deed to Winfred L. Curb recorded in Volume 5982, Page 750 (OPRBC), for the southwest corner of said 10.535 acre tract, and an angle point in this tract;

THENCE: S 68°48'05" W 1075.20 feet (Record: S 68°48'48" W 2185.86' Overall -R1) with the common line of said 163.75 acre tract and said 163.25 acre tract to a 1/2 inch rebar with illegible cap found in the east line of the remainder tract as described in a Warranty Deed to J&R Reaves Home Place, LLC recorded in Document Number 2007052859 (OPRBC), for the southwest corner of said 163.25 acre tract and this tract;

Dock L. Curb Property
93.94 Acres
Perimeter Description

James H. Evitts Survey
Abstract No. 287

THENCE: N 21°24'45" W 408.64 feet (Record: N 21°20'51" W 410.35' - R1) with the east line of said J&R Reaves Home Place remainder tract and a west line of said 163.25 acre tract to the base of a leaning 8 inch wood fence post found in the south line of that certain tract described as 163.75 acres in a Special Warranty Deed to Billy L. Curb recorded in Volume 5982, Page 740 (OPRBC), for an angle point in said 163.25 acre tract and this tract;

THENCE: with the common line of said 163.75 acre tract (5982/740) and said 163.25 acre tract the following two (2) courses:

1. N 68°34'46" E 476.45 feet (Record: N 68°47'48" W 476.94' - R1) to a 1/2 inch rebar with cap inscribed "CTS 4029" found buried next to a fence corner post for an interior angle of this tract,
2. N 21°20'35" W 2142.10 feet (Record: N 21°20'51" W 3910.21' Overall -R1) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set for the northwest corner of this tract, for reference, a mag nail found in the center of Chaparral road for the northwest corner of said 163.75 acre tract (5982/740) bears N 21°20'35" W 1767.32 feet and S 69°16'37" W 1920.96 feet;

THENCE: N 68°47'43" E 1328.05 feet into and across said 163.25 acre tract to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set in the west line of that certain tract described as 10.26 acres in a Warranty Deed to WBW Land Investments, LP recorded as Document Number 2013007082 (OPRBC), for reference a 1 inch pipe found in the east line of said 10.26 acre tract bears N 25°39'25" W 893.79 feet;

THENCE: with the west of said 10.26 acre tract the following four (4) courses:

1. S 36°15'55" E 165.60 feet (Record: N 36°15'55" W 1011.56' Overall - R3) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
2. S 32°56'50" E 345.51 feet (Record: N 32°56'50" W 345.56' – R3) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
3. S 36°15'55" E 396.53 feet (Record: N 36°15'55" W 396.59' – R3) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
4. S 74°25'58" E 293.77 feet (Record: N 74°25'58" W 293.81' – R3) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set for the south corner of said 10.26 acre tract and being in the west line of said 43.70 acre tract and in the east line of said 163.25 acre tract; for reference a 1 inch iron pipe found in the east line of said 10.26 acre tract bears N 36°10'48" W 2016.54 feet;

Dock L. Curb Property
93.94 Acres
Perimeter Description

James H. Evitts Survey
Abstract No. 287

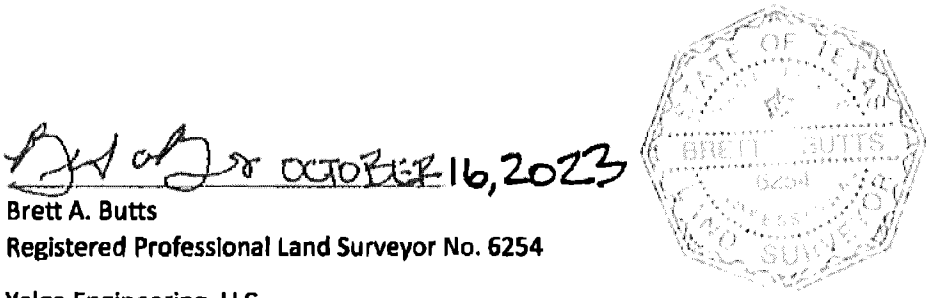
THENCE: S 36°10'48" E 183.20 feet (Record: S 36°10'49" E 2200.16' Overall – R3) with the common line of said 43.70 acre tract and said 163.25 acre tract to the **POINT OF BEGINNING**, and containing 93.94 acres of land, more or less, in Bell County, Texas. Bearings cited hereon are based on Grid North of the Texas Coordinate System of 1983, Central Zone (4203) as computed from GPS vectors. Surveyed distances cited hereon are expressed in U.S. Survey Feet as measured along the Grid for the Texas Coordinate System of 1983, Central Zone, (4203). Record distances are expressed in US Survey Feet as measaured horizontally along the surface of the earth.

R1 - Denotes record Information per Volume 5982, Page 758, OPRBC

R2 - Denotes record information per Document Number 2016017984, OPRBC

R3 - Denotes record information per Document Number 2013007082, OPRBC

Project combined scale factor CSF=0.99985104. Surface distance = grid distance/0.99985104. Surveyed under the direction and supervision of the undersigned:



OCTOBER 16, 2023

Brett A. Butts
Registered Professional Land Surveyor No. 6254

Yalgo Engineering, LLC
109 W 2nd St., Suite 201
Georgetown, Texas 78626TBPELS Firm No. 10194797

WINFRED CURB PROPERTY
163.6 Acres
Perimeter Description

James H. Evitts Survey
Abstract No. 287

Exhibit "A-2"

Perimeter description of a 163.6 acre tract of land, out of the James H. Evitts Survey, Abstract No. 287 in Bell County, Texas, and being that same tract described as 163.75 acres in a Special Warranty Deed to Winfred L. Curb recorded in Volume 5982, Page 750 of the Official Public Records of Bell County, Texas (OPRBC), and being more particularly described by metes and bound as follows:

BEGINNING at a 1/2 inch iron rod with cap inscribed "CTS 4209" found in the east margin of E. Trimmier Road for the northwest corner of a 6.271 acre passage easement described in Document Number 2016041590 (OPRBC), and for the southwest corner of said 163.75 acre tract and this tract;

THENCE: with the common east margin of E. Trimmier Road and west line of said 163.75 acre tract the following two (2) courses:

1. N 25°58'50" W 703.53 feet to a 1-1/2 inch pipe found,
2. N 20°49'54" W 528.82 feet to an 8 inch fence corner post found at the southwest corner of the remainder tract as described in a Warranty Deed to J&R Reaves Home Place, LLC recorded in Document Number 2007052859 (OPRBC), and for the northwest corner of said 163.75 acre tract and this tract;

THENCE: with the north line of said 163.75 acre tract the following three (3) courses:

1. N 68°47'36" E 3492.48 feet to a 1/2 inch iron rod with cap inscribed "RPLS 2475" found,
2. N 21°14'11" W 183.23 feet to a 1/2 inch iron rod with illegible cap found at the southwest corner of that certain tract described as 163.25 acres in a Special Warranty Deed to Dock L. Curb, Jr, et al., recorded in Volume 5982, page 758 (OPRBC),
3. N 68°48'05" E with the south line of said 163.25 acre tract, at 1075.22 feet passing a 1/2 inch iron rod with cap inscribed "M&ASSOC. Killeen" found for the southwest corner of that certain tract described as 10.535 acres in a General Warranty with Vendor's Lien to Easter O. Timo and Cora Timo recorded in Document Number 2016017984 (OPRBC), and continuing with said 10.535 acre tract south line, for an overall distance of 2184.91 feet to a 1/2 inch iron rod with illegible cap found in the west line of that certain tract described as 15.048 acres in a General Warranty Deed with Vendor's Lien to Barry Jay Birchard and Pamela Jean Birchard recorded in Volume 2955, Page 396 (OPRBC), for the called northeast corner of said 163.75 acre tract and the northeast corner of this tract;

THENCE: S 06°35'06" E 1464.54 feet with the east line of said 163.75 acre tract to an 8 inch wood fence post found in the occupied north line of that certain tract described as 106.250 acres in an Affidavit of Heirship to Joyce S. Mayer, et al., recorded in Document Number 2016041590 (OPRBC);

THENCE: S 68°44'04" W 1011.40 feet with a fence and with the occupied common south line of said 163.75 acre tract and the north line of said 106.250 acre tract to a 1/2 inch iron rod found next to a 6 inch fence corner post, and being in the north line of said 6.271 acre passage easement;

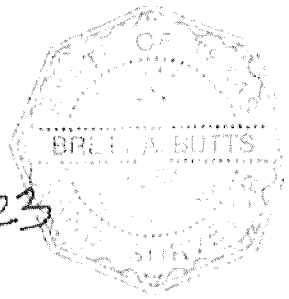
WINFRED CURB PROPERTY
163.6 Acres
Perimeter Description

James H. Evitts Survey
Abstract No. 287

THENCE: with the south line of said 163.75 acre tract and the north line of said 6.271 acre passage easement the following nine (9) courses:

1. N 75°18'59" W 13.05 feet to a fence corner post found with a 1/2 inch iron rod with cap inscribed "RPLS 2475" found affixed to said post,
2. S 69°25'48" W 332.08 feet to a 3/8 inch iron rod found,
3. S 42°15'11" W 18.97 feet to a 3/8 inch iron rod found,
4. S 68°58'10" W 441.44 feet to a fence corner post found with a 1/2 inch iron rod with cap inscribed "RPLS 2475" found affixed to said post,
5. S 67°03'19" W 131.29 feet to a 3/8 inch iron rod found,
6. S 68°43'34" W 718.44 feet to a 2 inch iron pipe fence corner post found,
7. S 14°55'44" E 4.28 feet to a 2 inch iron pipe fence corner post found,
8. S 68°58'58" W 1966.45 feet to a 1/2 inch iron rod found,
9. S 69°07'53" W 623.48 feet to the **POINT OF BEGINNING**, and containing 163.6 acres of land in Bell County, Texas.

Bearings cited hereon are based on Grid North of the Texas Coordinate System of 1983 (Central Zone) as computed from GPS vectors. Distances cited hereon are expressed in U.S. Survey Feet as measured along the Grid for the Texas Coordinate System of 1983 (Central Zone). Project combined scale factor CSF=0.99985104. Surface distance = grid distance/0.99985104. This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:



OCTOBER 13, 2023

Brett A. Butts
Registered Professional Land Surveyor No. 6254

Yalgo Engineering, LLC
109 W 2nd St., Suite 201
Georgetown, Texas 78626
TBPELS Firm No. 10194797

Exhibit B-1

Permitted Exceptions [Tract 1]

Standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled-in lands or artificial islands, (4) water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area; and, to the extent that they validly exist, the following matters of public record:

1. An easement granted to West Bell County Water Supply Corporation, by instrument recorded under Volume 1167, Page 363 of the Deed Records of Bell County, Texas.

2. An easement granted to Kirk Walters and Patricia Walters, by instrument recorded under Volume 7621, Page 756 of the Official Public Records of Bell County, Texas.

3. An easement granted to WBW Land Investments, LP, by instrument recorded under Volume 8462, Page 421 of the Official Public Records of Bell County, Texas.

Exhibit B-2

Permitted Exceptions [Tract 2]

Standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled in lands or artificial islands, (4) water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area; and, to the extent that they validly exist, the following matters of public record:

1. An electric utility easement granted Bartlett Electric Cooperative, Inc., as set forth and defined by instrument recorded in Volume 2319, Page 400, of the Deed Records of Bell County, Texas, and as reflected by instrument recorded under Clerk's File No. 1994-00027265 (Volume 3192, Page 125), of the Official Public Records of Bell County, Texas.

2. An electric utility easement granted Bartlett Electric Cooperative, Inc., as set forth and defined by instrument recorded under Clerk's File No. 1997-00018716 (Volume 3641, Page 173), of the Official Public Records of Bell County, Texas.

3. An electric utility easement granted Bartlett Electric Cooperative, Inc., as set forth and defined by instrument recorded under Clerk's File No. 2008-00008493 (Volume 6746, Page 482), of the Official Public Records of Bell County, Texas

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2025022989
As
DEED

Recorded On: May 13, 2025
Parties: NMW INVESTMENTS LLC **Billable Pages:** 10
To WBW SINGLE LAND INVESTMENT - SERIES 132 **Number of Pages:** 11
Comment:

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	$5.00
RECORDING:	$41.00
Total Fees:	$46.00

************ DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT ************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2025022989
Receipt Number: 463851
Recorded Date/Time: 05/13/2025 3:54:10 PM
User / Station: fosterk - BCCCD0735

Record and Return To:

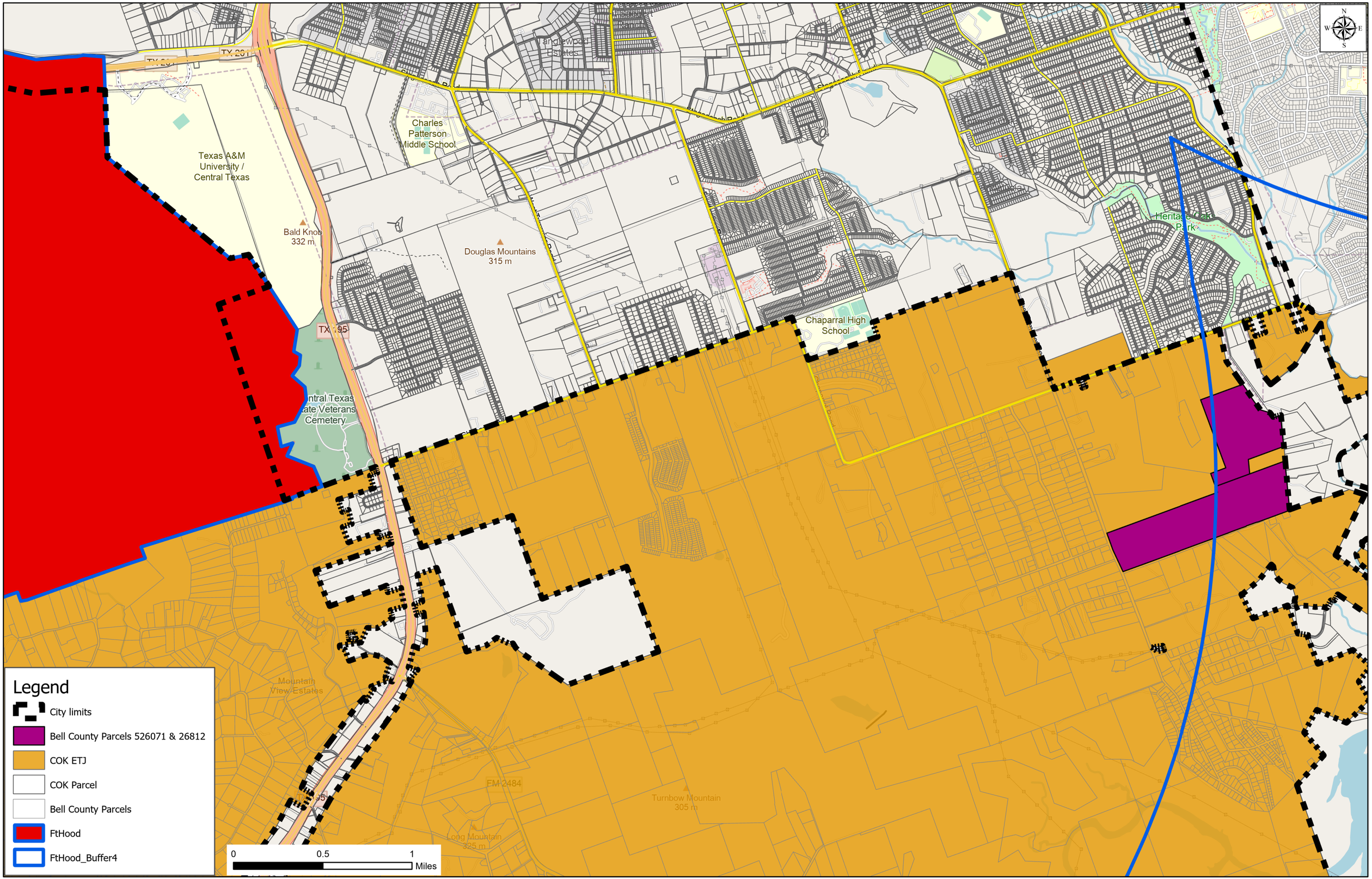
WBW Development Group
109 W 2ND ST STE 201
GEORGETOWN, TX 78626-2927

THE STATE OF TEXAS * BELL COUNTY *

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

Shelley Coston


Texas A&M University / Central Texas
Charles Patterson Middle School
Bald Knob 332 m
Douglas Mountains 315 m
Chaparral High School
Heritage Park
Central Texas State Veterans Cemetery
Mountain View Estates
Turnbow Mountain 305 m
Long Mountain 325 m
TX-201
TX-195
FM 2484
Legend
City limits
Bell County Parcels 526071 & 26812
COK ETJ
COK Parcel
Bell County Parcels
FtHood
FtHood_Buffer4
0
0.5
1
Miles
N
W
E
S

Texas A&M University / Central Texas
Charles Patterson Middle School
Bald Knob 332 m
Douglas Mountains 315 m
Tanglewood Estates
Chaparral High School
Heritage Park
FM 2410
FM 3481
TX-195
Central Texas State Veterans Cemetery
Turnbow Mountain

N
W
E
S

Legend

- City limits
- Fort Hood 5 Mile Buffer
- Bell County Parcels 526071 & 26812
- COK ETJ
- COK Parcel
- Bell County Parcels
- Fort Hood

0 0.5 1 Miles

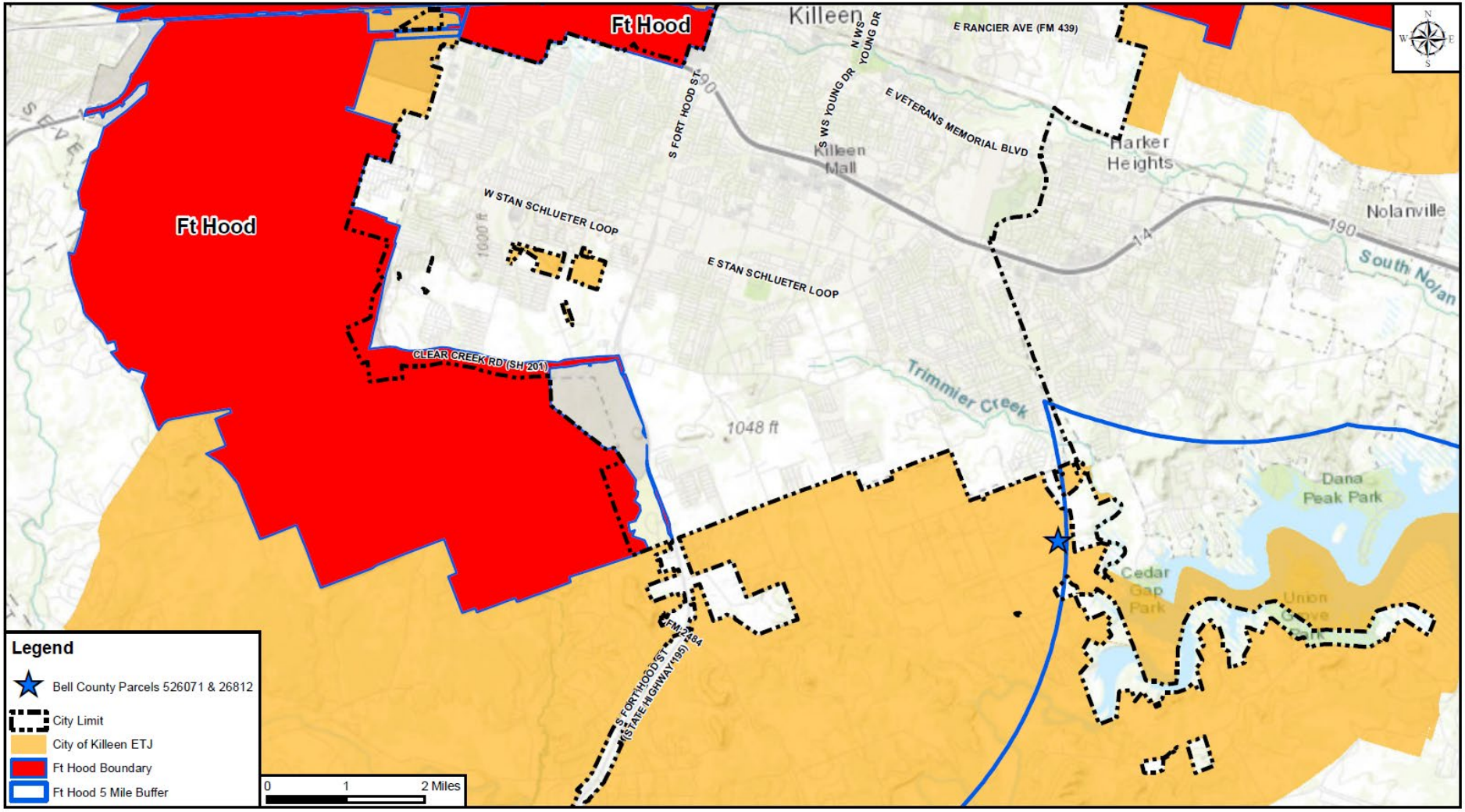
PETITION FOR RELEASE FROM CITY OF KILLEEN ETJ

RS-25-175

October 21, 2025

Background

- On September 26, 2025, staff received a petition for release from the ETJ from WBW Development for portions of two parcels located in the ETJ (Parcel IDs #526071 and 26812).
- The subject properties are generally located south of Chaparral Road and east of East Trimmier Road.


Ft Hood
Ft Hood
Killeen
E RANCIER AVE (FM 439)
N WS YOUNG DR
S WS YOUNG DR
S FORT HOOD ST
E VETERANS MEMORIAL BLVD
Killeen Mall
Harker Heights
Nolanville
W STAN SCHLUETER LOOP
E STAN SCHLUETER LOOP
1600 ft
CLEAR CREEK RD (SH 201)
Trimmier Creek
1048 ft
South Nolan
Dana Peak Park
Cedar Gap Park
Union Grove
FM 3481
S FORT HOOD ST (STATE HIGHWAY 195)
Legend
Bell County Parcels 526071 & 26812
City Limit
City of Killeen ETJ
Ft Hood Boundary
Ft Hood 5 Mile Buffer
0
1
2 Miles

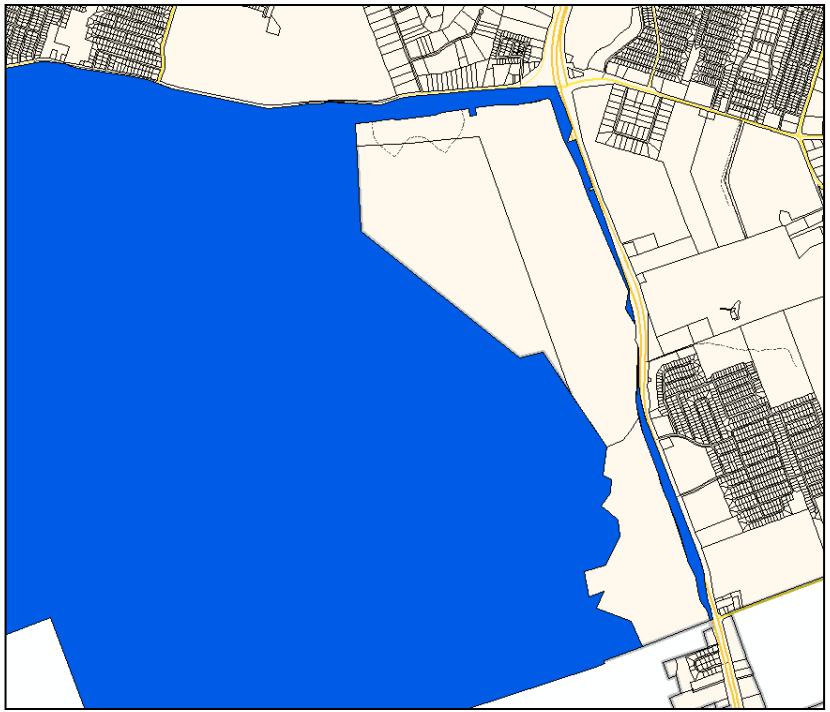
Background

- Texas Local Government Code Sec. 42.104(d) states: "If a municipality fails to take action to release the area [...] by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

Background

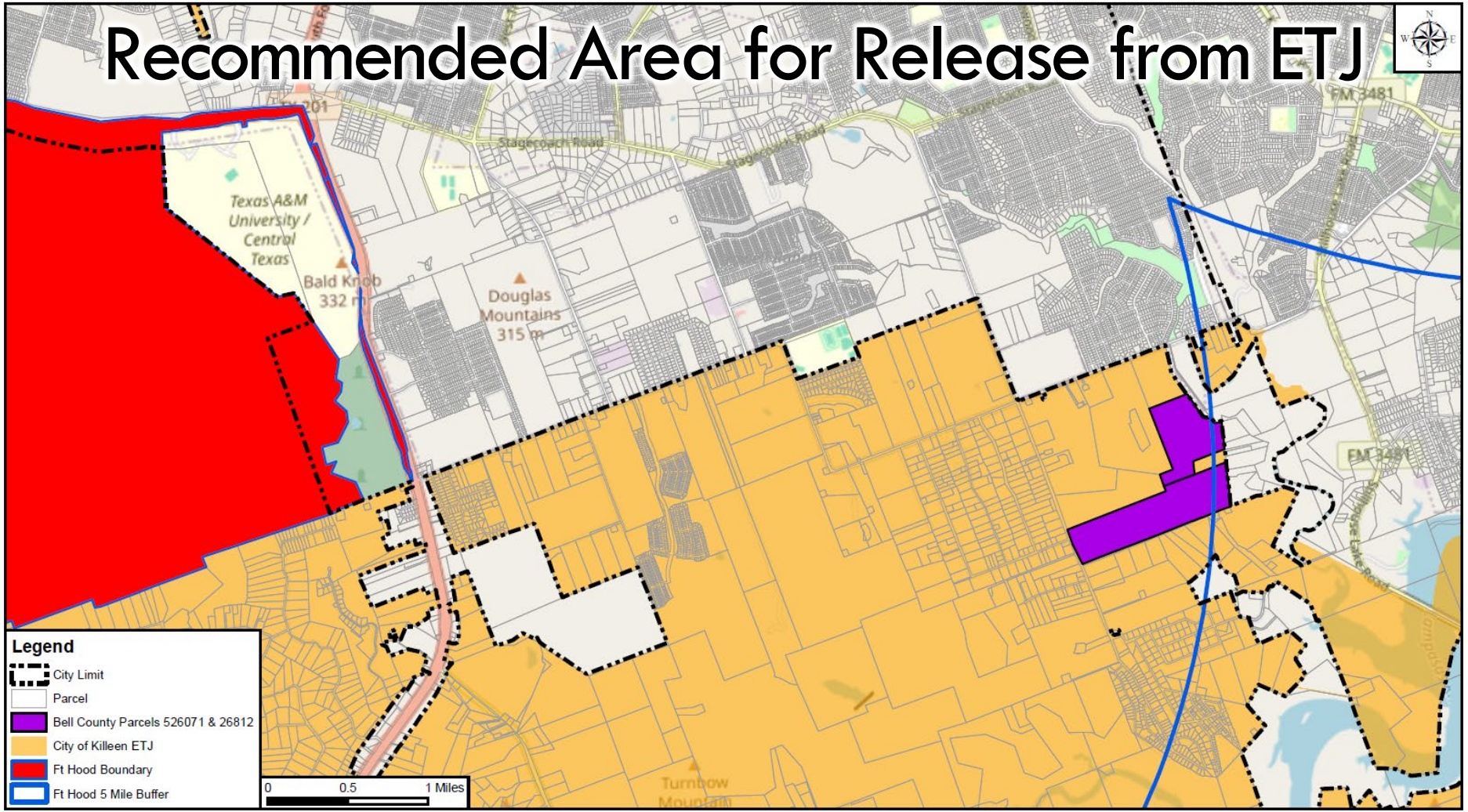
- However, Texas Local Government Code Sec. 42.101(1) also states: "This subchapter does not apply to an area located within five miles of the boundary of a military base, as defined by Sec. 43.0117, at which an active training program is conducted."
- Per Texas Local Government Code Sec. 43.0117(a), "military base" means "a presently functioning federally owned or operated military installation or facility."

Fort Hood Official Boundary

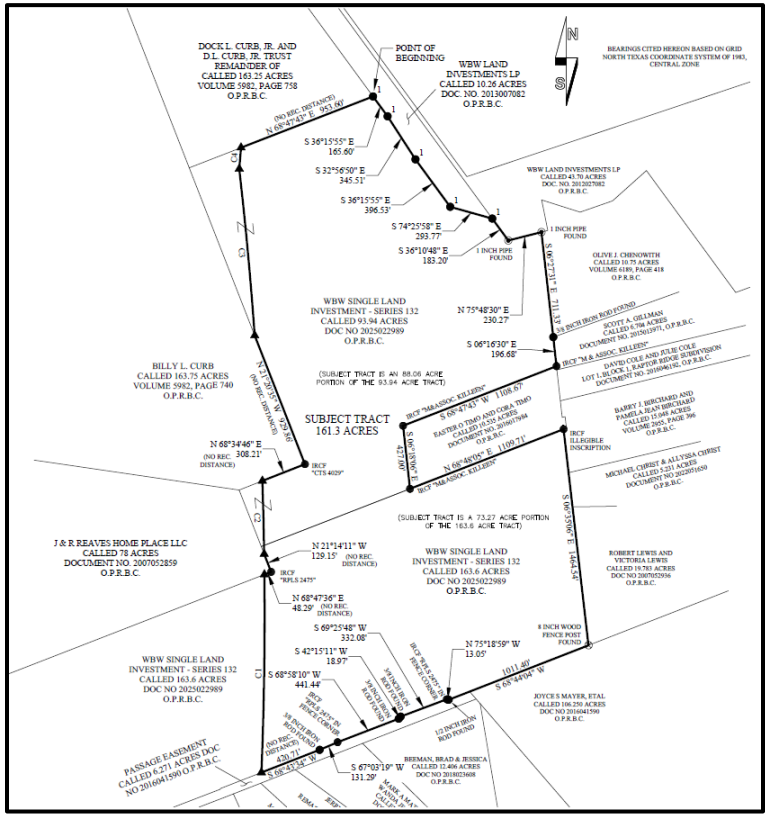


- According to Fort Hood, the official boundary of the military base includes portions of the right-of-way along S.H. 201 (Clear Creek Road) and S.H. 195 (South Fort Hood Street).

Recommended Area for Release from ETJ

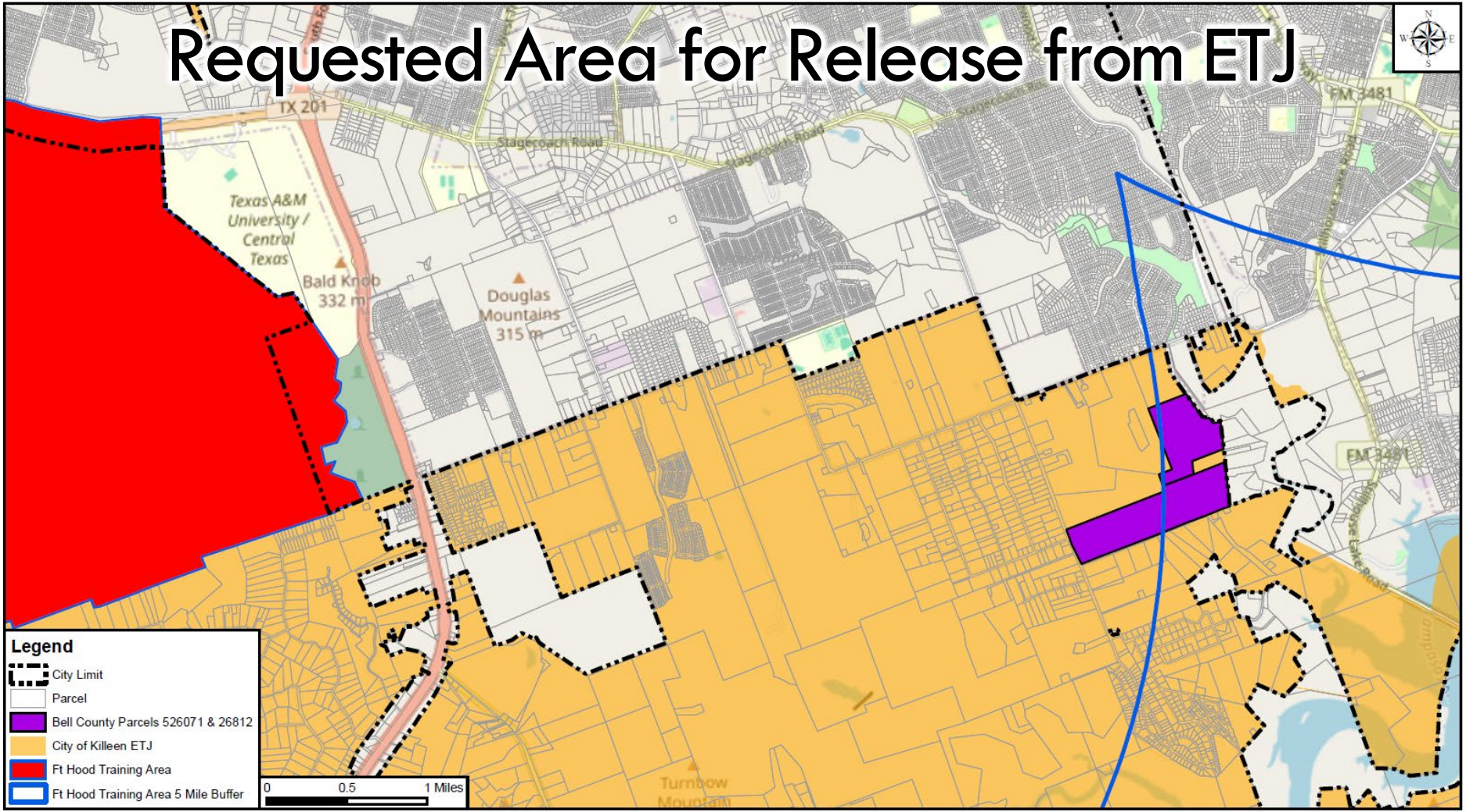


Request for Release from the ETJ



- The applicant has submitted a request to release from the ETJ those portions of their property that are located more than 5-miles from the western edge of the Texas State Veterans Cemetery.

Requested Area for Release from ETJ

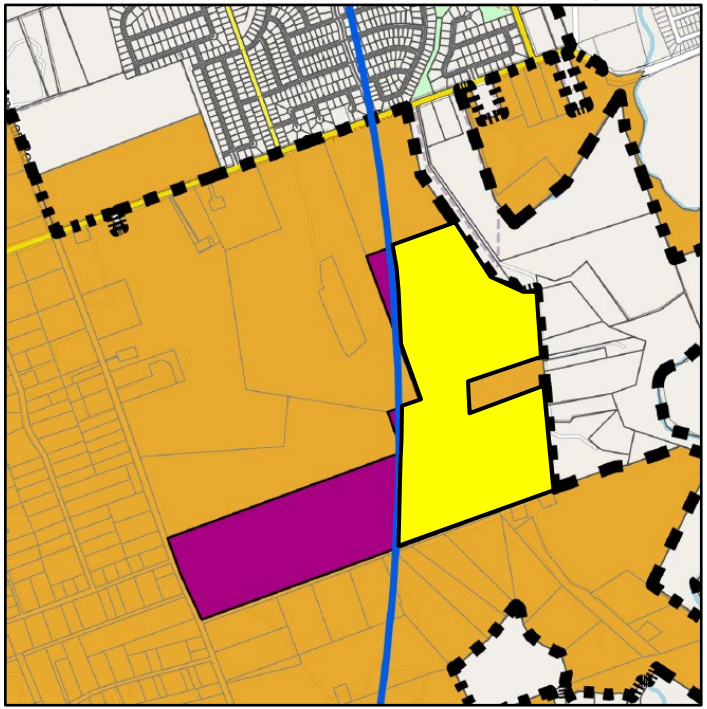


Recommendation

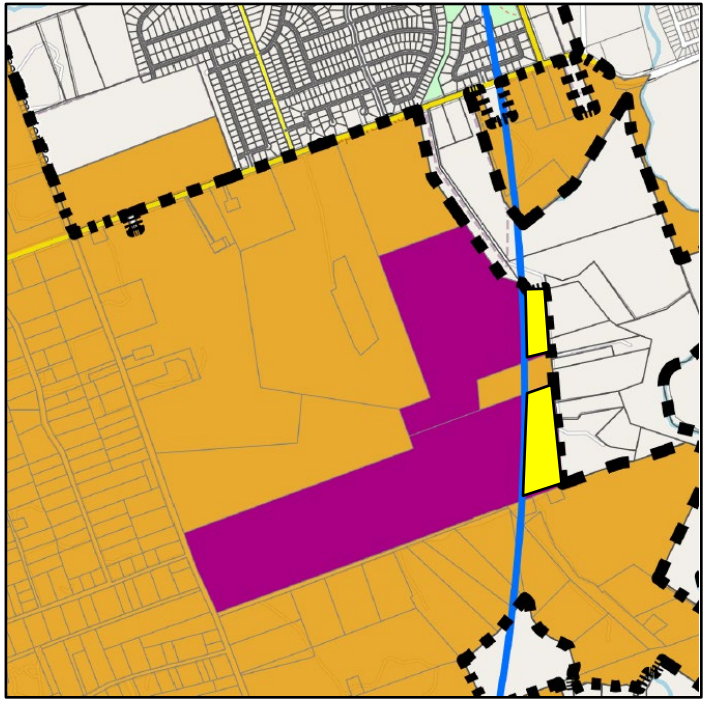
- Staff recommends that the City Council release from the ETJ those portions of the property that are not within five (5) miles of the official boundary of Fort Hood.

Recommendation

Requested Area
for Release from ETJ



Recommended Area
for Release from ETJ



City of Killeen

Staff Report

File Number: PH-25-061

Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services, on behalf of Linda L. Cosper, **(Case# Z25-27)** to rezone approximately 0.23 acres out of the E. Lasere Survey, Abstract No. 528 (also known as Lots 6-8 and part of Lot 5 out of the Llewelyn Estates #3 unrecorded subdivision) from "B-5" (Business District) to "R-1" (Single-Family Residential District). The subject property is locally addressed as 4100 South WS Young Drive, Killeen, Texas.

DATE: **October 21, 2025**

TO: **Kent Cagle, City Manager**

FROM: **Wallis Meshier, Exec. Dir. Of Dev. Serv.**

SUBJECT: **Zoning Case # Z25-27: "B-5" to "R-1"**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Linda L. Cosper
Agent: Central Texas Land Development Services
Current Zoning: "B-5" (Business District)
Proposed Zoning: "R-1" (Single-Family Residential District)
FLUM Designation: 'Neighborhood Commercial' (NC)
Growth Sector Designation: 'Intended Growth'

Summary of Request:

Central Texas Land Development Services has submitted a request to rezone approximately 0.23 acre from "B-5" (Business District) to "R-1" (Single-Family Residential District). The subject property is currently in the process of being replatted in order to enlarge the existing single-family lot at 4203 Onion Road. The intent of this request is to rezone the rear portion of the replatted lot to conform with the single-family residential use of the property.

Zoning/Plat Case History:

The subject property was annexed into the City limits in December 1986, via Ordinance No. 86-87, and subsequently zoned "A" (Agricultural District). The properties were rezoned from "A" (Agricultural District) to "B-5" (Business District) in 1994, via Ordinance No. 94-04. Lot 2, Block 1, Braedon Creek Addition Second Extension, is currently being replatted to include the area that is

being rezoned.

Character of the Area:

North: Undeveloped property zoned "B-5" (Business District)
South: Developed property zoned "B-5" (Business District)
East: Developed property zoned "R-1" (Single-Family Residential District)
West: Undeveloped property directly abutting the property zoned "B-5" (Business District) and "R-1" (Single-Family Residential District) on the west side of S. W.S. Young.

Future Land Use Map Analysis:

This property is located within the 'Intended Growth' area on the Growth Sector Map and designated as 'Neighborhood Commercial' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The 'Intended Growth' sector includes property that is in close proximity to existing development and has access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

The 'Neighborhood Commercial' place type is a predominantly commercial extension of a traditional neighborhood. These places generally grow along with a neighborhood and need to be allowed to change over time to intensify as its surrounding neighborhood does. These are placed along a corridor of some kind, often a higher traffic roadway that serves as the edge of a neighborhood. These areas bridge pedestrian and auto-oriented development patterns. Street parking and continuous building frontages are very important here as it creates a pleasant experience for people who traverse the area on foot. Shared parking should be encouraged. High intensity small lot residential is acceptable within this place type. This place type encourages one hundred percent (100%) nonresidential and twenty-five percent (25%) residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

- **NH3** - Diversify housing mix.

Staff finds that the applicant's request for "R-1" (Single-Family Residential District) aligns with the recommendations of the Killeen 2040 Comprehensive Plan.

Development Zone Analysis:

This property is located within the City of Killeen Development Zone #6. This development zone is between Stagecoach Road and Central Texas Expressway, east of Fort Hood Street. This development zone consists of 65.76% residential uses and 34.24% commercial uses.

The current land use mix within this area comprises the following acreages and percentages, approximately:

District	Acres	Percentage
Special Districts	150.77	3.52%

Residential	2666.93	62.25%
Industrial	102.99	2.40%
Commercial	1312.54	30.63%
Agricultural	51.34	1.20%
Totals	**4284.56**	**100.00%**
Vacant Land	1175.75	27.44%

Water, Sewer and Drainage Services:

Provider: City of Killeen
Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject tracts.

Water services are available for the property via an existing 12" water transmission main located on the east side of Onion Road.

Wastewater services are available for the property via an existing 6" wastewater main located on the west side of Onion Road.

No storm sewer facilities are located adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via Onion Road (60' ROW), which is classified as a Local Road in the currently adopted Comprehensive Plan.

Traffic Impact Analysis Summary:

The current zoning classification for the property located at 4100 WS Young Drive, which is zoned "B-5" (Business District), is currently undeveloped and generates no appreciable traffic.

The proposed zoning classification for the property and a small portion of an adjacent property is "R-1" (Single-Family Residential District) with no proposed change to the existing use. Based on the information contained in the 10th Edition of the ITE Trip Generation documents and the anticipated proposed use of the property, approximately 30 Average Daily Trips will be generated by the tract.

An individual traffic impact analysis is not required at this time. If the conditions or assumptions used in the development of the current Traffic Impact are changed, a change in determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails on the properties. Parkland dedication, fees in-lieu-of parkland dedication, and parkland development fees will not be required, as this request involves existing

lots, and the proposed use would not increase residential density.

Environmental Assessment:

The property is located in the Nolan Creek / Leon River Watershed, in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

The property is not impacted by wetland areas according to the National Wetlands Inventory Map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified property owners of thirty-four (34) surrounding properties regarding this request. As of the date of this staff report, no responses have been received regarding this request.

Staff Findings:

The property is undeveloped, but there is an existing single-family residential structure abutting the property; the property where the home is located is appropriately zoned for residential use. The proposed lot expansion into the adjacent parcel is a logical and practical step to improve lot size, enhance usability, and support long-term residential viability.

Expanding the lot into the adjacent parcel represents a logical and practical step toward improving lot size, enhancing usability, and supporting the long-term viability of these residential properties.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line item for this expenditure?

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's amended request to rezone the subject property from "B-5" (Business District) to "R-1" (Single-Family Residential District).

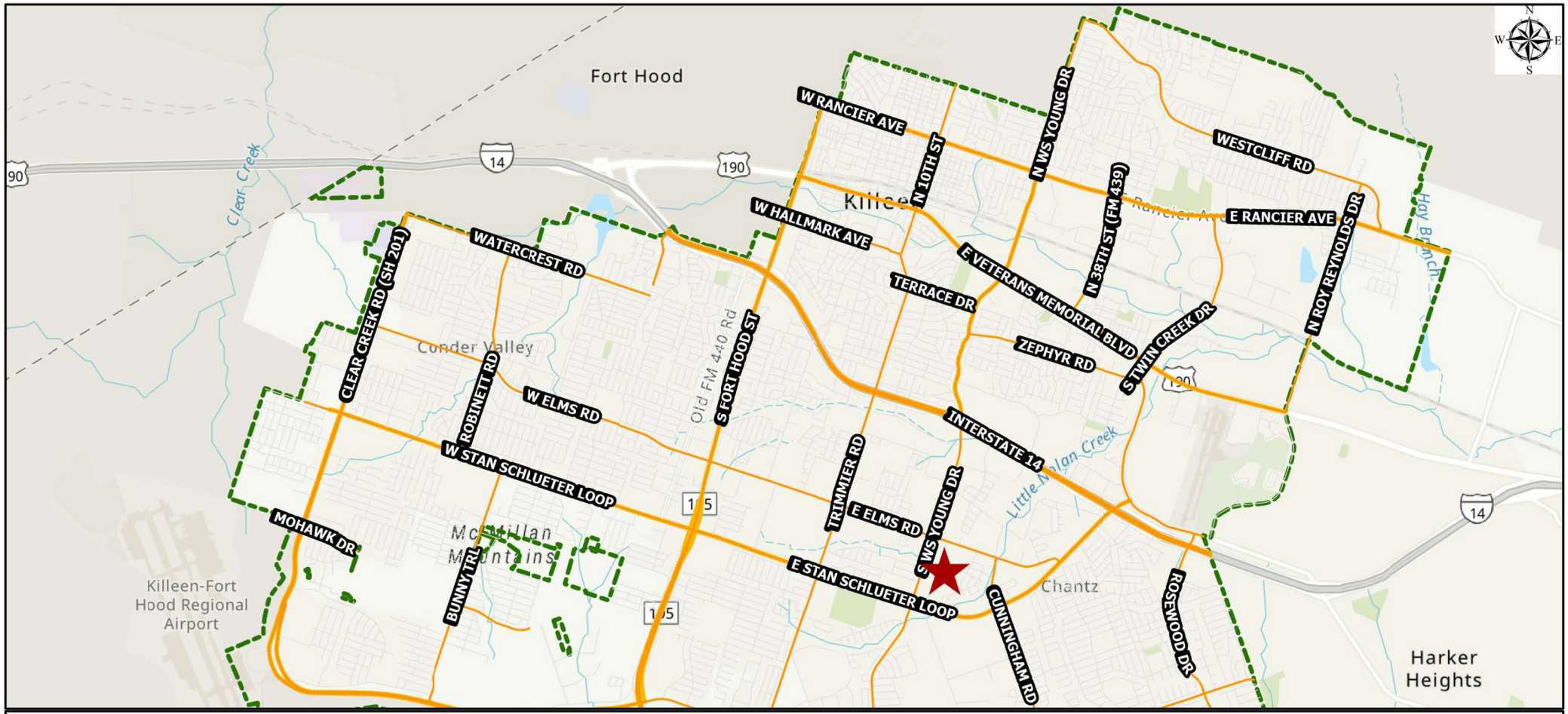
At their regular meeting on September 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's amended request by a vote of 5 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation



LOCATION MAP

Council District: 2

0 1 2 Miles

Zoning Case 2025-27

B-5 TO R-1

Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23

AERIAL MAP

Council District: 2

0 200 400

Feet

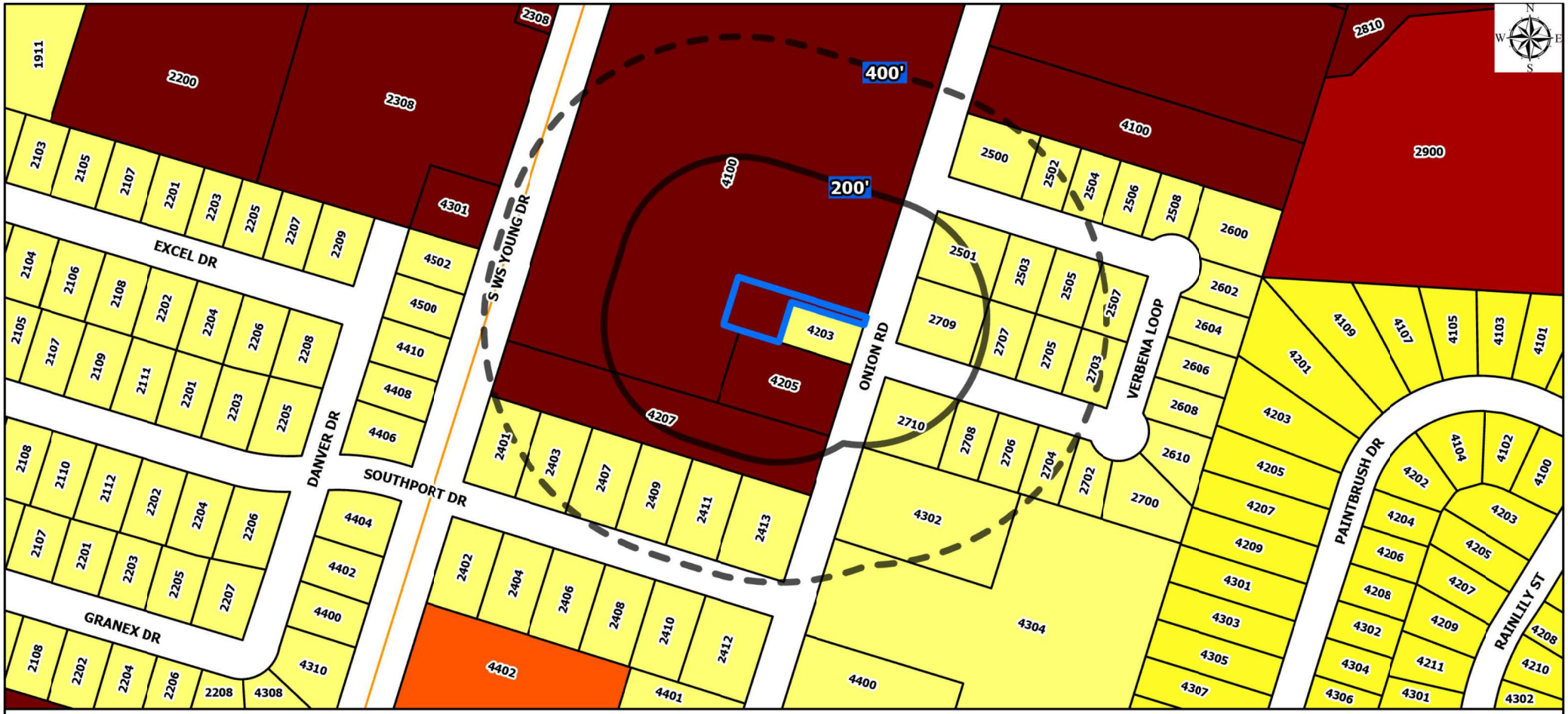
Zoning Case 2025-27

B-5 TO R-1

Legend

Zoning Case

Subject Property Legal Description: PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23



NOTIFICATION MAP
Council District: 2

0 200 400
Feet

Zoning Case 2025-27
B-5 TO R-1

Legend
Current Zoning
B-4
B-5
B-DC
R-1
R1-A
Zoning Case

Subject Property Legal Description: PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23

SITE PHOTOS

Case #Z25-27 "B-5" to "R-1"

View of the subject property located at the rear of 4203 Onion Rd.

View from the subject property facing north down Onion Road.

SITE PHOTOS

Case #Z25-27 "B-5" to "R-1"

View from the subject property facing south down Onion Road.

MINUTES
PLANNING AND ZONING COMMISSION MEETING
SEPTEMBER 8, 2025
CASE # Z25-27
"B-5" to "R-1"

Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of Linda L. Cosper, Braedon Lee Avants, and Shelby Iyone Avants **(Case# Z25-27)** to rezone approximately 0.81 acres, being Lot 1, Block 1, Braedon Creek Addition Second Extension; and approximately 0.30 acres out of the E. Lasere Survey, Abstract No. 528 (also known as Lots 6-8 and part of Lot 5 out of the Llewelyn Estates #3 unrecorded subdivision) from "B-5" (Business District) to "R-1" (Single-Family Residential District). The subject properties are locally addressed as 4205 Onion Road and 4100 South WS Young Drive, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to provide additional information and to answer questions.

Chairman Minor opened the public hearing at 5:03 p.m.

The applicant, Ms. Michelle Lee of Central Texas Land Development Services, spoke in support of the request.

With no one else wishing to speak, the public hearing was closed at 5:03 p.m.

Commissioner Purifoy moved to recommend approval of the request with the modification requested by the applicant. Commissioner O'Brien seconded, and the motion passed by a vote of 5 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.23 ACRES, BEING OUT OF E LASERE SURVEY, ABSTRACT NO. 528, ALSO KNOWN AS LOTS 6-7, AND PART OF LOTS 5 AND 8, FROM LLEWELYN ESTATES #3 (UNRECORDED SUBDIVISION) FROM "B-5" (BUSINESS DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Central Texas Land Development Services, on behalf of Linda L. Cosper, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.23 acres out of the E Lasere Survey, Abstract No. 528, also known as Lots 6-7, and part of Lots 5 and 8, from Llewelyn Estates #3 (unrecorded subdivision), and locally addressed as 4100 S WS Young Drive, Killeen, Texas, from "B-5" (Business District) to "R-1" (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on September 8, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on October 21, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 0.23 acres out of the E Lasere Survey, Abstract No. 528, also known as Lots 6-7, and part of Lots 5 and 8, from Llewelyn Estates #3 (unrecorded subdivision), and locally addressed as 4100 S WS Young Drive, Killeen, Texas, be changed from “B-5” (Business District) to “R-1” (Single-Family Residential District).

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 21st day of October 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq*.

APPROVED:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-27
Ord. #25-___

CENTRAL TEXAS LAND DEVELOPMENT SERVICES
ENGINEERING & SURVEYING

2901 East Stan Schlueter Loop, Killeen, Texas 76542 Phone: (254) 526-3981 Fax: (254) 526-4351
TBPE Registration No. 26913, TBPLS Registration No. 10194932
Visit our website at: www.kesltd.com

September 2, 2025

Development Services/Planning
City of Killeen, TX

Re: Zoning Change Application of part of 4100 S WS Young Dr

Ms. Meshier,

Central Texas Land Development Services would like to request a Zoning Change for the property described below from B-5 Business District to R-1 Single-Family Residential District to accommodate the current owner. The property has been zoned B-5 since 2008 and has had no commercial or sales interest over the last 17 years.

The R-1 zoning would be consistent with the neighboring property of 4203 Onion Rd, currently inhabited by the owner. The Southern adjacent property is zoned B-5 and contains a recording studio. The property on the Northern and Western adjacent sides is zoned B-5 and contains sheds but is otherwise vacant. The properties across Onion Road are zoned R-1. We feel this re-zoning wouldn't have an impact on the surrounding properties.

Property Description:

- 0.23 acres of a tract of land conveyed to Charles D. Cosper and Linda Cosper as recorded in Volume 1297, Page 117, Real Property Records of Bell County, Texas; also described in Exhibit A attached.

Respectfully,

Gwendalyn Henning

Gwendalyn Henning
CAD Technician
Central Texas Land Development Services
info@kesltd.com

cc: 2025-006 Project File

CASE #Z25-27:
“B-5” TO “R-1”

PH-25-061

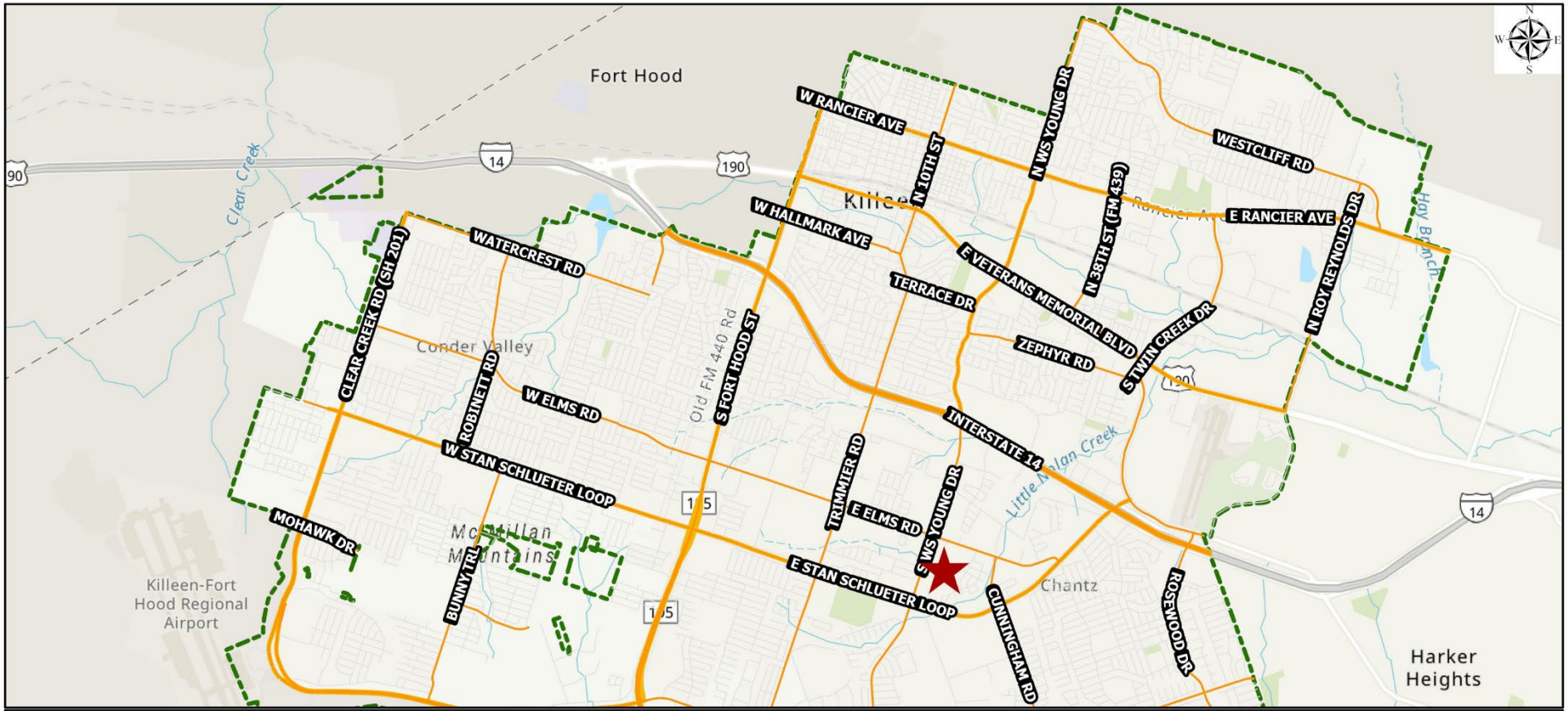
October 21, 2025

Case #Z25-27: “B-5” to “R-1”

- Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of Linda L. Cosper (**Case# Z25-27**) to rezone approximately 0.23 acres out of the E. Lasere Survey, Abstract No. 528 (also known as Lots 6-8 and part of Lot 5 out of the Llewelyn Estates #3 unrecorded subdivision) from “B-5” (Business District) to “R-1” (Single-Family Residential District). The subject property is locally addressed as 4100 South WS Young Drive, Killeen, Texas.

Case #Z25-27: “B-5” to “R-1”

- The subject property is located within the ‘Intended Growth’ area on the Growth Sector Map and designated as ‘Neighborhood Commercial’ on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.



LOCATION MAP

Council District: 2

0 1 2 Miles

Zoning Case 2025-27

B-5 TO R-1

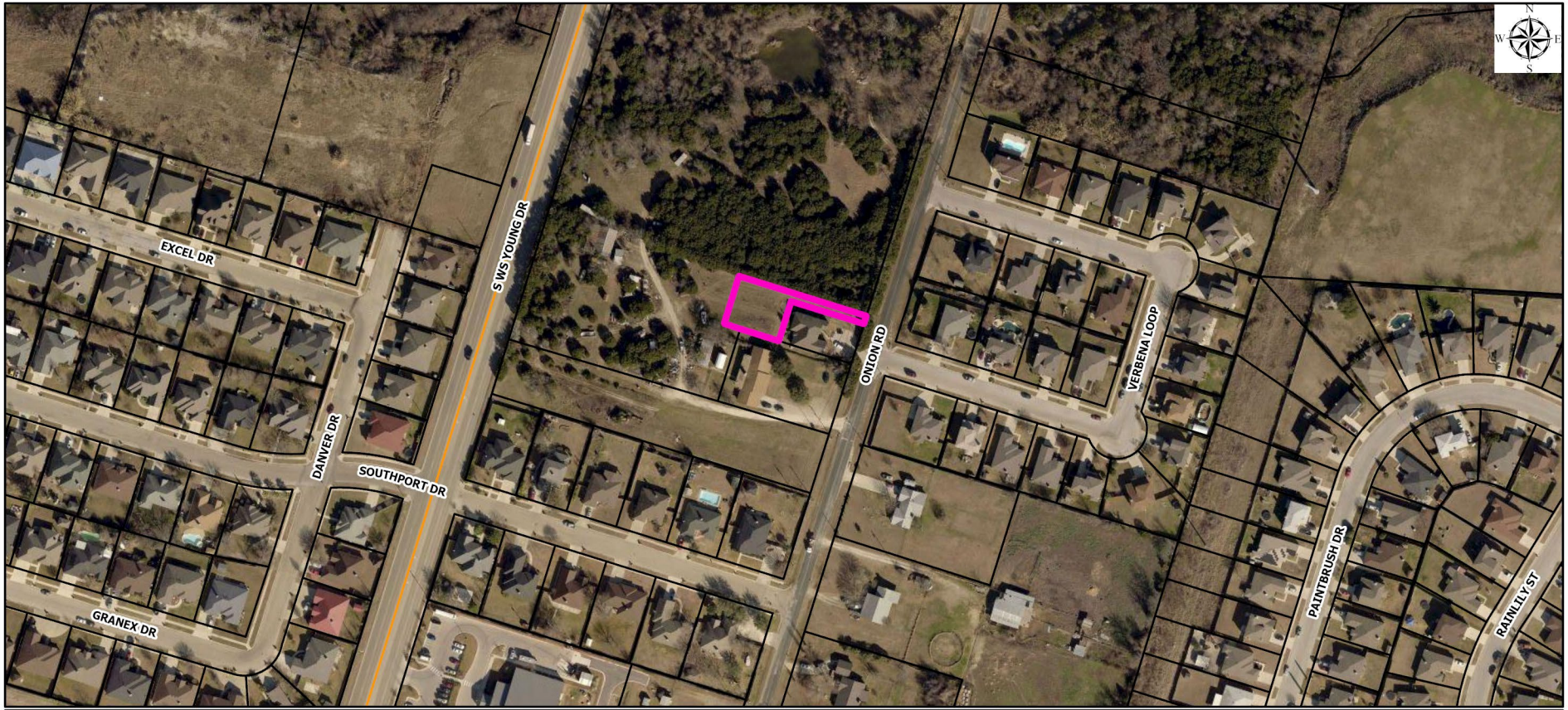
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23



AERIAL MAP

Council District: 2

0 200 400

Feet

Zoning Case 2025-27

B-5 TO R-1

Legend

Zoning Case

Subject Property Legal Description: PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23

Case #Z25-27: “B-5” to “R-1”

- The subject property is currently in the process of being replatted in order to enlarge the existing single-family lot at 4203 Onion Road.

- The intent of this request is to rezone the rear portion of the replatted lot to conform with the single-family residential use of the property.

Case #Z25-27: “B-5” to “R-1”

View of the subject property located at 4203 Onion Road.

Case #Z25-27: “B-5” to “R-1”

View from the subject property facing north on Onion Road

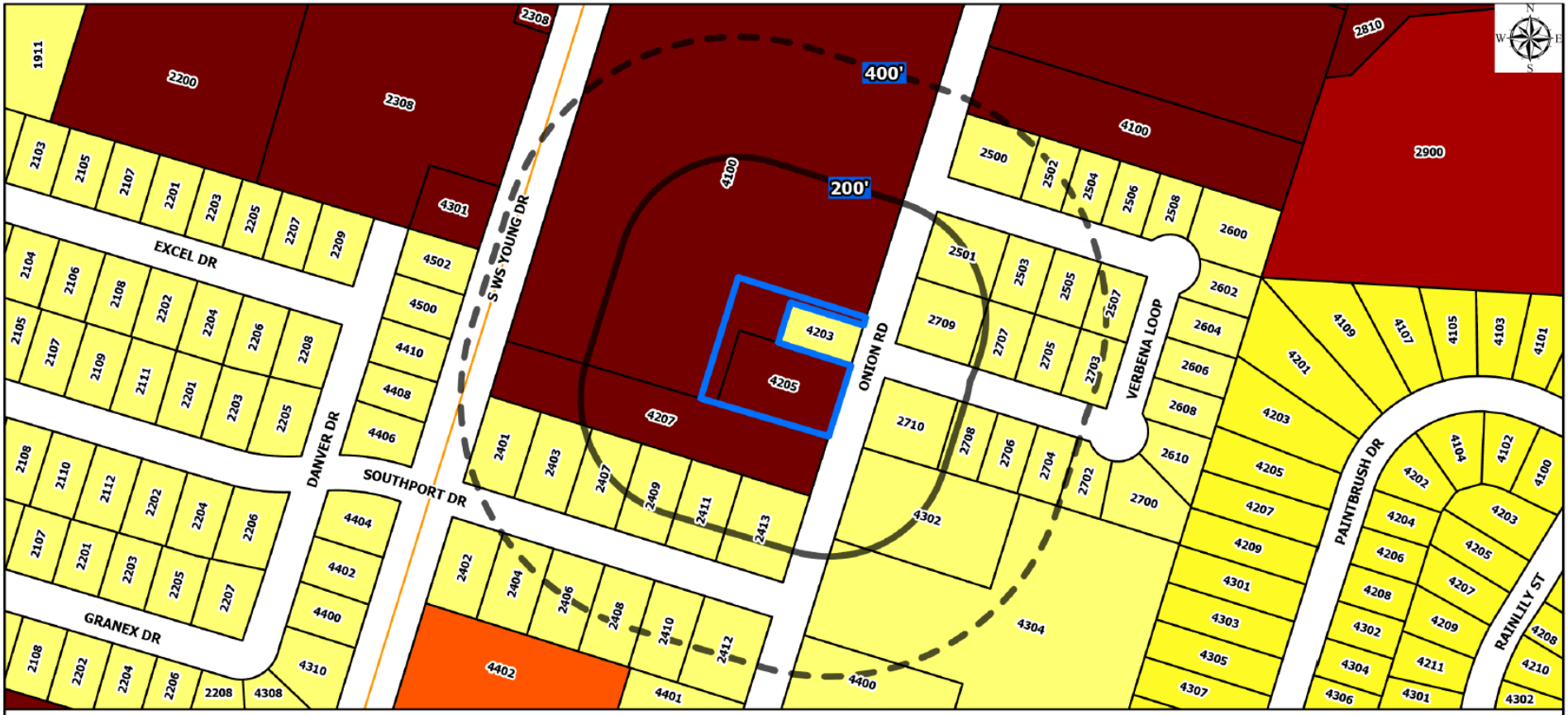
Case #Z25-27: “B-5” to “R-1”

View from the subject property facing south on Onion Road

Public Notification

- Staff notified the owners of thirty-four (34) surrounding properties regarding this request.

- To date, staff has received no written responses regarding this request.



NOTIFICATION MAP

Council District: 2

0 200 400

Feet

Zoning Case 2025-27

B-5 TO R-1

Legend

Current Zoning

B-4

B-5

B-DC

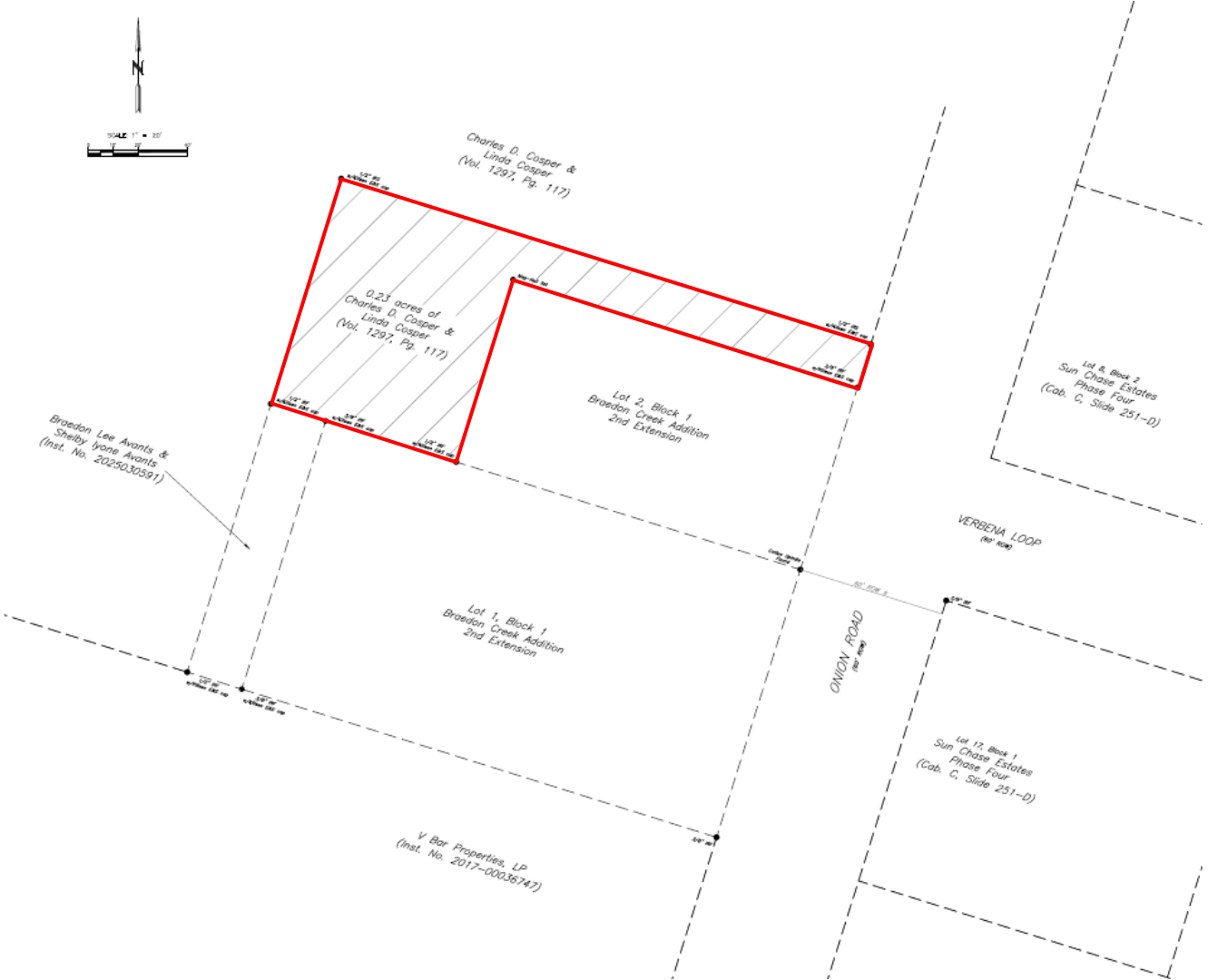
R-1

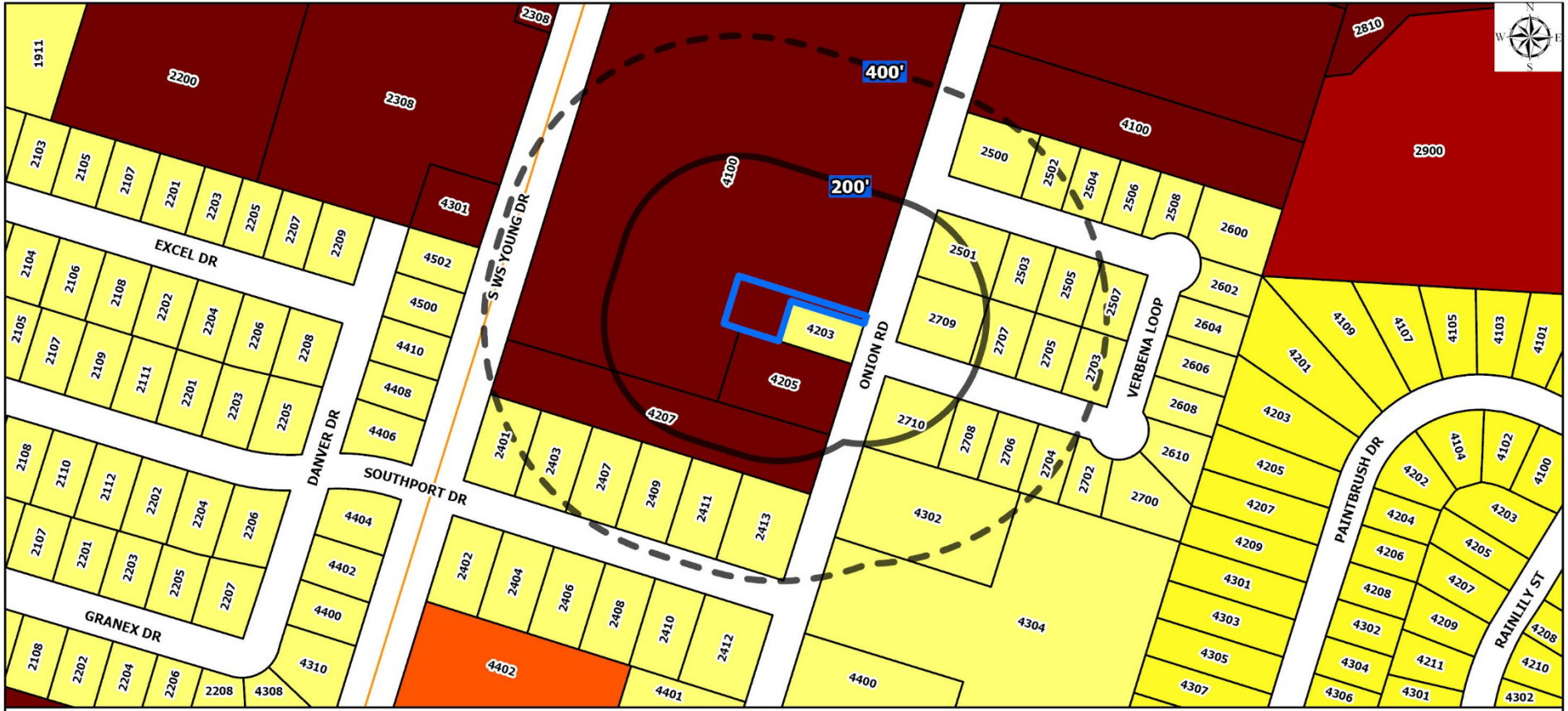
R1-A

Zoning Case

PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23 AND

Subject Property Legal Description: BRAEDON CREEK ADDITION SECOND EXTENSION, BLOCK 001, LOT 0001, ACRES 0.58, TOTAL ACRES 0.81


N
Charles D. Cosper &
Linda Cosper
(Vol. 1297, Pg. 117)
0.23 acres of
Charles D. Cosper &
Linda Cosper
(Vol. 1297, Pg. 117)
Lot 2, Block 1
Braedon Creek Addition
2nd Extension
Braedon Lee Avants &
Shelby Iyone Avants
(Inst. No. 20250J30591)
Lot 1, Block 1
Braedon Creek Addition
2nd Extension
V Bar Properties, LP
(Inst. No. 2017-00036747)
ONION ROAD
(80' ROW)
VERBENA LOOP
(60' ROW)
Lot 8, Block 2
Sun Chase Estates
Phase Four
(Cab. C, Slide 251-D)
Lot 17, Block 1
Sun Chase Estates
Phase Four
(Cab. C, Slide 251-D)



NOTIFICATION MAP
Council District: 2

0 200 400
Feet

Zoning Case 2025-27

B-5 TO R-1

Legend

Current Zoning
- B-4
- B-5
- B-DC
- R-1
- R1-A
- Zoning Case

Subject Property Legal Description: PART OF A0528BC E LASERE, AKA LT 6-7, PT 5, 8, LLEWELYN EST 3, ACRES 0.23

Staff Recommendation

- Staff recommends approval of the applicant's amended request to rezone the subject property from "B-5" (Business District) to "R-1" (Single-Family Residential District).

Commission Recommendation

- At their regular meeting on September 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's amended request by a vote of 5 to 0.

City of Killeen

Staff Report

File Number: DS-25-049

Discuss changes to Chapter 25 Article V - Assembly and Parade Permit Ordinance

City of Killeen

Staff Report

File Number: DS-25-050

Discuss combining the Construction Board of Appeals, Zoning Board of Adjustment, Fire Board of Adjustment and Aviation Board of Adjustment