



City of Killeen

Agenda City Council Workshop

Tuesday, November 17, 2015

5:00 PM

Utility Collections
Large Conference Room
210 West Avenue C
Killeen, Texas 76541

Items for Discussion at Workshop

[DS-15-092](#) Discuss Agenda Items and Land Use Cases

Items for Regular City Council Meeting of November 24, 2015

Minutes

[MN-15-020](#) Consider minutes of November 10, 2015 Regular City Council Meeting.

Attachments: [Minutes](#)

Resolutions

[RS-15-085](#) Consider a memorandum/resolution authorizing Change Orders for the installation of physical security upgrades at Utility Collections and Cornerstone.

Attachments: [Council Memorandum](#)

[Change Order - Utility Collections](#)

[Utility Collections Quote](#)

[Change Order - Cornerstone](#)

[Cornerstone Quote](#)

[RS-15-086](#) Consider a memorandum/resolution authorizing Change Order No. 19 to the Stagecoach Road Reconstruction, Phase 2 Project with McLean Construction, Inc.

Attachments: [Council Memorandum](#)

[Change Order](#)

[RS-15-087](#) Consider a memorandum/resolution authorizing Change Order No. 18 for the SH 195/SH 201 Interchange Pass-Through Financing (PTF) project with Anderson Columbia Co., Inc.

Attachments: [Council Memorandum](#)

[Change Order](#)

[RS-15-088](#) Consider a memorandum/resolution authorizing Change Order No. 3 for

the Trimmer Road Widening Project with McLean Construction, Inc.

Attachments: [Council Memorandum](#)
[Change Order](#)

[RS-15-089](#) Consider a memorandum/resolution awarding Bid No. 16-04 for a construction contract to Bell Contractors, Inc., to construct the Septic Tank Elimination Program Phase IX-B Project.

Attachments: [Council Memorandum](#)
[Recommendation Letter](#)

[RS-15-090](#) Consider a memorandum/resolution authorizing Change Order No. 1 for the Sewer Line Sanitary Sewer Evaluation Survey Phase 3 Project with Pipeline Analysis, LLC.

Attachments: [Council Memorandum](#)
[Change Order](#)

[RS-15-091](#) Consider a memorandum/resolution authorizing a professional services contract with Garver, LLC, for the development of a new airport master plan.

Attachments: [Council Memorandum](#)
[Contract](#)

[RS-15-092](#) Consider a memorandum/resolution authorizing a professional services contract with Garver, LLC for engineering of passenger boarding bridge replacement.

Attachments: [Council Memorandum](#)
[Contract](#)

[RS-15-093](#) Consider a memorandum/resolution approving the investment report for the quarter ended September 30, 2015.

Attachments: [Council Memorandum](#)
[Investment Report](#)

Public Hearings

[PH-15-056A](#) Consider a memorandum/resolution authorizing a professional services contract in support of the Fort Hood Force Reduction Assessment.

Attachments: [Council Memorandum](#)
[Letter of Agreement](#)

[PH-15-056B](#) Consider a memorandum/resolution accepting the Force Reduction Assessment Grant.

Attachments: [Council Memorandum](#)

[PH-15-056C](#) HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of

Killeen by increasing the Force Reduction Fund grant revenue account by \$148,400 and various operating expenditure accounts by \$148,400.

Attachments: [Council Memorandum](#)

[Ordinance](#)

[PH-15-057A](#) Consider a memorandum/resolution accepting the Joint Land Use Study (JLUS) Grant.

Attachments: [Council Memorandum](#)

[PH-15-057B](#) HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the JLUS Fund grant revenue account by \$262,050 and various operating expenditure accounts by \$262,050.

Attachments: [Council Memorandum](#)

[Ordinance](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on November 13, 2015.

Dianna Barker, 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 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Future Workshop Items

The following items have been scheduled for workshop discussion on the dates shown. The final scheduling of these items is dependent upon the presenters/interested parties being available on the dates projected.

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.

- *Giving Thanks Program and Luncheon, November 19, 2015, 10:00 a.m., Killeen Civic and Conference Center*
- *YMCA Festival of Trees, December 4, 2015, 6:30 p.m., Killeen Civic and Conference Center*
- *Senior Center Christmas Party, December 9, 2015, 6:00 p.m., Lions Club Park Senior Center*
- *Killeen Police Department Community Forum, December 10, 2015, 6:00 p.m., Killeen Police Department (Community Blvd)*
- *Killeen Fire Department Service Awards Banquet, December 17, 2015, 6:00 p.m., Killeen Civic and Conference Center*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: DS-15-092 **Version:** 1 **Name:** Discuss Agenda Items and Land Use Cases
Type: Discussion Items **Status:** Discussion Items
File created: 10/27/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Discuss Agenda Items and Land Use Cases
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: MN-15-020 **Version:** 1 **Name:** Minutes of November 10, 2015 Regular City Council Meeting
Type: Minutes **Status:** Minutes
File created: 10/29/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider minutes of November 10, 2015 Regular City Council Meeting.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
Regular City Council Meeting
Killeen City Hall
November 10, 2015 at 5:00 p.m.

Presiding: Mayor Scott Cospers

Attending: Mayor Pro-Tem Jose Segarra, Council members Jim Kilpatrick, Juan Rivera, Shirley Fleming, Brockley Moore, Jonathan Okray, and Elizabeth Blackstone

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms McDaniel.

Reverend Sampson gave the invocation, and Councilmember Blackstone led everyone in the pledge of allegiance.

Approval of Agenda

Motion was made by Mayor Pro-Tem Segarra to approve the agenda as written. Motion seconded by Councilmember Okray. The motion carried unanimously.

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the October 27th Regular City Council Meeting. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Resolutions

RS-15-082 Consider a memorandum/resolution approving a contract with Routeware, Inc. to provide GPS tracking hardware and software products for Solid Waste fleet optimization.

Staff comments: Michael Cleghorn

Funds are approved and included in the FY 2016 Solid Waste annual budget in the amount of \$352,000 for the purchase of Routeware GPS Tracking hardware and software products.

City staff recommends full implementation of Routeware hardware and software technology in all 42 heavy duty and 12 light duty Solid Waste vehicles and requests that the City Council authorize the City Manager to enter into an agreement with Routeware, Inc. to implement the full Routeware program across the Solid Waste fleet and to execute any change orders within the amounts established by state and local law.

Motion was made by Councilmember Blackstone to approve RS-082. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-15-083 Consider a memorandum/resolution approving a communications facilities license agreement amendment with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services at Killeen-Fort Hood Regional Airport.

Staff comments: Jim Livingston

Staff has negotiated an amendment with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services to extend the existing Communications Facilities License for an additional five (5)-year term beginning September 1, 2017, through August 31, 2021, with an option to automatically renew the agreement for five (5) additional five (5)-year terms. The tenant will pay the airport a total of \$2,400 per month in rental charges and shall continue for the first twelve (12) months of the extension. The rental rate increases by 2% each year thereafter. Staff recommends City Council approve the attached first amendment to communications facilities license with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services, Inc. and authorize the City Manager to execute same.

Motion was made by Councilmember Moore to approve RS-083. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

RS-15-084 Consider a memorandum/resolution approving the submittal of a Defense Economic Adjustment Assistance Grant (DEAAG) application for a potential Robert Gray Army Airfield Project.

Staff comments: Glenn Morrison

A team from the City of Killeen and Fort Hood met to discuss and ultimately determine that a project to renovate and rehabilitate the Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) Facility. The project grant will be requested to fund 80% of the total project cost. The remaining 20% will be the required sponsor match. Total project cost is estimated to be \$4,500,000. Brian Dossa, Ft. Hood Public Works Director spoke on behalf of Ft. Hood endorsing the program.

Staff recommends the Council approve the submission of a DEAAG application.

Motion was made by Mayor Pro-Tem Segarra to approve RS-084. Motion was seconded by Councilmember Rivera. Motion carried 6 to 1 with Councilmember Okray in opposition.

Ordinances

OR-15-022 Consider an ordinance amending Chapter 7 Aviation; repealing the ordinance that created the Killeen, Harker Heights, and Bell County Joint Airport Zoning Board; and designating the Planning and Zoning Commission as the Airport Zoning Commission.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 7 AVIATION OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; REPEALING ORDINANCE 87-49 THAT CREATED THE KILLEEN, HARKER HEIGHTS, BELL COUNTY JOINT ZONING BOARD; DESIGNATING AN AIRPORT ZONING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Holli Clements

The proposed ordinance would repeal Ordinance 87-49 that created the JAZB and designate the Planning and Zoning Commission as the Airport Zoning Commission as allowed by the statute. Additionally, the proposed changes provide that "Airport" shall mean Skylark Field, provide that the Zoning Board of Adjustment will be comprised of five

members appointed by City Council, and provide for an administrative approval of minor encroachments. The Aviation and Legal Departments recommend that the City Council approve this ordinance.

Motion was made by Councilmember Fleming to approve OR-022. Motion was seconded by Councilmember Okray. Motion carried unanimously.

OR-15-024 Consider an ordinance renaming Fire Department positions of “Fire Lieutenant” to “Fire Captain” and amending the Fire Department civil service pay plan to reflect the renaming of the position.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF KILLEEN, TEXAS, RENAMING THE POSITION OF FIRE LIEUTENANT TO FIRE CAPTAIN IN ACCORDANCE WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE §143.021(a); PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Staff comments: Dr. Ann Farris

City staff is requesting that the current classification of Fire Lieutenant be renamed Fire Captain, in order to better communicate and align with job duties and responsibilities. The renaming of these positions will more accurately reflect the industry standard where the leader of each fire station is most commonly titled “Fire Captain.” There will be no change in pay or duty. The cost associated with this change will be \$3,705 for new badges and helmet fronts. Staff recommends the City Council approve the attached ordinance.

Motion was made by Councilmember Rivera to approve OR-024. Motion was seconded by Councilmember Moore. Motion carried unanimously.

Public Hearings

PH-15-052A HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from ‘Rural’ and ‘Suburban Commercial’ to ‘General Residential’ and ‘General Commercial’ (FLUM# Z15-25) for approximately 161.022 acres, being part of the James Cook Survey, Abstract No. 161. The property is located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN’S FUTURE LAND USE MAP FROM ‘RURAL’ AND ‘SUBURBAN COMMERCIAL’ TO ‘GENERAL RESIDENTIAL’ AND ‘GENERAL COMMERCIAL’ FOR APPROXIMATELY 161.022 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF W. STAN SCHLUETER LOOP (FM3470) AND CLEAR CREEK ROAD (SH 201), SOUTH OF OLD COPPERAS COVE ROAD, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The Planning and Zoning Commission recommended approval of amending the Future

Land Use Map from 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial' by a vote of 3 to 2.

Mayor Cosper opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Kilpatrick to approve PH-052A. Motion was seconded by Councilmember Moore. Motion carried unanimously.

PH-15-052B HOLD a public hearing and consider an ordinance requested by RSBP Developers, Inc. to rezone 161.022 acres, out of the James Cook Survey, Abstract No. 161, from "A" (Agricultural District) and "B-3" (Local Business District) to "R-1" (Single-Family District) for approximately 147.769 acres, "R-2" (Two-Family Residential District) for approximately 9.815 acres and "B-5" (Business District) for approximately 3.439 acres.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM "A" (AGRICULTURAL DISTRICT) AND "B-3" (LOCAL BUSINESS DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT), "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) AND "B-5" (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The staff notified fifteen (15) surrounding property owners within a 200' notification boundary. Staff received no protests.

The Planning & Zoning Commission voted 3 to 1 to approve "R-1" (Single Family District), "R-2" (Two-Family Residential District), and "B-5" (Business District) zoning.

Mayor Cosper opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Mayor Pro-Tem Segarra to approve PH-052B. Motion was seconded by Councilmember Okray. Motion carried unanimously.

PH-15-053 Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Aviation Revenue Fund by \$1,300,500 and increasing the Project Expenditure accounts by \$1,445,000.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET OF THE CITY OF KILLEEN BY PROVIDING FUNDING FOR AN INCREASE IN DEPARTMENT OF AVIATION EXPENDITURE ACCOUNTS TOTALING \$1,445,000; PROVIDING FOR ADDITIONAL AVIATION FUND REVENUES IN THE AMOUNT OF \$1,300,500; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jim Livingston

A budget amendment is necessary to provide for the receipt and expenditure of the additional AIP funds and initial expenditure of matching funds. This budget amendment acknowledges the award of two FAA AIP grants for the KFHR in an amount of

\$1,300,500. Staff recommends the City Council approve the attached ordinance acknowledging the additional FAA grant revenue of \$1,300,500 and the authorizing additional expenditure of \$1,445,000 for the indicated FAA grant eligible projects at the Killeen-Fort Hood Regional Airport and Robert Gray Army Airfield.

Mayor Cosper opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Blackstone to approve PH-053. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

PH-15-054A Consider a memorandum/resolution accepting the 2015 Community Oriented Policing Services (COPS) Hiring Program Grant.

Staff comments: Assistant Chief Young

The length of the award is from September 1, 2015, through August 31, 2018 and requests for extensions may be submitted as appropriate. The City of Killeen commits to fund each of the positions for 12 months after the end of the federal funding period for each position.

Staff recommends that the City Council authorize the City Manager to accept the 2015 Community Oriented Policing Service Hiring Program Grant and to grant the Killeen Police Department the authority to allocate and administer the duties required by the grant in concert with the City of Killeen Grant Analyst.

Motion was made by Councilmember Rivera to approve PH-054A. Motion was seconded by Councilmember Moore. Motion carried unanimously.

PH-15-054B Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing revenues and expenditures in various General Fund accounts for the Community Oriented Policing Services (COPS) Hiring Program grant.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE GENERAL FUND COPS GRANT REVENUE ACCOUNT BY \$355,587 AND VARIOUS GENERAL FUND POLICE DEPARTMENT OPERATING EXPENDITURE ACCOUNTS BY \$491,242; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

The anticipated start date for the officers is February 1, 2016. The budget amendment will only cover the remaining eight months in the fiscal year. The salary and benefits cost for the 13 police officers from February 1, 2016, to September 30, 2016, is \$491,242. The City will receive reimbursement through the grant in the amount of \$355,587. The following budget amendment is needed to increase General Fund revenue and expenditure accounts for the grant.

Mayor Cosper opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Kilpatrick to approve PH-054B. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

PH-15-054C Consider an ordinance to amend the number of authorized civil service positions for the Police Department.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF KILLEEN, TEXAS UPDATING THE NUMBER OF POLICE DEPARTMENT CIVIL SERVICE EMPLOYEES TO COMPLY WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE §143.021(a); PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Eva Bark

The Cops Hiring Grant will fund up to a maximum of \$1,625,000 of the entry-level officers' salaries and benefits for three years, with the City matching the balance of the cost of \$829,884 throughout the life of the grant.

Staff recommends the adoption of the proposed ordinance to add 13 entry-level, full-time police officer positions as outlined in the COPS Hiring Program Grant.

Motion was made by Councilmember Moore to approve PH-054C. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

PH-15-055A Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Office of Governor, Criminal Justice Division for the purpose of creating a Crisis Assistance Program.

Staff comments: Assistant Chief Young

The Office of the Governor, Criminal Justice Division requires a resolution be passed and in place before awarding of the grant. Staff recommends that the City Council authorize the City Manager to enter into the grant agreement with the Office of the Governor, Criminal Justice Division for the purpose of funding the Crisis Assistance Program, and that he is further authorized to accept, reject, alter, or terminate the grant on the city's behalf.

Motion was made by Councilmember Okray to approve PH-055A. Motion was seconded by Mayor Pro-Tem Segarra. Motion carried unanimously.

PH-15-055B Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Victims Crime grant revenue account by \$19,974 and various expenditure accounts by \$19,974.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE VICTIMS CRIME GRANT REVENUE ACCOUNT BY \$19,974 AND VARIOUS OPERATING EXPENDITURE ACCOUNTS BY \$19,974; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

Staff recommends that the City Council approve the ordinance amending the FY 2016 Municipal Operating Budget revenues by \$19,974 and expenditures by \$19,974.

Mayor Cospere opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Blackstone to approve PH-055B. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Segarra, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 5:48 p.m.



City of Killeen

Legislation Details

File #: RS-15-085 **Version:** 1 **Name:** Physical security upgrades at Utility Collections and Cornerstone

Type: Resolution **Status:** Resolutions

File created: 10/16/2015 **In control:** City Council Workshop

On agenda: 11/17/2015 **Final action:**

Title: Consider a memorandum/resolution authorizing Change Orders for the installation of physical security upgrades at Utility Collections and Cornerstone.

Sponsors: Support Services Department

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Change Order - Utility Collections](#)
[Utility Collections Quote](#)
[Change Order - Cornerstone](#)
[Cornerstone Quote](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize Change Orders for Security Upgrades at Utility Collections and Cornerstone.

ORIGINATING DEPARTMENT

Support Services

BACKGROUND INFORMATION

In May 2014, the council approved a staff recommendation to award a contract to G4S Technology LLC to upgrade physical security measures at the Killeen Fort Hood Regional Airport. The Request for Proposal included a provision that allowed the staff to leverage the subsequent contract to upgrade physical security measures at other city facilities. The goal was to improve employee security and achieve resource efficiencies through equipment commonality and process synergy.

DISCUSSION/CONCLUSION

Staff coordinated a proposal with G4S and initiated physical security upgrades at the City Hall Annex in January 2015. Upgrades including access controls, video surveillance, and alarms were completed and the system activated in August 2015. Staff and G4S have simultaneously coordinated similar upgrades in FY 2016 at Utility Collections and Cornerstone.

In August 2015, council approved the renovation of the Cornerstone building to serve as the city's information technology nexus. Construction has begun and is expected to be completed in March 2016. The change order allows physical security upgrades to be integrated into the renovation schedule.

In August 2015, staff and G4S coordinated a proposal to upgrade physical security measures at Utility Collections. The change order allows staff to initiate upgrades.

FISCAL IMPACT

The cost of the physical security upgrades at Cornerstone and Utility Collections are in the FY2016 budget. The cost to provide the necessary security upgrades to Cornerstone was included in the Cornerstone renovation budget. Funding in the amount of \$88,966.82 for Cornerstone's physical security upgrades has been approved in account 010-2705-419.61-95. Funding in the amount of \$192,106.56 for Utility Collections' physical security upgrades is available in account 550-2050-411.60-07.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute Change Orders with G4S Technology LLC for security upgrades at Cornerstone and Utility Collections in the amounts of \$88,966.82 and \$192,106.56 respectively, and that he is authorized to execute any and all change orders within the amounts set by state and local law.

CHANGE ORDER

No. 6

DATE OF ISSUANCE November 25, 2015

EFFECTIVE DATE November 25, 2015

OWNER City of Killeen _____
 CONTRACTOR G4SSecure Integration, LLC _____
 Contract: City of Killeen Aviation (Original) _____
 Project: Killeen Utility Collections Building _____
 OWNER's Contract No. N/A _____ ENGINEER's Contract No. N/A _____
 ENGINEER N/A _____

You are directed to make the following changes in the Contract Documents:
 The contract for security upgrades for the Killeen Fort Hood Regional Airport between the City and G4S dated May 13, 2014, is hereby amended to add the Utility Collections Building. All terms remain the same and apply equally to the new project, except for changes herein directly related to the Utility Collections project.

Description:
 See scope of work for Utility Collections Building

Reason for Change Order:
 Added Project

Attachments: (List documents supporting change)
 Quotation for Provision of Killeen Utility Collections Building
 Scope of Work
 System Specification
 G4S Secure Integration LLC Standard Terms

APPROVED:

ACCEPTED:

By: _____
 OWNER (Authorized Signature)

By: _____
 CONTRACTOR(Authorized Signature)

Date: _____

Date: _____



Quotation for the provision of
Killeen Utility Collections Building

For
City of Killeen TX
101 North College St, Killeen, TX 76541

For the attention of
Patrick Martin

Confidential

G4S Secure Integration LLC

3073 Teagarden St
San Leandro , CA 94577

Phone: ;
Email: wendell.lind@usa.g4s.com

Presented by: Wendell Lind - Project Manager

Wednesday, August 26,
2015

Scope Of Work

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017199

Proposal Name: Killeen Utility Collections Building

G4S Technology LLC is pleased to have the opportunity to provide this proposal for your review and consideration for the City of Killeen Utility Collections Building.

G4S will provide and install:

(9) Card in/free egress doors that will each include (1) HID multiCLASS card reader, (1) HES electric strike locking device (except for Vestibule 126 Door that already has an electric strike locking device), (1) Detection System request to exit PIR, (1) GE door contact, (1) Hoffman security junction box w/ backpanel and termination block assembly, and all required plenum cabling and cabling labor.

(1) Monitored only single door that will include (1) GRI recessed door contact, and all required plenum cabling and cabling labor.

(3) Monitored only double door that will each include (2) GE recessed door contacts, and all required plenum cabling and cabling labor.

(12) Glass break detectors, and all required plenum cabling and cabling labor.

(17) Duress buttons, and all required plenum cabling and cabling labor.

(1) AMAG 4-door access control panel to support the system devices, including all required input/output modules, Weigand interface modules, low voltage power supplies, power distribution modules, and back-up batteries.

(1) AMAG 8-door access control panel to support the system devices, including all required input/output modules, Weigand interface modules, low voltage power supplies, power distribution modules, and back-up batteries.

(1) AMAG client station with license that will be connected to the Amag server at the Courthouse.

(5) Axis Fixed 2 megapixel H.264/MJPEG IP day/night cameras, mounts, licenses and all required plenum cabling labor.

(23) Axis Fixed 2 megapixel H.264/MJPEG IP day/night cameras, mounts and all required plenum cabling labor to replace existing cameras.

(6) Axis Fixed 1 megapixel H.264/MJPEG IP day/night cameras, built in IR illumination, mounts, licenses and all required plenum cabling labor.

(1) BCD 48TB Network Video Server. Included are all necessary licenses for the new and existing IP cameras.

(1) WAVE Plus control panel with email/texting module.

(1) WAVE remote receiver.

(1) WAVE single button duress alarm.

It is assumed all network devices, connectivity required, conduit and wall penetrations (other than standard drill penetrations) will be provided and installed by others.

The installation includes all installation labor, as well as all device programming, testing and commissioning and as-built drawings.

It is assumed that the head end equipment has the capacity to support this project.

It is assumed that this work will be performed during normal business hours.

It is assumed that Milestone Corporate VMS software will be provided by others.

Please contact me if there are any questions - Wendell Lind

System Specification

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017199

Proposal Name: Killeen Utility Collections Building

Part Number	Description	Qty	Total Price
Section: SECURITY SYSTEM SPECIFICATION			
Sub Section: CCTV			
BCD215-120-MP-48TB-146525	2U - 48TB Server w/Raid 6 with a Hot Spare - \$25838.98	1	\$26,218.04
XPCO Device	Xprotect Corporate Device License	14	\$4,174.66
XPCO Device PMA 1 Yr.	Xprotect Corporate Device Software Support 1yr	14	\$761.32
0517-001	AXIS M3005-V Fixed dome, vandal-resistant, indoor, 2 MP / HDTV 1080p, IP, POE, day/night	28	\$12,331.48
0535-001	M3024-LVE Fixed Dome, Day/night functionality and built-in IR illumination, 1 MP / HDTV 720p, IP, POE	6	\$3,827.70
5503-881	T94F01D Pendant Kit for M3024-LVE	1	\$45.33
5026-204	Single port PoE midspan, IEEE 802.3af (15W)	2	\$137.14
CCTV Total:			\$47,495.67
Sub Section: ACS			
COMPUTER1	Client Computer	1	\$2,005.28
PRO-CLIENT-V7.0.1	Symmetry Professional Client Software	1	\$773.56
M2150-4RDR-IPW-PACK	4 Reader Panel	1	\$2,186.22
M2150-8RDR-1PW-PACK	8 Reader Panel	1	\$3,011.24
M2150-DBU	Symmetry M2150 20K DBU Board Only	1	\$703.84
MN-CAB3A-PSU-KIT	Symmetry CAB3A Enclosure	1	\$360.22
MN-CAB-FIX	Symmetry M2150 Board Fixing Kit	1	\$41.50
MN-TANS-75-UL	75VA Transformer	2	\$169.32
M2150-AC24/4	24 Input/4 Output Board	2	\$833.32
MAXIM75E	12VDC & 24VDC @ 10A, 115VAC (MAXIM75E)	2	\$1,145.38
PD16W	16-FUSED OUTPUT DIST MODULES (PD16W)	2	\$86.30
BT1212	12VDC/12AH BATTERY (BT1212)	6	\$408.36
1076D	Door Contact	8	\$41.20
HUSK-20	Duress Button under Countertop with Armored Cable	17	\$338.47
FG1625RT	GLASS BREAK DETECTOR, ROUND	12	\$763.56
GI-184-12W	Recess Door Contact (Monitored Only)	8	\$41.20
DS150I	Request to Exit PIR	9	\$761.85
HES1006	Electric Strike	8	\$4,462.08
SCR-SE-920L-APL	Wallswitch MultiClass Reader	8	\$2,091.76
A-SE-12124-SO	12x12 Screw Cover Junction Box	9	\$324.00
A-12N12P	12x12 Back Panel	9	\$117.63

System Specification

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017199

Proposal Name: Killeen Utility Collections Building

Part Number	Description	Qty	Total Price
LOT	Terminal Block	9	\$162.00
ACS Total:			\$20,828.29
Sub Section: Network Equipment			
WS-C2960X-48LPD-L	CAT2960-X 48GBE POE 370W 2X10GBE SFP+ LAN BASE	1	\$6,847.32
CAB-16AWG-AC=	AC POWER CORD 16AWG	1	\$98.80
C2960X-STACK=	FLEXSTACK PLUS STACKING MODULE OPTIONAL FOR CAT2960-X	1	\$1,174.90
CAB-STK-E-0.5M=	CISCO BLADESWITCH 0.5M STACK CABLE	1	\$98.34
Network Equipment Total:			\$8,219.36
Sub Section: CABLE			
W184C-2059	18/4 MULTI CONDUCTOR, STRANDED, SHIELDED PLENUM CABLE - 3000'	2	\$1,892.40
W226C-2077	22/6 STRANDED, SHIELDED, PLENUM CABLE - 1000'	3	\$747.00
WS244P-2274WH	CAT6 PLENUM CABLE - 1000'	8	\$4,249.60
CABLE Total:			\$6,889.00
Sub Section: LABOR			
PROJECT MANAGMENT, ENGINEERING AND FIELD LABOR	PROJECT MANAGMENT, ENGINEERING AND FIELD LABOR	805	\$86,728.00
LABOR Total:			\$86,728.00
SECURITY SYSTEM SPECIFICATION Total:			\$170,160.32
Section: WAVE RADIO TRANSMISSION SYSTEM			
Sub Section: WAVE MATERIALS			
WPCP	Wave Plus Control Panel with Email/Texting Module	1	\$9,130.00
WPRR	Remote Receiver	1	\$4,980.00
SBDA	Single Button Duress Alarms	32	\$3,586.24
WAVE MATERIALS Total:			\$17,696.24
Sub Section: LABOR			
PROJECT MANAGMENT, ENGINEERING AND FIELD LABOR	PROJECT MANAGMENT, ENGINEERING AND FIELD LABOR	33	\$4,250.00
LABOR Total:			\$4,250.00
WAVE RADIO TRANSMISSION SYSTEM Total:			\$21,946.24
System Specification Total:			\$192,106.56

G4S Secure Integration LLC

Standard Terms

1. Liquidated Damages

Liquidated damages will not apply to any contract or scope of work performed by G4S Secure Integration LLC (G4S).

2. Installation Responsibility

G4S will provide all required labor to mount, terminate and test the equipment detailed in this proposal. Installation will be performed in a workmanlike manner, meeting or exceeding industry standards and local code requirements.

3. Change Orders

Any change to this proposal as outlined herein will require an additional cost review by G4S. A revised proposal will be submitted, which will incorporate any requested changes. If the requested change occurs after G4S is under contract, then a signed change order will be required. Equipment/Material provided by G4S is limited to the items listed within the attached schedule of values or material list.

4. Insurance and Liability

All necessary insurance and certificates will be submitted prior to receipt of contract and are included in the proposal cost. In no event will G4S be liable for any incidental or consequential damages arising from system(s) problems or failure, including, without limitation, loss of use, profit, or theft of property owned by and/or located at the premise(s) where this equipment is installed. The total cumulative liability of G4S and any of G4S's related companies to Owner for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement, shall not be greater than the compensation received by G4S under this Agreement. The express remedies, obligations and liabilities of G4S and Owner set forth herein are exclusive, and are in lieu of any others available at law or otherwise. This proposal is based on contract documents and/or drawings only. Should the authority having jurisdiction or Owner require additional changes to the system, G4S reserves the right to seek additional costs if necessary. G4S reserves the right to charge labor costs for troubleshooting, repairing, or rewiring the system due to other contractors' installation methods, which may have caused such problems.

5. Warranty

G4S provides a one (1) year warranty on all materials and labor. This warranty extends from the date of installation and initial acceptance of the equipment. This warranty does not cover any existing equipment incorporated into this project, if applicable. This warranty is non-transferable.

6. Payment Terms

Payment terms are Net 30-days based on progressive billing.

7. Written Consent

No work shall proceed without an acceptable purchasing document, which incorporates G4S's Standard Terms, being received by G4S from the Owner.

8. Mobilization

Once the Owner/Buyer's purchasing document has been approved, G4S will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Owner/Buyer and will provide project updates and/or schedules as required.

G4S Secure Integration LLC

Standard Terms

9. Equipment Delivery

Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Owner with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

10. Equipment Modifications

G4S assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

11. Termination or Alteration

A contract resulting from the acceptance of an offer may be canceled or altered by the Owner only if agreed to in writing by G4S and subject to the following:

- a. If any equipment covered by this contract has been delivered and/or installed, payment for the equipment, installation (if applicable), and freight will be due in full, per the agreed upon terms referenced above.
- b. If the equipment has not been delivered, it may be canceled or altered only if agreed to by the manufacturer. Equipment is then subject to either a 25% retail price restocking charge or the manufacturers' imposed cancellation/change fees (whichever is higher).
- c. Owner/Buyer will also be responsible to reimburse G4S for any other reasonable fees assessed as a result of an alteration or cancellation after order placement.

12. Proposal Expiration

G4S shall honor this proposal for a period sixty (60) days.

13. Intellectual Property

This proposal, consisting of but not limited to designs, concepts, and ideas, which are represented herein, is the exclusive intellectual property of G4S and may not be reproduced or copied in any manner without the express written consent of G4S. This proposal and all associated materials (including drawings) must be returned promptly to G4S upon request.

14. Standard Exclusions

Unless specifically noted otherwise, this proposal EXCLUDES:

- a. Furnishing and/or installing any required plywood equipment backboards.
- b. Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense.
- c. Arrangement for and/or coordination of any required telephone or network service installation.
- d. Any expense associated with working in an environment containing asbestos.

15. Installation Conditions

This proposal REQUIRES that:

G4S Secure Integration LLC
Standard Terms

- a. All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose.
- b. No area in which G4S is to install equipment is classified as hazardous or explosive.
- c. Owner/Buyer will provide adequate parking accommodations and equipment storage for G4S's personnel while on the job site.
- d. All work to be performed by G4S's personnel is during normal business hours. Normal business hours are defined as Monday through Friday (excluding Federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

Please indicate your acceptance of the quote, scope of work, terms, exclusions, and assumptions, by signing below:

Company Name: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CHANGE ORDER

No.5

DATE OF ISSUANCE November 25, 2015

EFFECTIVE DATE November 25, 2015

OWNER City of Killeen _____
 CONTRACTOR G4SSecure Integration, LLC _____
 Contract: City of Killeen Aviation (Original) _____
 Project: Killeen Cornerstone Building _____
 OWNER's Contract No. N/A _____ ENGINEER's Contract No. N/A _____
 ENGINEER N/A _____

You are directed to make the following changes in the Contract Documents:
 The contract for security upgrades for the Killeen Fort Hood Regional Airport between the City and G4S dated May 13, 2014, is hereby amended to add the Cornerstone Building. All terms remain the same and apply equally to the new project, except for changes herein directly related to the Cornerstone project.

Description:
 See scope of work for Cornerstone Building

Reason for Change Order:
 Added Project

Attachments: (List documents supporting change)
 Quotation for Provision of Killeen Cornerstone Building
 Scope of Work
 System Specification
 G4S Secure Integration LLC Standard Terms

APPROVED:

ACCEPTED:

By: _____
 OWNER (Authorized Signature)

By: _____
 CONTRACTOR(Authorized Signature)

Date: _____

Date: _____



Quotation for the provision of
Killeen Cornerstone Building

For
City of Killeen TX
101 North College St, Killeen, TX 76541

For the attention of
Patrick Martin

Confidential

G4S Secure Integration LLC

3073 Teagarden St
San Leandro , CA 94577

Phone: ;
Email: wendell.lind@usa.g4s.com

Presented by: Wendell Lind - Project Manager

Monday, August 17, 2015

Scope Of Work

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017625-1

Proposal Name: Killeen Cornerstone Building

G4S Technology LLC is pleased to have the opportunity to provide this proposal for your review and consideration for the City of Killeen Cornerstone Building.

G4S will provide:

Design Drawings

- Attend 2 meetings and provide
 - 50% DD set of drawings
 - 100% DD set of drawings

Construction Drawings

- Attend 2 meetings and provide
 - 50% CD set of drawings
 - 100% CD set of drawings
 - Issue for construction set of drawings

Once accepted, G4S will provide and install:

(4) Card in/free egress single doors that will each include (1) HID multiCLASS card reader, (1) GE recessed door contact, (1) Hoffman security junction box w/ backpanel and termination block assembly, Connection to lock hardware with integrated REX provided by others, and all required plenum cabling and cabling labor.

(1) Monitored only single door that will include (1) GE recessed door contact, and all required plenum cabling and cabling labor.

(11) Glass break detectors, and all required plenum cabling and cabling labor.

(2) Door release buttons, and all required plenum cabling and cabling labor.

(1) AMAG 8-door access control panel to support the system devices, including all required input/output modules, Weigand interface modules, low voltage power supplies, power distribution modules, and back-up batteries.

(1) AMAG client station w/software

(12) AXIS cameras w/mounts, licenses and all required plenum cabling labor.

(1) BCD 6TB Network Video Server.

G4S will also coordinate with the City of Killeen IT Department to relocate the existing access control system main file server from the Municipal Courthouse 2nd floor IDF room to the Cornerstone building.

We have also included an option for G4S to provide the electrified door hardware.

It is assumed that any wall penetrations (other than standard drill penetrations) will be provided by others.

It is assumed all network devices and connectivity required will be provided and installed by others.

The installation includes all installation labor, as well as all device programming, testing and commissioning and as-built drawings.

It is assumed that the head end equipment has the capacity to support this project.

It is assumed that this work will be performed during normal business hours.

Scope Of Work

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017625-1

Proposal Name: Killeen Cornerstone Building

Please contact me if there are any questions

Wendell Lind

Financial Summary



Killeen Cornerstone Building

Prepared for:

City of Killeen TX
101 North College St
Killeen, TX, 76541

at the following location:

City of Killeen TX
101 North College St
Killeen, TX, 76541

Killeen Cornerstone Building

Equipment :	\$44,818.82
Labor :	\$44,148.00
Tax :	\$0.00
<u>Total :</u>	<u>\$88,966.82</u>

The price excludes applicable Federal, State and Local Sales and Use Taxes.

The prices shown are valid for 60 days from the date of the quotation shown above.

Confidential and proprietary information, not for disclosure to any other party for purposes other than the evaluation of this quotation.

For further information please contact

Wendell Lind - Project Manager

3073 Teagarden St
San Leandro , CA 94577

Tel:

Email: wendell.lind@usa.g4s.com

System Specification

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017625-1

Proposal Name: Killeen Cornerstone Building

Part Number	Description	Qty	Total Price
Section: SYSTEM DESIGN			
Sub Section: DESIGN DRAWINGS			
PROJECT LABOR	PROJECT LABOR	32	\$4,032.00
DESIGN DRAWINGS Total:			\$4,032.00
Sub Section: CONSTRUCTION DRAWINGS			
PROJECT LABOR	PROJECT LABOR	17	\$2,172.00
CONSTRUCTION DRAWINGS Total:			\$2,172.00
SYSTEM DESIGN Total:			\$6,204.00
Section: SECURITY SYSTEM SPECIFICATION			
Sub Section: CARD IN/FREE EXIT SNGL DOOR (LOCKS BY OTHERS)			
A-SE-12124-SO	12x12 SCREW COVER SJB	4	\$159.36
A-12N12P	12x12 BACK PANEL	4	\$57.88
LOT	TERMINAL BLOCKS	4	\$79.68
920PTNKK0	Wallswitch MULTICLASS READER	1	\$250.65
910PTNKK0	MULLION MMULTICLASS READER	3	\$746.97
1076D	Door Contact	4	\$82.64
CARD IN/FREE EXIT SNGL DOOR (LOCKS BY OTHERS) Total:			\$1,377.18
Sub Section: MONITORED ONLY SNGL DOOR			
GI-184-12W	RECESSED DOOR CONTACT	1	\$5.15
MONITORED ONLY SNGL DOOR Total:			\$5.15
Sub Section: GLASS BREAK DETECTION			
FG1625RT	GLASS BREAK DETECTOR, ROUND	11	\$699.93
GLASS BREAK DETECTION Total:			\$699.93
Sub Section: DOOR RELEASE BUTTON			
HUB2SA	DOOR RELEASE BUTTON	2	\$66.38
DOOR RELEASE BUTTON Total:			\$66.38
Sub Section: AXIS CAMERAS			
0517-001	AXIS M3005-V Fixed dome, vandal-resistant, indoor, 2 MP / HDTV 1080p, IP, POE, day/night	6	\$2,091.54
T94B01L	RECESSED MOUNT	6	\$483.18
0535-001	M3024-LVE Fixed Dome, Day/night functionality and built-in IR illumination, 1 MP / HDTV 720p, IP, POE	6	\$3,834.54
T91E61	WALL MOUNT	6	\$274.02
T94F02D	PENDANT KIT	6	\$274.02
AXIS CAMERAS Total:			\$6,957.30
Sub Section: ACCESS CONTROL EQUIPMENT			
M2150-8RDR-1PW-PACK	8 Reader Panel	1	\$3,011.24

System Specification

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017625-1

Proposal Name: Killeen Cornerstone Building

Part Number	Description	Qty	Total Price
M2150-DBU	Symmetry M2150 20K DBU Board Only	1	\$703.84
MN-CAB3A-PSU-KIT	Symmetry CAB3A Enclosure	1	\$360.22
MN-CAB-FIX	Symmetry M2150 Board Fixing Kit	1	\$41.50
MN-TANS-75-UL	75VA Transformer	1	\$84.66
M2150-AC24/4	24 Input/4 Output Board	1	\$416.66
AL600ULXPD16CB	PTC OUTPUTS 6 AMP @ 12VDC OR 24VDC	1	\$310.41
BT1212	12VDC/12AH BATTERY (BT1212)	4	\$272.24
CONDUIT INFRASTRUCTURE	CONDUIT INFRASTRUCTURE	1	\$4,150.00
ACCESS CONTROL EQUIPMENT Total:			\$9,350.77
Sub Section: CCTV CONTROL EQUIPMENT (48-PORT)			
BCD104-170-MP	BCDVideo - 1U RACKMOUNT SERVER- 4 HARD DRIVE BAYS- Dual Power Supply	1	\$8,695.08
	E3-1270V3 PROCESSOR 8GB RAM SERVER 2012 R2 Raid Cntl 5 YR NBD WTY		
XPCO Device	Xprotect Corporate Device License	12	\$3,578.28
XPCO Device PMA 1 Yr.	Xprotect Corporate Device Software Support 1yr	12	\$652.56
CPPL48WBLY	48 PORT PATCH PANEL	1	\$99.59
CJ688TGBU	CAT6 SNAP IN MODULE	12	\$209.40
E19HPM2U	WALL MOUNT BRACKET FOR PP	1	\$59.76
10FPC	10 FT RED PATCH PANELS	12	\$114.60
CCTV CONTROL EQUIPMENT (48-PORT) Total:			\$13,409.27
Sub Section: CLIENT STATION			
PRO-CLIENT-V7.0.1	Symmetry Professional Client Software	1	\$773.56
COMPUTER1	Client Computer	1	\$2,005.28
CLIENT STATION Total:			\$2,778.84
Sub Section: CABLE			
Composite ACS Cabling	Composite ACS Cabling	2000	\$1,840.00
W184C-2059	18/4 MULTI CONDUCTOR, STRANDED, SHIELDED PLENUM CABLE	10000	\$3,300.00
W226C-2077	22/6 STRANDED, SHIELDED, PLENUM CABLE	1000	\$250.00
WS244P-2274WH	CAT6 PLENUM CABLE	4000	\$2,160.00
CABLE Total:			\$7,550.00
Sub Section: LABOR			
PROJECT LABOR	PROJECT LABOR	303	\$34,088.00
LABOR Total:			\$34,088.00
SECURITY SYSTEM SPECIFICATION Total:			\$76,282.82

System Specification

G4S Secure Integration LLC,
3073 Teagarden St,
San Leandro,
CA 94577
Tel:



Proposal Reference: T00017625-1

Proposal Name: Killeen Cornerstone Building

Part Number	Description	Qty	Total Price
Section: LOCK OPTION			
Sub Section: LOCK HARDWARE			
STRIKE	STRIKE	4	\$2,624.00
LOCK HARDWARE Total:			\$2,624.00
Sub Section: LABOR			
PROJECT LABOR	PROJECT LABOR	36	\$3,856.00
LABOR Total:			\$3,856.00
LOCK OPTION Total:			\$6,480.00
System Specification Total:			\$88,966.82

G4S Secure Integration LLC

Standard Terms

1. Liquidated Damages

Liquidated damages will not apply to any contract or scope of work performed by G4S Secure Integration LLC (G4S).

2. Installation Responsibility

G4S will provide all required labor to mount, terminate and test the equipment detailed in this proposal. Installation will be performed in a workmanlike manner, meeting or exceeding industry standards and local code requirements.

3. Change Orders

Any change to this proposal as outlined herein will require an additional cost review by G4S. A revised proposal will be submitted, which will incorporate any requested changes. If the requested change occurs after G4S is under contract, then a signed change order will be required. Equipment/Material provided by G4S is limited to the items listed within the attached schedule of values or material list.

4. Insurance and Liability

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5. Warranty

G4S provides a one (1) year warranty on all materials and labor. This warranty extends from the date of installation and initial acceptance of the equipment. This warranty does not cover any existing equipment incorporated into this project, if applicable. This warranty is non-transferable.

6. Payment Terms

Payment terms are Net 30-days based on progressive billing.

7. Written Consent

No work shall proceed without an acceptable purchasing document, which incorporates G4S's Standard Terms, being received by G4S from the Owner.

8. Mobilization

Once the Owner/Buyer's purchasing document has been approved, G4S will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Owner/Buyer and will provide project updates and/or schedules as required.

G4S Secure Integration LLC **Standard Terms**

9. Equipment Delivery

Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Owner with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

10. Equipment Modifications

G4S assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

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- a. If any equipment covered by this contract has been delivered and/or installed, payment for the equipment, installation (if applicable), and freight will be due in full, per the agreed upon terms referenced above.
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- c. Owner/Buyer will also be responsible to reimburse G4S for any other reasonable fees assessed as a result of an alteration or cancellation after order placement.

12. Proposal Expiration

G4S shall honor this proposal for a period sixty (60) days.

13. Intellectual Property

This proposal, consisting of but not limited to designs, concepts, and ideas, which are represented herein, is the exclusive intellectual property of G4S and may not be reproduced or copied in any manner without the express written consent of G4S. This proposal and all associated materials (including drawings) must be returned promptly to G4S upon request.

14. Standard Exclusions

Unless specifically noted otherwise, this proposal EXCLUDES:

- a. Furnishing and/or installing any required plywood equipment backboards.
- b. Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense.
- c. Arrangement for and/or coordination of any required telephone or network service installation.
- d. Any expense associated with working in an environment containing asbestos.

15. Installation Conditions

This proposal REQUIRES that:

G4S Secure Integration LLC
Standard Terms

- a. All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose.
- b. No area in which G4S is to install equipment is classified as hazardous or explosive.
- c. Owner/Buyer will provide adequate parking accommodations and equipment storage for G4S's personnel while on the job site.
- d. All work to be performed by G4S's personnel is during normal business hours. Normal business hours are defined as Monday through Friday (excluding Federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

Please indicate your acceptance of the quote, scope of work, terms, exclusions, and assumptions, by signing below:

Company Name: _____

Name: _____

Title: _____

Signature: _____

Date: _____



City of Killeen

Legislation Details

File #: RS-15-086 **Version:** 1 **Name:** Stagecoach Rd Ph 2 Change Order No. 19
Type: Resolution **Status:** Resolutions
File created: 10/23/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing Change Order No. 19 to the Stagecoach Road Reconstruction, Phase 2 Project with McLean Construction, Inc.
Sponsors: Public Works Department, Transportation Division
Indexes: Stagecoach Road
Code sections:
Attachments: [Council Memorandum](#)
[Change Order](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE CHANGE ORDER NO. 19 TO THE STAGECOACH ROAD RECONSTRUCTION, PHASE 2 PROJECT WITH MCLEAN CONSTRUCTION, INC.

ORIGINATING DEPARTMENT

Public Works - Transportation Division

BACKGROUND INFORMATION

On July 30, 2013 (CCM/R 13-087R), City Council authorized the award of a construction contract (Bid 13-12) for the Stagecoach Road Reconstruction, Phase 2 project to McLean Construction, Inc. in the amount of \$17,171,171.10. This four and one-half mile project is a continuation of the Stagecoach Road reconstruction project from East Trimmier Road to Tyrel Drive. This project consists of rebuilding the existing two-lane rural roadway section with roadside ditches to a five-lane urban roadway section that contains a continuous center left turn lane with curb and gutter.

DISCUSSION/CONCLUSION

Dedications of public right-of-way from George and Patricia A. Mayo and from George and Song Ja Mayo were accepted on January 8, 2014. The dedications outline the conditions for improvements to the Mayo properties in exchange for right-of-way for the Stagecoach Road Improvements, Phase 2 project.

The improvements to the George and Patricia Mayo property consist of installing a wrought iron fence with brick and stone columns and a gate opener on the front portion of the property facing Stagecoach Road. Additionally, improvements to the George and Song Ja Mayo property consist of installing a wrought iron fence with brick and stone columns on the front portion of the property facing Stagecoach Road, removing existing fence, clearing the fence line, and installing chain link fence with a gate along the portion of the property facing Grove Lane.

FISCAL IMPACT

The total cost of Change Order No. 19 is a net increase of \$73,405.30, resulting in a revised total contract price of \$15,909,225.00. This change order plus previous Change Orders No. 1 through 18 result in an overall decrease of 7.35% to the original contract. Funds for this change order are available in the 2011 Certificate of Obligation Bond, Stagecoach Improvements, account number 343-3490-800.58-36, in the amount of \$73,405.30.

RECOMMENDATION

City staff recommends that City Council authorize the City Manager to execute Change Order No. 19 in the amount of \$73,405.30 for the Stagecoach Road Reconstruction, Phase 2 project with McLean Construction, Inc.

CHANGE ORDER

No. 19

DATE OF ISSUANCE October 16, 2015

EFFECTIVE DATE _____

OWNER: City of Killeen
 CONTRACTOR: McLean Construction
 Contract: Stagecoach Road Reconstruction Phase 2
 Project: Stagecoach Road Reconstruction Phase 2
 OWNER's Contract No. 310-004-C ENGINEER's Contract No. _____
 ENGINEER: Walker Partners, LLC.

You are directed to make the following changes in the Contract Documents:

Description: George and Patricia Mayo property improvements consist of installing a 6' wrought iron fence with brick columns and agate opener along the front of the property. Additionally, the George and Song Ja Mayo property improvements consist of installing a 6' wrought iron fence with brick columns along the front of the property, removing existing fence, clearing fence line, and installing a 4' chain link fence with a 12' gate. Add 20 days to project time.

Reason for Change Order: These items are needed to be performed in exchange for acquiring right-of-way on the Mayo properties.

Attachments: McLean Construction Change Order #19 Request form.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>17,171,171.10</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>18</u> : \$ <u><1,335,351.40></u>
Contract Price prior to this Change Order: \$ <u>15,835,819.70</u>
Net Increase of this Change Order: \$ <u>73,405.30</u>
Contract Price with all approved Change Orders: \$ <u>15,909,225.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>880</u> Ready for final payment: <u>910</u> (days or dates)
Net change from previous Change Orders No. <u>01</u> to No. <u>18</u> : Substantial Completion: <u>-69-</u> Ready for final payment: <u>-69-</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>949</u> Ready for final payment: <u>979</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>20</u> Ready for final payment: <u>20</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>969</u> Ready for final payment: <u>999</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: William K. Swearingin, P.E.
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: 10/22/15

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

McLean Construction

P.O. Box 10759

Killeen, Texas 76547

Phone (254) 634-4514 Fax (254) 634-4694



To: City of Killeen – Transportation
3201-A South WS Young Drive
Killeen TX 76542

30JUN15

Change Order #19 Request

(289)	6' Wrought Iron Fence w/ Brick / Rock Columns & Gate Opener. No mow strip is included in price	537	lf	\$ 106.90		\$ 57,405.30
(290)	4' Tall Chainlink Fence & 12' Gate. Remove Ex. Fenceline and Clear area for New Fence	800	lf	\$ 20.00		\$ 16,000.00

- Mayo Property ROW dedications.



Total Request change order amount is \$ 73,405.30

Request to Add 20 Days



City of Killeen

Legislation Details

File #: RS-15-087 **Version:** 1 **Name:** Sh 195/SH 201 PTF Change Order No. 18
Type: Resolution **Status:** Resolutions
File created: 10/23/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing Change Order No. 18 for the SH 195/SH 201 Interchange Pass-Through Financing (PTF) project with Anderson Columbia Co., Inc.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Change Order](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE CHANGE ORDER NO. 18 FOR THE SH 195/SH 1201 INTERCHANGE PASS-THROUGH FINANCING (PTF) PROJECT WITH ANDERSON COLUMBIA CO., INC.

ORIGINATING DEPARTMENT

PUBLIC WORKS - TRANSPORTATION DIVISION

BACKGROUND INFORMATION

On August 23, 2011 (CCM-R 11-131R), City Council awarded a construction contract to Anderson Columbia Co., Inc. (Bid No. 11-22) for the SH 195/SH 201 Interchange Pass-Through Financing project. This project included the construction of a new interchange 0.68 miles north and south of the SH 195/SH 201 interchange, a bridge over SH 201, entrance and exit ramps, turnarounds, and reconstruction of two (2) eastbound lanes with a raised median on SH 201.

DISCUSSION/CONCLUSION

Change Order No. 18 provides for the final adjustment of project quantities on the SH 195/SH 201 PTF project. These adjustments take into account all overruns and underruns of the project items listed in the contract documents. Some of the major items that were overrun are the following: excavation, backfill, hot mix asphalt type C, concrete, RC pipe, conduit, and radar devices. Some of the major items that were underrun are the following: landscaping, lime treatment, hot mix asphalt type B & D, temporary shoring, detour construction, concrete driveways, and pavement sealer.

FISCAL IMPACT

Change Order No. 18 will decrease the expenditures for the Pass-Through Financing 195/201 Construction Fund, General Obligation Bonds, SH 195/SH 201 Interchange account number 342-3490-800.58-34. The total cost of these changes is a net decrease of \$948,880.71, for a total contract price of \$13,846,654.90, or an overall 9.12% decrease to the contract.

RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to execute Change Order No. 18 with Anderson Columbia Co., Inc., thereby decreasing the cost of the contract by \$948,880.71.

CHANGE ORDER

No. 18

DATE OF ISSUANCE 10/20/15

EFFECTIVE DATE _____

OWNER: City Of Killeen
CONTRACTOR: Anderson Columbia Company, Inc.
Contract: Bid No. 11-22
TxDOT Project: PTF 1102 (055) SH 195 At SH 201 Interchange
TxDOT Control No.: 0836-02-050, etc.
ENGINEER's Contract No. 151540
ENGINEER: Richard Klatt - HDR

You are directed to make the following changes in the Contract Documents:
Description: See attached breakdown for Change Order 18 quantity over runs and under runs

Reason for Change Order: This change order provides for the final adjustment of project quantities

Attachments: Change Order worksheet

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>15,235,438.25</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>17</u> : \$ <u>(439,902.64)</u>
Contract Price prior to this Change Order: \$ <u>14,795,535.61</u>
Net increase (decrease) of this Change Order: \$ <u>(948,880.71)</u>
Contract Price with all approved Change Orders: \$ <u>\$13,846,654.90</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: William K. Swearingen, P.E.
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: 10/22/15

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER



City of Killeen

Legislation Details

File #: RS-15-088 **Version:** 1 **Name:** Change Order No. 3 Trimmier Rd Widening
Type: Resolution **Status:** Resolutions
File created: 10/29/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing Change Order No. 3 for the Trimmier Road Widening Project with McLean Construction, Inc.
Sponsors: Public Works Department, Transportation Division
Indexes: Trimmier Road Widening
Code sections:
Attachments: [Council Memorandum](#)
[Change Order](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 3 WITH MCLEAN CONSTRUCTION, INC, FOR THE TRIMMIER ROAD WIDENING PROJECT

ORIGINATING DEPARTMENT

PUBLIC WORKS - TRANSPORTATION DIVISION

BACKGROUND INFORMATION

Due to the increasing volumes of traffic on and around Trimmier Road, on March 26, 2013, the City Council authorized staff to enter into a Professional Services Agreement with Mitchell and Associates, Inc., to prepare the designs for road widening and additional access improvements along Trimmier Road spanning from Jasper Drive to Elms Road to coincide with construction being completed through the Texas Department of Transportation's (TxDOT) US 190 widening project (See CCM/R 13-029R). On May 30, 2013, the Killeen-Temple Metropolitan Planning Organization (KTMPO) distributed nomination forms for the Statewide Transportation Planning Metropolitan Mobility (STP-MM) Category 7 funds, which was an opportunity to help fund the projects within the Trimmier corridor. On September 18, 2013, the KTMPO awarded \$2,000,000 to the City of Killeen for the Category 7 project with a City match for the estimated balance of the portion of the project submitted. On February 25, 2014, City Council authorized funding the remainder of the Trimmier widening project and several other contiguous projects to include the extension of Lowe's Boulevard to Florence Road and improvements to WS Young Drive (CCM/R 14-023R). Following advertising for bids in August 2014, on September 23, 2014, City Council awarded a construction contract to McLean Construction, Inc. in the amount of \$6,845,845.00 (CCM/R 14-129R).

DISCUSSION/CONCLUSION

Change Order No. 3 modifies plan quantities of items of work on the Trimmier Road Widening Project for portions of Trimmier Road, Lowe's Boulevard (Lowe's), and a north-south connector spanning from Lowe's to the eastbound Central Texas Expressway frontage road. Change Order No. 3 also adds additional work items to the project as necessary to realign Lowe's and the north-south connector road portions of the project. This redesign provides for realignment of the roadways and reconfiguration of the storm drainage system, including adding a detention pond, which optimizes the area for necessary connectivity and mobility.

FISCAL IMPACT

Change Order No. 3 will increase the expenditure for the Trimmier Road Widening project in the Trimmier Road Widening Project account, 347-3490-800.58-76.

The total cost of the change is a net increase in the amount of \$401,246.50, resulting in a total contract price of \$7,283,069.50, or a cumulative 6.39% increase to the original contract.

RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute Change Order No. 3 with McLean Construction, Inc., increasing the cost of the contract by \$401,246.50.

CHANGE ORDER

No. 3

OWNER: CITY OF KILLEEN
CONTRACTOR: McLean Construction, Inc
Contract: CSJ 0909-36- 147 RPIC: William K. Swearingen, Jr., P.E.
Project: Trimmier Road Widening
OWNER's Contract No. 313-002 OWNER's Bid No. 14-14
ENGINEER: William K. Swearingen, Jr, P.E. ENGINEER's Contract No. N/A

You are directed to make the following changes in the Contract Documents:

Description: This change order will modify plan quantities of items of work on Trimmier Road and, due to a change in design, on the Lowes Blvd. Extension between Florence Rd. and Gateway Blvd. and the N.S. Connector roadway from Lowes Blvd. to the eastbound Central Texas Expressway.

Reason for Change Order: Item 502-2001, Barricades, Signs & Traffic Handling, needed to be increased because additional time added to the project. Realignment of the Lowes Blvd. Extension and the N.S. Connector road, and reconfiguration of storm drainage, including the detention pond, resulted in changes in bid quantities and adding additional items of work. (See attached worksheet.) The unit bid price for the work was reviewed and found to be fair, reasonable, and equitable.

Attachments: Bid Items worksheet.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>6,845,845.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>2</u> ; \$ <u>35,978.00</u>
Contract Price prior to this Change Order: \$ <u>6,881,823.00</u>
Net increase (decrease) of this Change Order: \$ <u>401,246.50</u>
Contract Price with all approved Change Orders: \$ <u>7,283,069.50</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>572</u> Ready for final payment: <u>602</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>2</u> ; Substantial Completion: <u>177</u> Ready for final payment: <u>177</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>749</u> Ready for final payment: <u>779</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>175</u> Ready for final payment: <u>175</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>924</u> Ready for final payment: <u>954</u> (days or dates)

RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

Date: _____

APPROVED:

By: _____
TxDOT (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



City of Killeen

Legislation Details

File #: RS-15-089 **Version:** 1 **Name:** STEP IX-B Construction Contract Recommendation
Type: Resolution **Status:** Resolutions
File created: 11/3/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 16-04 for a construction contract to Bell Contractors, Inc., to construct the Septic Tank Elimination Program Phase IX-B Project.
Sponsors: Public Works Department, Water & Sewer, Engineering
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Recommendation Letter](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Bid Recommendation - Bid No. 16-04 for the Septic Tank Elimination Program (STEP) Phase IX-B

ORIGINATING DEPARTMENT

Public Works/Water and Sewer Division

BACKGROUND INFORMATION

On Tuesday March 11, 2014, the City executed an agreement for professional engineering and surveying services with The Wallace Group, Inc., for the Septic Tank Elimination Program (STEP) Phase IX Project. STEP IX includes 91 lots in the Tanglewood Estates Subdivision, which is generally located near Turkey Trot and Stagecoach Road. Due to the size of the project, City staff asked The Wallace Group to design the project contemplating two phases of construction. Bell Contractors, Inc., was awarded the contract and has completed the construction of STEP IX-A. On Wednesday October 28, 2015, bids were opened and read aloud for the construction portion of STEP IX-B. At the time of bidding, 23 of the 39 property owners in the STEP IX-B area had paid their \$350.00 deposit and completed their STEP agreement.

DISCUSSION/CONCLUSION

Four contractors submitted bids on this project. The bids are as follows:

BIDDERS	BID
Bell Contractors, Inc.	\$552,069.40
Wauters Engineering, LLC	\$699,140.32
Skyblue Utilities, Inc.	\$778,486.02
M&C Fonseca Construction, Inc.	\$985,660.40

The Wallace Group and City staff have reviewed each bid for conformance with the contract documents and for bid balance. Based upon this evaluation and past work experience, City staff and The Wallace Group recommend the award of bid contract to Bell Contractors, Inc.

FISCAL IMPACT

Funding for STEP IX-B project is available in the amount of \$552,069.40 through account number 550-9590-495.62-79 of the Water and Sewer Fund.

RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into a contract with Bell Contractors, Inc., in the amount of \$552,069.40 to construct the Septic Tank Elimination Program Phase IX-B Project. City staff also recommends that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.



THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

October 30, 2015

Mr. Steve Kana, P.E.
City of Killeen
P.O. Box 1329
Killeen, Texas 76540-1329

Re: Tanglewood Estates Septic Tank Elimination Program
(STEP) Ph IX-B

Dear Mr. Kana:

Bids for the above referenced project were received and opened on October 28, 2015. A total of four bids were received, with the pricing as follows:

Contractor	Base Bid
Bell Contractors, Inc.	\$552,069.40
Wauters Engineering, LLC	\$699,140.32
Skyblue Utilities, Inc.	\$778,486.02
M&C Fonseca Construction Co., Inc.	\$985,660.40

Bell Contractors, Inc. has constructed several projects for the City of Killeen and does quality work. The Wallace Group recommends that the City of Killeen award Phase IX-B to Bell Contractors, Inc. the contract for the Tanglewood Estates STEP Ph IX-B project in the amount of \$552,069.40. Please contact me if you have any questions.

Sincerely,

Paul M. Boyer, P.E., CFM
Project Manager
The Wallace Group, A CP&Y Company

PMB:lld

Enclosure: Bid Tabulation

Cc: File

Project # 23155

www.wallace-group.com

WACO KILLEEN DALLAS ROUND ROCK

3010 Illinois Avenue, Suite 100, Killeen, Texas 76543 | 254.554.5959
TBPE F-54 TBPLS 10051700

CITY OF KILLEEN TANGLEWOOD ESTATES SEPTIC TANK ELIMINATION PROJECT PH IX-B (STEP 9) BID NO.: 16-04 PROJECT #23155 OCTOBER 28, 2015				BIDDERS							
				Bell Contractors, Inc.		Wauters Engineering, LLC		Skyblue Utilities, Inc.		M & C Fonseca Construction Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
1.01	Mobilization (Not to exceed 5% of Total Bid less this Item)	LS	1	28,000.00	\$ 28,000.00	33,000.00	\$ 33,000.00	11,200.00	\$ 11,200.00	32,000.00	\$ 32,000.00
1.02	Site Preparation including trimming, tree removal, removal and replacement of misc. structures, etc.	LS	1	15,800.00	\$ 15,800.00	61,205.11	\$ 61,205.11	16,800.00	\$ 16,800.00	4,800.00	\$ 4,800.00
1.03	Traffic Control and Barricading	LS	1	6,000.00	\$ 6,000.00	2,200.90	\$ 2,200.90	3,360.00	\$ 3,360.00	6,600.00	\$ 6,600.00
1.04	Trench Safety Plan	LS	1	750.00	\$ 750.00	1,100.27	\$ 1,100.27	1,456.00	\$ 1,456.00	4,500.00	\$ 4,500.00
1.05	Trench Safety Implementation	LF	4,589	1.40	\$ 6,424.60	2.66	\$ 12,206.74	1.12	\$ 5,139.68	3.00	\$ 13,767.00
1.06	6-inch PVC SDR 26 Wastewater Line, (0'-5' deep trench)	LF	123	29.90	\$ 3,677.70	41.22	\$ 5,070.06	62.46	\$ 7,682.58	58.75	\$ 7,226.25
1.07	6-inch PVC SDR 26 Wastewater Line, (5'-10' deep trench)	LF	4,320	31.90	\$ 137,808.00	54.82	\$ 236,822.40	73.66	\$ 318,211.20	62.90	\$ 271,728.00
1.08	6-inch PVC SDR 26 Wastewater Line, (10'-15' deep trench)	LF	240	39.40	\$ 9,456.00	60.69	\$ 14,565.60	84.86	\$ 20,366.40	68.85	\$ 16,524.00
1.09	6-inch 150 PSI (min.) PVC Wastewater Line, (0'-5' deep trench)	LF	11	30.10	\$ 331.10	44.77	\$ 492.47	66.72	\$ 733.92	60.00	\$ 660.00
1.10	6-inch 150 PSI (min.) PVC Wastewater Line, (5'-10' deep trench)	LF	29	32.80	\$ 951.20	58.36	\$ 1,692.44	77.92	\$ 2,259.68	64.15	\$ 1,860.35
1.11	Slick bore Under Obstructions for 6-inch Wastewater Line	LF	640	170.00	\$ 108,800.00	111.23	\$ 71,187.20	112.00	\$ 71,680.00	228.50	\$ 146,240.00
1.12	Standard 4-foot Diameter Manhole (0'-5')	EA	2	3,300.00	\$ 6,600.00	2,793.95	\$ 5,587.90	3,004.37	\$ 6,008.74	3,800.00	\$ 7,600.00
1.13	Standard 4-foot Diameter Manhole (5'-10')	EA	11	3,700.00	\$ 40,700.00	3,607.93	\$ 39,687.23	3,840.08	\$ 42,240.88	4,350.00	\$ 47,850.00
1.14	Standard 4-foot Diameter Manhole (10'-15')	EA	1	4,000.00	\$ 4,000.00	4,652.86	\$ 4,652.86	5,654.07	\$ 5,654.07	4,800.00	\$ 4,800.00
1.15	Standard 4-foot Diameter Drop Manhole (5'-10')	EA	1	4,600.00	\$ 4,600.00	3,927.96	\$ 3,927.96	4,147.23	\$ 4,147.23	4,250.00	\$ 4,250.00
1.16	Standard 4-foot Diameter Drop Manhole (10'-15')	EA	1	4,700.00	\$ 4,700.00	5,167.60	\$ 5,167.60	6,265.93	\$ 6,265.93	5,200.00	\$ 5,200.00
1.17	Doghouse 4-foot Diameter Drop Manhole (5'-10')	EA	1	4,900.00	\$ 4,900.00	5,682.89	\$ 5,682.89	2,632.00	\$ 2,632.00	4,550.00	\$ 4,550.00
1.18	6-inch Wastewater Cleanout	LF	3	680.00	\$ 2,040.00	1,646.96	\$ 4,940.88	877.37	\$ 2,632.11	450.00	\$ 1,350.00
1.19	4-inch Wastewater Service Tap Only including Cleanout, Remove & Replace Fence, Block Sod, Remove and Replace Curb & Gutter, Pavement Repair, Etc.	EA	9	1,200.00	\$ 10,800.00	1,483.53	\$ 13,351.77	1,193.20	\$ 10,738.80	2,800.00	\$ 25,200.00
1.20	House Connection & Septic Tank abandonment. Includes Service Tap, 4-inch Yard Service Line, collapsing septic tanks, cleanouts, block sod, etc.	EA	30	3,500.00	\$ 105,000.00	3,000.00	\$ 90,000.00	5,264.00	\$ 157,920.00	5,800.00	\$ 174,000.00
1.21	18" CMP Culvert including channel excavation/grading to drain	EA	12	35.00	\$ 420.00	221.89	\$ 2,662.68	952.00	\$ 11,424.00	2,200.00	\$ 26,400.00
1.22	Remove and Replace Concrete Driveway	LF	30	30.60	\$ 918.00	247.50	\$ 7,425.00	35.84	\$ 1,075.20	84.00	\$ 2,520.00
1.23	Remove and Replace Concrete Riprap	LF	10	30.60	\$ 306.00	192.55	\$ 1,925.50	26.88	\$ 268.80	86.00	\$ 860.00
1.24	Remove and Replace Metal Fence	LF	10	57.40	\$ 574.00	302.57	\$ 3,025.70	39.20	\$ 392.00	117.00	\$ 1,170.00
1.25	Remove and Replace Chain Link Fence	LF	370	7.50	\$ 2,775.00	31.17	\$ 11,532.90	6.72	\$ 2,486.40	86.00	\$ 31,820.00
1.26	Remove and Replace Wire Fence	LF	40	11.10	\$ 444.00	27.51	\$ 1,100.40	4.48	\$ 179.20	42.00	\$ 1,680.00
1.27	Adjust 6-inch Water Line	EA	1	2,600.00	\$ 2,600.00	2,231.35	\$ 2,231.35	6,720.00	\$ 6,720.00	4,800.00	\$ 4,800.00
1.28	Asphalt Pavement Surface Replacement	LF	491	49.80	\$ 24,451.80	36.23	\$ 17,788.93	78.40	\$ 38,494.40	42.80	\$ 21,014.80
1.29	Gravel Surface Replacement	LF	20	12.10	\$ 242.00	12.93	\$ 258.60	7.84	\$ 156.80	34.50	\$ 690.00
1.30	Landscape restoration to original condition including Top Soil, Mulch, Gravel, Rock, Block Sod, and/or Seeding	EA	1	18,000.00	\$ 18,000.00	38,646.98	\$ 38,646.98	20,160.00	\$ 20,160.00	114,000.00	\$ 114,000.00
					² \$ 552,069.40		⁴ \$ 699,140.32		\$ 778,486.02		\$ 985,660.40
						1. Contractor bid \$1,050.00					
						2. Contractor Bid \$552,699.40					
							3. Contractor bid \$7,426.80				
							4. Contractor bid \$699,142.12				



City of Killeen

Legislation Details

File #: RS-15-090 **Version:** 1 **Name:** Sewer Evaluation Survey Phase 3 Contract Amendment No. 1
Type: Resolution **Status:** Resolutions
File created: 11/3/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing Change Order No. 1 for the Sewer Line Sanitary Sewer Evaluation Survey Phase 3 Project with Pipeline Analysis, LLC.
Sponsors: Water & Sewer, Public Works Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Change Order](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Change Order No. 1 for the Sewer Line Sanitary Sewer Evaluation Survey Phase 3 Project

ORIGINATING DEPARTMENT

Public Works/Water and Sewer Division

BACKGROUND INFORMATION

On Tuesday, April 8, 2014, the City Council awarded a professional services agreement with Pipeline Analysis, LLC, for the Sewer Line Sanitary Sewer Evaluation Survey (SSES) Phase 3 Project. This project includes the evaluation of 680,789 feet of sewer line located in the nine sanitary sewer basins that make up the Phase 3 area. Pipeline Analysis has completed all the contracted work for this project.

DISCUSSION/CONCLUSION

Change Order No. 1 reconciles the estimated contract quantities to the actual quantities of work performed. The actual contract quantities of smoke testing, dye flooding, cleaning, and CCTV inspection were under the contract estimates.

FISCAL IMPACT

Change Order No. 1 results in a \$57,531.57 reduction to the original contract price of \$429,375.92. The funds from this change order can be returned to Account Number 386-3495-800.54-77 of the 2013 Water and Sewer Bond Fund.

RECOMMENDATION

City staff recommends that the City Council authorize Change Order No. 1 with Pipeline Analysis, LLC, decreasing the final cost of the contract by \$57,531.57.

CHANGE ORDER

No. 1(ONE)

DATE OF ISSUANCE November 3, 2015

EFFECTIVE DATE _____

OWNER City of Killeen

CONTRACTOR Pipeline Analysis, LLC

Contract: Sewer Line SSES Phase 3

Project: Sewer Line SSES Phase 3

OWNER's Contract No. 514-003

ENGINEER's Contract No. _____

ENGINEER The City of Killeen

You are directed to make the following changes in the Contract Documents:

Description:

Reconciliation of the estimated contract quantities and final quantities of work performed

Reason for Change Order:

City's Request

Attachments: (List documents supporting change)

Contractor's Letter of 10/29/2015; Change Order No. 1; Itemized Changes

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>429,375.92</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0</u>
Contract Price prior to this Change Order: \$ <u>429,375.92</u>
Net increase (decrease) of this Change Order: \$(<u>57,531.57</u>)
Contract Price with all approved Change Orders: <u>\$371,844.35</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>270</u> Ready for final payment: <u>300</u> (days)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>270</u> Ready for final payment: <u>300</u> (days)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>270</u> Ready for final payment: <u>300</u> (days)

RECOMMENDED:

By: Steven J. Klein
ENGINEER (Authorized Signature)

Date: 11/3/15

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 11-3-15

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



Change Order No. 1

To: Steven L. Kana
 Project Manager
 City of Killeen Engineering
 200 East Avenue D
 Killeen, TX 76541
 (254) 501-7623
 (254) 501-7628 (fax)
skana@ci.killeen.tx.us

From: James H. Forbes, Jr., P.E.

Date: October 29, 2015

Re: Change Order No. 1 – Phase V – Smoke Test Basins 5,6,8,9,11,12,17,22 and 22A

The following is a reconciliation of the estimated contract quantities and final quantities for work performed on the above referenced project. The actual contract quantities of smoke testing, dye flooding, cleaning and CCTV inspection were under the contract estimates.

The total project cost is \$57,531.57 under the negotiated contract not to exceed amount. This Change Order No.1 reduces the contract from \$429,375.92 to \$371,844.35.

Should you have any questions, please advise.

Task Description	Contract Quantity	Unit Price	Contract Amount	Final Quantity	Total Billed	Total Remaining
Mobilization	Lump Sum	Lump Sum	\$3,680.00	100%	\$3,680.00	\$0.00
Smoke Testing	680789	\$0.38	\$258,699.82	677425	\$257,421.50	\$1,278.32
Dye Water Flooding	20	\$210.00	\$4,200.00	6	\$1,260.00	\$2,940.00
Preparatory Line Cleaning **	102,118	\$1.95	\$0.00	0%	\$0.00	\$0.00
CCTV Inspection	102,118	\$1.15	\$117,436.10	55759	\$64,122.85	\$53,313.25
Zoom Camera Inspection	0	\$150.00/ setup	\$0.00	0	\$0.00	\$0.00
Admin., Project Mgmt.	Lump Sum	Lump Sum	\$3,915.00	100%	\$3,915.00	\$0.00
Defect Analysis/ Rehab. Est.	Lump Sum	Lump Sum	\$9,645.00	100%	\$9,645.00	\$0.00
Draft / Final Report	Lump Sum	Lump Sum	\$31,800.00	100%	\$31,800.00	\$0.00
TOTAL			\$429,375.92		\$371,844.35	\$57,531.57

Total Contract	\$429,375.92	100%
Final Invoiced Total	\$371,844.35	87%
Total Remaining	\$57,531.57	13%



City of Killeen

Legislation Details

File #: RS-15-091 **Version:** 1 **Name:** Professional Service Agreement-Airport Master Plan
Type: Resolution **Status:** Resolutions
File created: 11/3/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing a professional services contract with Garver, LLC, for the development of a new airport master plan.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Contract](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

PROFESSIONAL SERVICES CONTRACT FOR AN AIRPORT MASTER PLAN

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

On June 23, 2015, following competitive RFQ process, the City Council approved the selection of Garver, LLC to perform architectural, planning, and engineering services for a period of up to five years for the Killeen-Fort Hood Regional Airport (KFHRA). On September 22, 2015, the City Council approved acceptance of an Airport Improvement Program (AIP) grant from the Federal Aviation Administration (FAA) in the amount of \$900,000.00 for the development of an airport master plan for KFHRA.

DISCUSSION/CONCLUSION

In 2002, during the construction of KFHRA, an airport master plan (AMP) study was conducted to evaluate the future needs of both the former Killeen Municipal Airport and the future Killeen-Fort Hood Regional Airport. Since the KFHRA was not in operation and construction had only just begun, this portion of the master plan was based solely on the airport design, consultant forecasts, and various operational and financial assumptions. Now that the airport has eleven (11) years of operational experience, it is necessary for a standalone AMP that will guide the airport's short-, medium- and long-term development plans to meet future airport aviation and financial demand.

To that end, staff has negotiated a professional services contract with Garver, LLC, in the amount of \$993,540.00 to perform the professional services associated with the development of an AMP for the KFHRA.

FISCAL IMPACT

This contract is funded with an FAA AIP grant at 90% of the total cost. The remaining 10% match requirement is funded with the Aviation Capital Improvement Fund RGAAF Project Expenditure account. Staff has initiated a new Passenger Facility Charge (PFC) application that will include this project to provide for the reimbursement of the accounts used to meet the 10% match requirement. Funding in the amount of \$993,540.00 is available in account numbers 525-0515-521.98-25 Airport Master Plan and 331-3490-800.57-80 RGAAF Project.

RECOMMENDATION

City Council authorize the City Manager to execute a professional services contract with Garver, LLC, in the amount of \$993,540.00 and that it expressly authorize the City Manager to execute any and all change orders or supplemental agreements within the amounts set by state and local law.



AGREEMENT FOR PROFESSIONAL SERVICES

**City of Killeen
Killeen, Texas
Project No. 15181081**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Killeen** of Killeen, Texas hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Generally, the scope of services includes developing a new airport master plan at Killeen-Fort Hood Regional Airport.

GARVER will provide professional services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Owner.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. GARVER will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work on a mutually agreeable schedule.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER based on progress payments for the lump sum amounts shown in Table 1. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

Table 1

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Administration, Initiation, and Introduction	\$66,650	Lump Sum
Airport Inventory	\$89,910	Lump Sum
Forecasts of Aviation Demand	\$42,200	Lump Sum
Facility Requirements	\$107,580	Lump Sum
Alternatives	\$151,620	Lump Sum
Recommended Development and Environmental Overview	\$66,520	Lump Sum
Capital Improvement Plan and Financial Plan	\$119,110	Lump Sum
Airport Layout Plan	\$65,220	Lump Sum
Aeronautical Survey and Geographic Information System Data/Tools	\$175,500	Lump Sum
Final Documentation/Coordination Meetings	\$109,230	Lump Sum
TOTAL FEE	\$993,540.00	Lump Sum

The total amount to be paid under this agreement is \$993,540. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B.

GARVER will request progress payments, and the Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates will be increased annually with the first increase effective on or about July 1, 2016.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER



of all decisions within a reasonable time so as not to delay the work of GARVER.

2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall, to the extent allowed by law, indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall, to the extent allowed by law, indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages,



losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER 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, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after the Owner makes final



payment and all other pending matters are closed.

GARVER shall submit to the Owner deliverables identified for each Task as described in Appendix A.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees, to the extent allowed by law, to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees, to the extent allowed by law, to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

Not used.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's collectable insurance proceeds for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

SECTION 6 - CONTROL OF SERVICES

This is a Texas Contract and in the event of a dispute concerning a question of fact in connection with



the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Texas, and venue shall be in Bell County.

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – OTHER

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

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.

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.

SECTION 9 – APPENDICES AND EXHIBITS

- 9.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 9.1.1 Appendix A – Scope of Services
 - 9.1.2 Appendix B – Fee Summary
 - 9.1.3 Appendix C – Certification of Engineer
 - 9.1.4 Appendix D – Mandatory Federal Contract Provisions For Professional Services Contracts



APPENDIX A
SCOPE OF SERVICES
Killeen-Fort Hood Regional Airport
Airport Master Plan

GENERAL

In accordance with the requirements of the Federal Aviation Administration (FAA) and for the City of Killeen, Aviation Department (Airport Sponsor), this Scope of Services outlines the tasks necessary to conduct an Airport Master Plan (AMP) for the Killeen-Fort Hood Regional Airport (GRK). The airfield is a joint-use military facility owned by the United States Department of Defense (DoD), operated as Robert Gray Army Airfield; however, the Killeen-Fort Hood Regional Airport is owned by the City of Killeen. This AMP will entail the determination of trends and activities affecting GRK, and the preparation of a plan to guide future airport development. It will be developed in accordance with FAA guidance found in the pertinent and applicable Advisory Circulars (AC).

Development of an AMP is a step toward achieving continuity in the development of community services for residents and commercial/industrial interests in the City of Killeen and the Killeen-Temple Metropolitan Statistical Area (KTMSA). Proper planning and timely development at GRK will ensure the continued viability of the facility from a functional, social, and environmental perspective. The master plan will provide the Airport Sponsor and GRK with a comprehensive overview of the airport's needs for the next 20-year time period, including a preferred development plan, costs for this development, methods of financing, management options, and a clear plan of action.

The AMP will act to define the current and future role of the GRK facilities within the local, regional, and national aviation system. The master planning activities will also provide a capital improvement program for future airport development, as well as an environmental overview delineating the relationship of GRK with the surrounding environment. This planning effort will result in the development of a computerized Airport Layout Plan meeting FAA criteria.

The approach to undertake the Master Plan Study has been outlined in the following elements of this Scope of Services.

ELEMENT 1 - PROJECT ADMINISTRATION, INITIATION, AND INTRODUCTION

Task 1.1 – Project Administration and Support

Garver (Consultant) will serve as the Airport Sponsor's representative throughout the AMP and furnish consultation and advice to the Airport Sponsor during the performance thereof. The Consultant will coordinate funding options with the FAA and will prepare and E-File all necessary documentation required to fulfill project programming and air spacing requirements. The Consultant will prepare all necessary grant applications and supporting documents for the Airport Sponsor's submission to the FAA. The Consultant will prepare and submit all FAA project documents/working papers, project tracking documents, and quarterly performance reports. The Consultant will prepare and submit all required project close-out documents to the FAA and other agencies, as appropriate.

Task 1.2 – Prepare Scope of Work, Budget, and Schedule

In accordance with FAA guidelines and in coordination with GRK and FAA instructions, the Consultant will prepare an outline of the basic elements of the AMP and identify respective individual work tasks



necessary to meet both the requirements set by the Airport Sponsor and FAA for each element of the work scope. A detailed description of each individual work task describing specific work effort involved and resultant work product/deliverables of the work effort will be prepared.

Task 1.3 - Establish Project Committees

Two committees will be established to guide the study process and provide review and input to draft reports and working documents throughout the planning process. The first committee, titled the Executive Committee (EC), will be comprised of staff from the Airport, City of Killeen, and FAA. The EC will provide project review, oversight, and direction for the Consultant and the Master Plan Steering Committee (MPSC). The EC will appoint the members of the MPSC and direct them in their efforts during project development. The MPSC will serve in the capacity of a sounding board and linkage to airport users, including local, state, and federal agencies and the general public. The MPSC will be composed of the EC and other local community and planning agency representatives from the KTMSA, and tenants and other affected airport users. In addition, the EC may opt to include representation from neighborhood or homeowner's associations, economic development corporations, school districts, environmental groups, and Chamber of Commerce from the various cities within the KTMSA. The MPSC will provide technical and community review, as well as input and guidance to the GRK AMP.

Task 1.4 – Kick-off Meeting – Sponsor, Airport, and Committees

A formal Kick-off Meeting will be held with the EC and MPSC to review the vision, mission, and attributes of GRK through a strengths, weakness, opportunities and threats (SWOT) analysis process and to review the project schedule, goals, and objectives. The SWOT analysis will be used to guide the study process. The MPSC will receive instruction and direction for their involvement and time commitment during the airport master planning process.

Task 1.5 – Killeen Fort Hood Regional Introduction Narrative

An introduction chapter to the master plan will be prepared to include an introduction to the purpose and need for the master plan and process. It will document the public involvement process and project committees, and discuss the SWOT analysis completed with the project committees. The airport locality within the community and region will be documented along with an overview of Airport Sponsor hierarchy and management for GRK.

Study workbooks will be developed with twenty-five (25) standard three-ring notebooks provided for distribution to the Sponsor, Consultant Team, FAA, and committee members for use during the AMP study. A workbook cover will be designed and the workbook format will be developed with sections for inserting working papers, notes, and other pertinent project information.

Task 1.6 – Killeen City Council Briefing

The Killeen City Council will be briefed by the Consultant during a regular workshop session. This briefing will ensure Council is aware of the project schedule and major objectives and milestones.

Task 1.7 – Tenant/Public Open-House

As the initial part of a public involvement campaign during the GRK AMP process a tenant/public open-house meeting will be held. The purpose of this meeting will be to inform GRK tenants and the general public about the project scope and schedule, and to solicit public/tenant input. This meeting



will be conducted at an appropriate location within the City of Killeen. This meeting will be an informal, open-house meeting designed around a two-hour block of time after normal working hours. As an open-house meeting attendees will be invited to attend at their leisure anytime during the meeting period. GRK and Consultant staff will be in attendance to answer any questions and receive specific comments that could help guide/impact the AMP process.

ELEMENT 2 - INVENTORY OF EXISTING CONDITIONS

Task 2.1 - Review and Evaluate Existing Documents

Existing reports and studies pertaining to airport and surrounding area planning and development will be collected. These studies will provide essential background and reference information to enhance understanding of existing and projected airport activities, as well as provide insight into relevant planning issues and constraints. Each relevant study will be reviewed for all pertinent civilian and military records that may impact the master planning process. This task will be completed through a physical inventory of existing facilities, personal on-site interviews of key stake-holders, and other resource gathering techniques. This task will also include the acquisition of relevant property information to be used in the study but will not include a new property survey.

Task 2.2 - Inventory Airport Physical Facilities

The facilities inventory will consist of an on-site review of existing airfield and landside facilities with attention focusing on their size, condition, use, and configuration. Included in this inventory will be the identification of property owned/leased by the Airport Sponsor and its existing use. Following is an outline of key elements to be inventoried:

- **Airfield** – Runway/taxiway configuration including pavement strength and condition, marking, signage, lighting, navigational aids, aircraft circulation, and access to airport operational areas will be reviewed;
- **Terminal Building** – Airside and landside components of the current terminal building facility will be inventoried. Externally, on the airside, attention will be focused on the number and configuration of aircraft ramp positions and boarding bridges. On the landside, the external focus will be on automobile circulation, parking, and access. Internally, the focus will be on passenger circulation within the terminal building, distribution of space by functional use, number of gates, facility utilization, and age and condition of the terminal building. The terminal building analysis will include the extent of compliance relative to basic building codes. A general building code and regulatory review will be conducted for the existing terminal building. The adequacy/utilization and condition of the security screening facilities and procedures will be addressed as well;
- **Corporate Aviation Facilities** – Structures devoted for the use of corporate aviation and fixed base operator (FBO) operations will be identified and evaluated as to their ownership, size, use (maintenance hangar, storage hangar, office, etc.), age and/or condition, and tenant lease information. These facilities including ramp areas and number of tiedowns will be identified and quantified by area or other appropriate measure. Age or condition of the facility will be identified as will the utilization and location;



- **Land Holdings** – Airport Sponsor land interests for GRK, including areas owned in fee simple and easement interests, will be identified. Lease holdings by the Airport Sponsor from the DoD will be documented within the master plan. This information will be incorporated into the ALP Update, as appropriate;
- **Airport Automobile Access and Parking Facilities** – The following parking components will be inventoried: geometrics of short-term, long-term, employee parking, cell phone lots, parking access/revenue control equipment, operating methodologies, signage, and rate structure;
- **Support Facilities** – Utilities supporting GRK civilian operations will be reviewed. The water system, sewer system, storm water system, gas distribution system, electrical distribution system, and telephone service will be identified and evaluated. This information is of particular importance in the assessment of alternative airport development options and the recommendations relating to the future aeronautical and non-aeronautical land use patterns. Airport support facilities to be inventoried will include, but not necessarily be limited to, airport rescue and firefighting (ARFF) facilities and equipment, rental car services and facilities, airport administration, fueling facilities, and airport maintenance shops and equipment; and,
- **Airport Recycling, Reuse, and Waste Reduction** – The following tasks will be completed as a part of the inventory process for airport recycling program:
 - Collect baseline information on GRK's waste management program;
 - Assess existing waste management program;
 - Assess opportunities for expansion of recycling program;
 - Develop recommendations for improving the recycling program; and,
 - Measure performance through development of a spreadsheet to enable continuous monitoring of recycling performance at GRK.

Task 2.3 – Airspace/Air Traffic Control

Air traffic control facilities responsible for handling traffic into and out of GRK will be identified and their procedures, as they relate to GRK, will be analyzed. An inventory of the area airspace will be undertaken with emphasis on the identification of airways, restricted areas, intersections, and obstructions. This task will identify operational limitations due to traffic interactions with other airports, reserved airspace, noise abatement procedures, airfield facilities and design, air traffic control towers, and existing or programmed NAVAIDS.

Task 2.4 – Airport Service Area and Commercial Catchment Zone

Identification of area airports with an evaluation of services to compare these to GRK will be completed to establish a specific area the airport serves for general aviation (GA)/corporate traffic. Factors considered in the evaluation and establishment of a service area for GRK include: FBO type services, fuel availability, hangar storage, tiedowns, roadway access, and professional judgement. A review of aircraft registration information within local zip codes will be completed to identify a corporate airport service area.

A geographic commercial service catchment area for GRK and surrounding commercial service airports will be reviewed to identify the potential market size and GRK's region and total source of



demand for air carrier and cargo operations. The GRK catchment area will be based on population centers, highway access, numbers of carriers serving a specific airport, other commercial airport locations and distances to population centers, historic enplanements, origin versus destination considerations, nonstop service destinations, and cargo facilities/services.

Task 2.5 - Vicinity Land Use/Land Use Controls

Existing land use mapping, aerial photography, comprehensive/thoroughfare plans, floodplain maps, and other documentation pertaining to current and future land use in the vicinity of GRK will be obtained and reviewed. Existing zoning districts will be reviewed to determine locations where potential noncompatible land uses could develop. Further, local planning agencies will be interviewed to identify the potential for future residential, commercial, and industrial development in the GRK vicinity. Existing FAR Part 77 controls, zoning ordinances, subdivision regulations, building codes, and other documentation pertaining to land use management in the GRK vicinity will also be reviewed. Particular attention will be paid to identifying those requirements that could affect, both in a positive and negative fashion, future GRK development.

Task 2.6 - Aerial Photography/Mapping

A rectified aerial photograph will be taken of GRK, providing complete coverage of airfield boundary and property lease to the City of Killeen. This will be used as the basis for digital aerial mapping of airport facilities and areas within its approaches. This photo will be of scale, clarity, and coverage to be used as the basis for subsequent analyses and as a base for Airport Layout Plan (ALP) development. Digital mapping of the airport will be conducted in conjunction with the aerial photography with more specific details described in Element 9.

Task 2.7 - Inventory of Waivers

A listing of existing waivers that have been granted at GRK will be prepared. FAA files will be obtained (if applicable) to identify the item waived by the FAA, its location, when it was granted, and other relevant information. This information will be incorporated into the Airport Layout Plan set as well as being used in subsequent analyses in the AMP.

Task 2.8 – Environmental Overview

Existing baseline environmental conditions at the airfield will be documented and carried into the evaluation of preferred airfield and landside development alternatives. Factors to be reviewed includes: Noise and land use; Biotic resources; Water quality; Wetlands; Floodplain and floodway data; Geology and soils; Solid and hazardous waste sites; and Historic and cultural resources. This effort will primarily be from existing and readily available environmental data. This process will update the inventory of potential environmental sensitivities.

Task 2.9 – Socioeconomic Conditions

Statistical data on historic and forecast socioeconomic factors for the KTMSA and other locations within the GRK air service area will be obtained and documented. These items will include, at minimum, employment, income, and population characteristics. The Consultant will obtain and review local and regional forecasts of socioeconomic activity that analyze projected growth for the service area. The socioeconomic conditions of the KTMSA will be presented to provide foundational data guiding the impacts to any econometric based forecasts of based aircraft, operations, and commercial enplanements.



Task 2.10 – Airport Existing Financial Statements, Tenant Agreements/Leases and Other Financial Data

GRK's basic financial model will be analyzed and summarized. This summary will describe the financial operations of the airport including how airport revenues and costs are attributed to airport users/tenants and how any surplus or deficit is managed. The existing financial management plan will show how the airport funds capital improvement projects. Interviews with airport management will be conducted to gain an overall picture of how financial functions. Financial data to be gathered includes:

- Historical, detailed (account-by-account) financial statements and audit reports (CAFRs) for the past three years
- Detailed year-to-date financial statements for the current year with budget remaining amounts
- FAA #127 and #126 reports for the last three years
- Current operating and capital budgets (internal as well as the CIP submitted to the FAA ADO)
- Official statements/loan agreements for any outstanding debt issues
- City ordinances, resolutions, administrative rules, regulations and policies establishing the Airport and affecting its financial management
- Airline operating and terminal building lease agreements
- Rental car (on- and off-airport) and other ground transportation agreements
- Restaurant/Lounge, gift shop and specialty retail concession agreements;
- FBO agreements, large hangar leases, typical T-hangar leases by size, improved & unimproved ground leases, cargo facility leases and other general aviation agreements;
- Other Airport lease, concession, use and privilege agreements;
- FAA, state and local grant records;
- PFC quarterly reports for the most recently submitted quarter and the same report submitted one year earlier; and,
- Historical aviation activity statistics for the past three years and current year-to-date by air carrier by month including enplanements, aircraft operations, landed weight, fuel flowage gallons and air cargo statistics.

Airport revenue and operating expenses will be summarized in broad categories. Airport revenues to be inventoried include both airline and non-airline dollars. Non-airline revenues to be examined include terminal concessions, rental car, fuel sales, land leases, and other incomes as well as tax revenues. An inventory of the various airport lease agreements will be examined to document this source of airport revenue. Airport fueling records will be examined. Expenses to be documented include personnel, maintenance, utilities/supplies, debt service, and capital funding.

A closer review of capital funding will be provided to summarize GRK's ongoing airport improvement program. The various different funding sources will be identified and could include: airlines, tenants, tax levies, passenger facility charges, grants, other state/federal aid, and airport revenue bonds, as applicable.

Task 2.11 – Prepare Draft Report

Using raw data and information obtained and evaluated during the course of the inventory process, a draft report will be prepared. This report will present information, in both narrative and graphic format, including GRK background/history, GRK physical characteristics, GRK service area, local land use/controls, existing GRK financials and management structure, MSA demographics, and historical



and forecast levels of activity. Copies of the draft report will be prepared for distribution to the Sponsor/GRK/EC/MPSC/FAA.

ELEMENT 3 - AVIATION ACTIVITY FORECASTS

Task 3.1 - Inventory Historical and Current Air Traffic Activity

Historic and current air traffic activity at GRK will be assembled and organized. Information concerning passenger airline activity, air taxi enplanements and operations, air mail and air cargo volumes, commercial operations, corporate aviation operations by local and itinerant categories, military operations, and based aircraft by aircraft type will be sought. Information concerning peak hour, daily, monthly, and annual activity will be obtained and quantified, as available. Data will be obtained from GRK records, air traffic control tower (ATCT) records, military operators, airline records, the FAA, and previous planning efforts for GRK.

Task 3.2 - Prepare Aviation Forecasts

Commercial, corporate aviation, air cargo, and military activity forecasts will be developed, taking into consideration forecasts from other sources, including the FAA. The methodology used in this analysis will involve a variety of techniques that will identify national and regional trends and their influence on GRK activity. Historic activity data will be organized to identify peaking characteristics, local and itinerant mix, military and civilian mix, and civilian aviation fleet mix. Forecasts of aviation activity will be prepared for the five, ten, and twenty year planning horizon and will provide projections of the following:

- Operations
 - Itinerant
 - Air Carrier
 - Air Taxi / Commuter
 - Air Cargo (including tonnage shipped/received)
 - Corporate Aviation
 - Instrument Approaches
 - Military
 - Local
 - Corporate Aviation
 - Military
- Passengers (annual enplanements)
 - Enplanements
 - Air Carrier
 - Air Taxi / Commuter
 - Origination
 - Destination
 - Aircraft
 - Based Aircraft
 - Aircraft Fleet Mix
 - Critical Aircraft Determination

Based on the fleet mix forecasts, determine the most demanding scheduled commercial service aircraft (passenger or cargo) and the most demanding corporate aviation aircraft reference code with 500 or more annual operations at GRK.

Task 3.3 - Prepare Draft Report

Using raw data and information obtained and evaluated during the course of the forecast process, a draft report will be prepared. The report will document assumptions and methodologies used in preparing the aviation demand forecasts and serve as the basis for later tasks in the study. Forecasts will be submitted for approval by the FAA prior to finalizing any subsequent forecast-dependent task. Copies of the draft report will be prepared for distribution to the Sponsor/GRK/EC/MPSC/FAA.



Task 3.4 – Airport Planning Meetings

A project meeting (Sponsor/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the aviation demand forecasts contained in the draft report. The Sponsor/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Sponsor/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the aviation demand forecasts. Comments and input will be provided by the Sponsor/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

ELEMENT 4 - DEMAND CAPACITY/FACILITY REQUIREMENTS

Task 4.1 - Analyze Airport Capacity and Delay

Using the FAA's methodology for assessing airfield capacity and delay, as described in the FAA Advisory Circular 150/5060-5, an assessment of the current and future level of airfield capacity and associated aircraft delay will be developed. This analysis will consider the airfield configuration, including runway orientation, parallel taxiways and exit taxiways, weather conditions, aircraft fleet mix, current and forecast operations for the five, ten, and twenty year planning horizon, and the percentage of local touch and go operations. The result of the assessment will be expressed in terms of the hourly and annual service volume of the airfield, minutes of delay per aircraft operation, and total estimated annual delay. This assessment will evaluate the existing airfield configuration in terms of its adequacy to meet the anticipated operational demand and design group and approach categories of aircraft forecast to operate at GRK.

Task 4.2 – Evaluate Airfield Facility Requirements

Based on the findings of Element 3, air service objectives for scheduled commercial airline, charter flights, and corporate aviation operators at GRK will be identified. In addition, GRK objectives for accommodating future air cargo operators will be identified. Service objectives will address the determination of markets that would be desirable to serve out of GRK and what restrictions (i.e., weight restrictions) on that service would be acceptable.

A runway length analysis will be performed to determine the maximum range and payload capability for the identified design/critical commercial aircraft, operating under the following conditions at the Airport:

- Existing runway gradients;
- 95th percent hottest day temperature of the year; and,
- 85th percent probability wind conditions.

For various runway lengths, the maximum range and payload capability will be calculated based on aircraft manufacturer's data. Various runway length alternatives will be evaluated for each design aircraft and will include the following:

- Existing runway length; and,
- Any potential runway extension (based on the specific aircraft and markets identified).



For each aircraft type, a table will be produced indicating:

- Gross takeoff weight that could be accommodated by each runway length alternative;
- Approximate distance in nautical miles that the aircraft could travel, assuming a typical load of passengers, payload, and fuel; and
- Estimated frequency of payload penalties that may occur under specific operating conditions in serving particular markets or stage lengths.

Based on the critical aircraft and service objectives identified, other improvements to the runway will also be reviewed, including:

- Runway width/shoulders;
- Pavement strength;
- Taxiway requirements;
- FAA Separation standards; and,
- Navigational Aids (NAVAIDS).

Airfield improvements will be reviewed and compared to the design standards contained in FAA Advisory Circular (AC) 150/5300-13, *Airport Design*. A matrix will be developed comparing the Airport's existing airfield facilities and dimensions to the standards recommended in the AC 150/5300-13A (current version). As part of this analysis, the airfield recommendations contained in any of the Airport Sponsor's long-term planning documents will be reviewed and updated as necessary.

Task 4.3 - Corporate Aviation Facility Requirements

Corporate aviation facility requirements will be identified as needed to meet projected levels of demand for the five, ten, and twenty year time frames. These facility requirements will be based upon airport planning criteria, input from GRK staff, and the forecast of aviation activity for GRK. Airfield and corporate aviation facility needs to be assessed include:

- Fixed Base Operator (FBO) facilities;
- Aircraft storage facilities (hangars);
- Aircraft storage hangar positions by hangar type;
- T-Hangar positions;
- Conventional hangar facilities;
- Based and itinerant apron/ramp and parking area including number and configuration of tiedowns ;
- GA terminal building/amenities;
- Fuel storage and delivery; and,
- Automobile access and parking.

Facility requirements will be expressed in terms of gross area, linear feet or other basic units, and will be compared to existing facilities to identify excess or deficient capacity by facility. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport.

Task 4.4- Determine Commercial Terminal Facility Requirements

The commercial terminal facilities extend from the ramp/gate area on the airside out through the automobile entrance, circulation, and parking facilities. The analysis of commercial facility



requirements will be based on multiple factors including but not limited to available land, state/condition of existing facilities, existing and forecast activity levels (enplanements and operations), catchment area demographics, and airport goals and objectives. The following airside, passenger terminal, and landside facilities will be examined and evaluated:

- Airside
 - Aircraft gates and parking (number and type)
 - Aircraft parking for remain-overnight situations
 - Ground service equipment/vehicle storage/parking
- Landside
 - Airport entrance road and ground access
 - Airport roadway management practices
 - Terminal curb length, passenger drop off/pickup
 - Automobile parking – short-term, long-term, and cell phone lot
 - Wayfinding signage location and message
- Passenger Terminal
 - Ticket counter/kiosk areas
 - Security screening checkpoints
 - Gates/hold rooms/departure lounges
 - Concessions
 - Airline operations
 - Baggage claim area
 - Passenger circulation and public space
 - Restrooms
 - Wayfinding signage
 - Airport administration/operation offices
 - Mechanical space

Automobile parking needs will be assessed based on peaking demand analysis as related to airport passenger volume history and projections, parking volume and financial performance of the parking system, and significant operational changes. The mix of traveler categories and their impact on parking needs will be evaluated. Using all requested and available data a model of current parking demand will be developed and used to project future parking demand, linking demand to projections fo future passenger volumes during the 10-year forecast period.

Task 4.5 - Prepare Draft Report

Using raw data and information obtained and evaluated during the course of the Demand Capacity and Facility Requirements process, a draft report will be prepared. This report will present information, in both narrative and graphic format about GRK's existing capacity and the required facilities necessary to meet forecast aviation demand. Copies of the draft report will be prepared for distribution to the Sponsor/GRK/EC/MPSC/FAA.

Task 4.6 – Airport Planning Meetings

A project meeting (Sponsor/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the demand capacity and facility requirements analysis contained in the draft report. The Sponsor/Airport/EC/FAA will deliver comments on the draft



report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Sponsor/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the demand capacity and facility requirements analysis. Comments and input will be provided by the Sponsor/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

ELEMENT 5 - AIRPORT ALTERNATIVES

Task 5.1 - Identify Potential Airfield Alternatives

On the basis of the facility requirements established in preceding elements, preliminary airfield development alternatives will be developed. Airfield alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary major runway and taxiway development during the 20-year planning period. This task will be conducted simultaneously with the following tasks and will result in a series of overall development options for the Airport. Airfield alternatives will be analyzed based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, costs, and ease of implementation.

Based on existing available data, this task will identify and review various constraints and potential impacts on improvement projects for both runways, as necessary, to its desired runway length, including:

- Environmental constraints (i.e., wetlands, prime and unique farmland, endangered species, etc.);
- Residential and/or business impacts;
- Road relocation, power line, and utility impacts; and,
- Geographical constraints.

Potential constraints will be identified based on site reviews and on reviews of aerial photography, USGS maps, and other similar documents. As necessary, relevant local and State agencies will be contacted to identify potential environmental impacts associated with each major airfield improvement alternative.

Based on the previous findings, an evaluation matrix will be developed to compare the following factors associated with each runway and taxiway alternative:

- The ability of particular runway lengths to satisfy the air service objectives;
- The level of environmental, residential/business, and utility line impacts associated with each improvement project;
- The amount of required land acquisition; and
- Order-of-magnitude costs associated with each of the major airfield improvement alternative and potential funding sources.

Based on the evaluation of the various alternatives, as well as meetings with Sponsor and GRK staff, a preferred airfield improvement plan will be selected.



Task 5.2 - Identify Potential Terminal Building and Auto Parking Alternatives

Based on the forecast of demand and terminal area facility requirements at GRK, future terminal building alternatives will be developed. This task will be conducted simultaneously with other tasks in this element and result in a series of overall development options. Roadway access and auto parking to the existing terminal will be evaluated based on anticipated activity levels and terminal area usage. Terminal alternatives will be evaluated on the basis of their ability to satisfy the identified facility requirements, ease of implementation, environmental considerations, and costs leading to the selection and discussion of the best option for meeting identified GRK needs. The need and location of a new customs facility at GRK will be evaluated during this task. These options will include the no-action, expansion, and layout redesign for specific areas inside the terminal building.

Using the analysis of parking needs and other information related to the terminal design, the Consultant will develop recommendations related to the sizing of various parking offerings in the terminal area to meet identified parking needs and provide the desired level of customer service. Review and discuss the vision for the future terminal area and develop concept configurations for short-term, long-term, employee parking areas along with integration of rental car ready/return area and access to and from each parking area.

Task 5.3 - Identify Potential Corporate Aviation Facility Alternatives

Based on the corporate aviation area facility requirements determined under a previous element, preliminary aviation area development within or beyond existing airport boundaries will be formulated and necessary major development during the 20-year planning period will be shown. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options. These alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, implementation ease, costs, and environmental considerations. This will lead to the selection of the option best satisfying the identified need and in line with GRK's vision and mission.

Task 5.4 – Landside support Alternatives for Revenue Generation

Utilize land use techniques to identify property development plan that will include aviation and non-aviation land use opportunities. The purpose of this analysis will be to identify those opportunities that will bolster GRK's long-term economic condition and cash flow.

Task 5.5 – Future Corporate Facility Grading/Utility Analysis

Using data available from the Airport Sponsor and the survey performed during the project, complete a discovery of all utilities in the vicinity of the future corporate area south of the commercial terminal facilities. Review all contour data from aeronautical survey data and make recommendations based on this information for the grading required in this area and a more in-depth analysis, as needed.

Task 5.6 - Determine Preliminary Development Schedule and Costs

Using labor and materials price data from recent airport construction projects, preliminary cost estimates for each airport development option will be developed. These preliminary cost estimates will assist in selecting preferred development alternatives.



Task 5.7 – Prepare Draft Report

Using raw data and information obtained and evaluated during the course of the alternatives analysis process, a draft report will be prepared. This report will present information, in both narrative and graphic format about GRK's development options necessary to meet forecast aviation demand and increase utilization and functionality of the existing terminal building and existing/potentially available development property. Copies of the draft report will be prepared for distribution to the Sponsor/GRK/EC/MPSC/FAA.

Task 5.8 – Airport Planning Meetings

A project meeting (Sponsor/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the alternatives analysis process and options contained in the draft report. The Sponsor/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Sponsor/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the alternatives analysis process. Comments and input will be provided by the Sponsor/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

ELEMENT 6 – RECOMMENDED DEVELOPMENT AND ENVIRONMENTAL OVERVIEW

Task 6.1 - Recommended Airport Master Plan Concept

Utilizing the information evaluated in previous tasks, prepare a detailed comparative evaluation and the supporting rationale that systematically eliminates those alternatives with the least potential and establishes a single recommended program for development of GRK facilities. The recommendation for the most prudent and feasible AMP concept will become the basis for the final refinement of concepts, costs, and scheduling. This recommended concept is considered preliminary in nature at this point in order to allow further input from the Airport Sponsor, Consultant Team, EC, MPAC, FAA, and the public.

Task 6.2 – Environmental Overview of Recommended Development

An Environmental Overview will be prepared in accordance with paragraphs 47 and 49, Federal Aviation Administration Order 5050.4B (Airport Environmental Handbook – current revision) and Order 1050.1E. Projects which may require further NEPA analysis will be identified at this time.

Noise exposure Maps (NEM) will be developed using the FAA's Integrated Noise Modeling software and be based on the FAA approved aviation demand forecasts for GRK. Noise contours will be presented for the day-night average sound level (DNL) 60, 65, 70, and 75 and overlaid on an appropriate base map. Noise exposure contours will be prepared for the current year, as well as for the five and ten year forecast activity for the preferred airfield development plan to include considerations of any runway expansions.

Following the inventory of the airport recycling program, the Consultant will develop recommendations for refinement and improvements of the recycling program. Additionally; a



spreadsheet tracking tool will be developed that will enable continuous monitoring of recycling performance measures at GRK.

Task 6.3 – Prepare Draft Report

Using raw data and information obtained and evaluated during the course of the recommended development and environmental overview, a draft report will be prepared. This report will present information, in both narrative and graphic format about GRK’s recommended development plan and environmental overview. Copies of the draft report will be prepared for distribution to the Sponsor/GRK/EC/MPSC/FAA.

Task 6.4 – Airport Planning Meetings

A project meeting (Sponsor/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the recommended development plan and environmental overview contained in the draft report. The Sponsor/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Sponsor/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the recommended development plan and environmental overview. Comments and input will be provided by the Sponsor/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

Task 6.4 – Killeen City Council Briefing

The Killeen City Council will be briefed by the Consultant during a regular workshop session. This briefing will ensure Council is aware of the project schedule, progress, and recommendations.

Task 6.5 – Tenant/Public Open-House

As part of the public involvement campaign during the GRK master planning process a tenant/public open-house meeting will be held. This meeting will be conducted at an appropriate location in the City of Killeen. The purpose of this meeting will be to communicate the work product generated to this point of the AMP and provide the community with an opportunity for direct and indirect feedback on the process and outcomes of the AMP. It will be an informal, open-house meeting designed around a two-hour block of time during the early evening hours. As an open-house meeting attendees will be invited to attend at their leisure anytime during the meeting period. Airport Sponsor, GRK, and Consultant staff will be in attendance to answer any questions and receive specific comments that could help guide/impact the GRK master planning process and outcomes.

ELEMENT 7 – COST ESTIMATES/FINANCIAL PLAN

Task 7.1 - Refine Airport Development Schedules and Cost Estimates; Update GRK CIP

Based on the previous evaluations and technical meetings, the airport development schedule will be refined to reflect economic feasibility and operational requirements of the preferred development plan, based on inclusion in the capital improvement program. The development schedules will include development of new facilities, land acquisition, pavement evaluations and rehabilitation, fuel farms, and airport support facilities.



Based on the previous evaluations and technical meetings, cost estimates will be developed to reflect the recommended facility requirements and schedule of development associated with the preferred airport development plan. An updated capital improvement plan will be developed and utilized as input into the financial modeling for GRK.

Within the existing and potential auto parking areas a general financial feasibility assessment will be completed that includes: parking revenue forecast model based on existing and projected parking volumes, duration-of-stay patterns, and prospective rate structure. A general estimate for parking facility improvements will be developed. Potential revenue enhancement measures will be evaluated and reported with recommendations.

Task 7.2 - Conduct Preliminary Financial Analysis and Prepare Financial Implementation Plan

The purpose of the Financial Plan will be to develop an implementable strategy for financially undertaking the airport's development program. It will provide the framework for the Sponsor/Airport to use as it proceeds with future development. Included in the financial plan will be the identification of specific funding sources, projections of revenues and expenses, development of a preferred strategy for use of passenger facility charges (PFCs), and identification of bonding requirements, both in terms of amounts and timing. The output will consist of a final report that the City/Airport can use as a basis to implement its capital program. The overall feasibility of the plan will be measured by specific airline rates and charges, airline cost per enplanement, cash flow, and the Airport's ability to meet its other financial requirements.

As the initial step in the financial analysis, baseline airport expenses and revenues will be projected. These projections will be based on a number of factors including:

- Historical operating results;
- Anticipated inflationary impacts;
- Tenant lease provisions and terms; and,
- Anticipated operational changes affecting the Airport's financial performance.

In addition to projecting baseline revenues and expenses, the anticipated "incremental" revenues and expenses that may result from the implementation of specific projects in the Airport's Capital Improvement Program will be estimated. These revenue and expense projections will provide the foundation of the debt capacity analysis described in the following sections.

The Airport's capital improvement plan will be identified and reviewed with airport staff for each project under consideration, and in particular, the proposed runway extension project. Costs will be determined for each project, which will include all design, engineering, and actual construction costs, as applicable. Also, project timing will be estimated to produce the project cost drawdown schedule. Project costs will be inflated to represent cost increases assumed from 2015 to the year in which each respective project is undertaken.

For the capital projects identified, available funding sources will be determined and applied as appropriate to the respective projects. These funding sources may include federal discretionary and entitlement grants, passenger facility charge (PFC) proceeds, Sponsor/Airport funds, private/third-



party funds, and other potential sources of funding for the identified projects. For the remaining “non-funded” portion of the development program, revenue bonds will be assumed. For the revenue bond requirement(s), specific assumptions will be identified regarding interest rates, debt service reserve requirements, capitalized interest, financing costs, and timing of issuance(s).

Based on the projection of airport revenues and expenses, the capital program funding assumptions will be incorporated to determine the initial feasibility of undertaking the program. Basic feasibility will be measured primarily by calculating the impacts on airline rates and charges, the rate covenant, and airport cash flow.

Workshop sessions with Airport officials will be conducted to review and discuss the preliminary financing schedules. These workshops will guide resolving any funding shortfalls identified in the initial capital program by revising the CIP schedule, CIP scope and/or capital funding sources. The process will aid in identification of funding preferences, potential debt requirements and other funding resources that the Airport may want to utilize.

In order to either enhance feasibility or even achieve it, specific projects will be reviewed with the Airport to confirm project costs and timing as well as to review the strategy for available funding sources. As may be necessary, capital projects will be prioritized to arrive as a group of projects that are essential to the Airport. The Consultant will assist the Airport in developing the specific criteria for prioritizing projects based on the Airport’s goals and objectives for implementing the capital development program.

The objective of the financial plan development will be to prepare a detailed financial plan for implementation of the selected Master Plan CIP alternative. The Financial Implementation Plan resulting from this task will present reasonable guidelines, on a preliminary basis, for matching projected financial resources with financial needs. Airline rates and charges and costs per enplaned passenger resulting from the capital program will be calculated at a summary level using the Airport’s current methodology and airline lease agreements for determining user fees. Potential revenue enhancement opportunities for non-airline revenues will be identified.

Task 7.3 - Prepare Draft Report

Using the results of preceding tasks, a draft report, presented in both narrative and graphic format, will be prepared. This report will include the recommended CIP and financial program for GRK. The report will present a financial chapter outlining the overall airport capital improvement program and sources of funding for the selected airport master plan concepts.

Task 7.4 – Airport Planning Meetings

A project meeting (Sponsor/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the CIP and financial program contained in the draft report. The Sponsor/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Sponsor/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the CIP and financial program. Comments and input



will be provided by the Sponsor/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

ELEMENT 8 - AIRPORT PLANS

Task 8.1 Draft Airport Layout Plan

Prepare an Airport Layout Plan (ALP) that meets the requirements of the latest FAA AC 150/5300-13A, (current edition), *Airport Design*, including the elements listed below. This ALP will include a title sheet, airport layout drawing, airspace drawing, inner portion of the approach surface drawings, departure surface drawings, terminal area drawing, land-use/utility drawing, and an airport property map as contained in AC 150/5070-6B, *Airport Master Plans*.

The ALP set will be completed to a level that will allow it to successfully complete the airspace review process by the FAA. It will be completed using the standardized paper size, layer structure, line types, and plot styles using AutoCAD 2015 or newer. Development of the ALP will comply with the checklist contained in the FAA, Airports Standard Operating Procedure (SOP) 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans* located at <http://www.faa.gov/airports/resources/sops/media/arp-SOP-200-ALP-Review.pdf>.

The completed checklist will be submitted with the ALP to the FAA. One paper copy of draft ALP will be submitted to the FAA and 5 copies to Sponsor for review and comments.

As a part of the ALP development an Exhibit "A" Airport Property Inventory Map will be completed.

The tasks involved in the Exhibit "A" development include:

- Research of all title work necessary for property ownership, public rights-of-way, and easements;
- Development of a title opinion, as necessary;
- Verify/set monumentation on airport; and,
- Develop a boundary survey of the existing airport fee-simple property.

The Exhibit "A" Airport Property Map will be completed in accordance with the guidelines outlined in FAA, Airports Standard Operating Procedure (SOP) 3.0, *Standard Operating Procedure for FAA Review of Exhibit "A" Property Inventory Maps* located at <http://www.faa.gov/airports/resources/sops/media/arp-SOP-300-Exhibit-A-Review.pdf>. The SOP contains a checklist in Appendix B that will be completed and submitted with the Exhibit "A" for review by the FAA. In addition to the Exhibit "A" and SOP Checklist, any backup documentation such as land descriptions or title opinions will be submitted to the FAA for review.

Task 8.2 ALP Narrative

A brief chapter will be prepared that describes each of the drawings that comprise the Airport Layout Plan. Reduced size copies of each ALP sheet will be included in this chapter with the final approved ALP set included in the final report. In addition, a description of any deviations from FAA Standards will be prepared and presented as part of this chapter. This will describe deviations from a FAA Standards or from recommendations contained in AC/150-5300-13. The areas of key interest include standards deviations that include airport hazards within RPZ, RSA, BRL, ROFA, OFZs, TSA, TOFA, and the controlled activity area.



Task 8.3 Final Draft ALP

Following review of the draft ALP, the consultant will make any necessary changes or corrections to the ALP and Exhibit “A” Property Map and submit an appropriate number of copies of the final draft ALP to the FAA for airspace review.

Task 8.4 Final ALP

Following FAA airspace review, the consultant will make any necessary changes or corrections to final draft ALP and, upon authorization from the Sponsor/GRK/FAA, submit the eight (8) copies of the final ALP to the City of Killeen for approval signature. Upon final approval of the ALP set, deliverables will include:

- One (1) CD with data files of all ALP drawing sheets in AutoCAD 2015 or newer to FAA;
- One (1) CD with data files of all ALP drawing sheets in AutoCAD 2015 or newer to the Sponsor;
- Eight (8) copies of the complete ALP full-size to the Sponsor for signature/approval; and,
- Eight (8) copies of the Sponsor approved ALP set to the FAA.

Following approval and signature by the FAA, the eight (8) ALP sets will be distributed as follows:

- Two (2) sets to Sponsor/GRK;
- One (1) set to the Consultant; and,
- Five (5) sets retained by the FAA.

ELEMENT 9 – AERONAUTICAL SURVEY AND GIS DATA AND TOOLS

Task 9.1 – Aeronautical Survey Initiation and Coordination

The Consultant will complete new aerial imagery collection and an aeronautical obstruction survey in compliance with FAA – Airports Geographic Information Systems (AGIS) policies and will include an airport airspace analysis for vertically-guided approaches to Runway 17/35. The FAA Advisory Circulars (AC) identified below detail the data collection requirements and accuracies for the projects and the verification process by the FAA AGIS and National Geodetic Survey (NGS).

- AC 150/5300-16A *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey;*
- AC 150/5300-17C *Standards for Using Remote Sensing Technologies in Airport Surveys;* and,
- AC 150/5300-18B *General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards.*

The Consultant will develop and submit the Statement-Of-Work (SOW), required by the FAA AGIS Program. Following SOW approval, the Consultant will develop and submit the “*Imagery Plan*,” and the “*Survey and Quality Control Plan*” to be reviewed for approval by FAA-AGIS and NGS before beginning the remaining pieces within Task 9.1.

Aeronautical Survey and Data Collection: The purpose is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7. This project will



acquire new vertical stereo aerial photography at a nominal scale of 1"=1,905' for obstruction surface areas and 1"= 509' for the airport property. The aerial photography will cover all of the Vertically Guided (VG) Airspace Analysis surfaces using natural color film during leaf-on conditions.

From the 1"=1,905' aerial photography, the following will be produced:

- Limited landmark feature planimetric mapping;
- Color digital orthophotos with a one (1) foot pixel resolution (VG); and,
- Identification and mapping of obstruction obstacles for all of the VG surfaces.

From the 1"=508' aerial photography, the following will be produced:

- 100 scale mapping with two (2) foot contours of the existing airport property;
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, and VGPS surfaces; and,
- Color digital orthophotos with a 1/2 foot pixel resolutions.

Quality Standards: The project will conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. The photogrammetric mapping will meet all FAA and NGS standards. Reasonable care will be taken to conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area: The project area encompasses all of GRK inclusive of the obstruction surfaces as defined in AC 150/5300-18B. This will also include any portion of any approach to all existing and proposed threshold locations.

Control Surveying: The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. The ABGPS data will be processed using COR stations and referenced to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the Texas State Plane Coordinate System, North-central Zone in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88).

On-site ground control surveys will include:

- Establish temporary airport control according to the guidelines established in AC 150/5300-16A;
- All necessary ground control photo identifiable control check points required to validate the ABGPS control;
- Control of all airport runway end positions;
- Collection of vertical profiles for all runways;
- Collection of the position, elevation, and where required, the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on GRK and associated with any current instrument approach servicing GRK;
- Control of any obstruction obstacles or airport planimetric features that cannot be collected by photogrammetric methods;



- Complete map checks for feature attribute data and update the final map file attribution; and,
- All other tasks, not specifically listed above, as outlined in FAA AC 150/5300-18B, Table 2-1 “*Survey Requirements Matrix for Airport Layout Plan (ALP)*.”

Orthophoto Mapping: The control solution and scans of the aerial negatives will be used to generate a Digital Elevation Model (DEM) for the VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a one (1) foot pixel resolution and be delivered in a GeoTIFF file format via external hard drives. Orthophotos for the airport property will be developed with a 1/2 (0.5) foot pixel resolution and be delivered in a GeoTIFF file format via external hard drives.

VGA Obstruction Surveys: VGA Obstructions Surfaces will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runway 1/19 and Runway 14/32 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS).

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-airport landmark planimetric mapping and the airport planimetric mapping and attribution data.

The final data will be delivered in a format to work with ESRI shape files. Feature attributes will be built into a spreadsheet (with key object identifiers).

Deliverables: All data collected and associated required deliverable will be submitted in the formats specified in the appropriate FAA ACs to the FAA AGIS Program. All data submissions to the FAA will be through the program’s web site at <http://airports-gis.faa.gov>. AC 150/5300-18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan;
- Image delivery;
- Digital limited landmark detail outside GRK boundaries;
- Color digital orthophotos with a one (1) foot pixel resolution (GeoTIFF format);
- Obstruction survey data (that covers VG surfaces);
- Surveyed centerline profile on VG runways;
- NAVAID data;
- Planimetric data and one (1) foot contours to AC 150/5300-18B specs (Shapefile format);
- Photogrammetrically derived and surveyed attributes in defined format;
- FGDC compliant metadata; and,
- Final Report.



AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs. Other than the AC 150/5300-18B delivery, we will deliver the following items to the Sponsor:

- Planimetric data and two (2) foot contours to AC 150/5300-18B specs in CAD;
- Color digital orthophotos with a one (1) foot pixel resolution in GeoTIFF (project area);
- Color digital orthophotos with a 1/2 (0.5) foot pixel resolution in GeoTIFF (airport property); and,
- Two (2) color enlargements (30"x40") covering GRK and surrounding area (mounted/laminated/framed).

All digital files will be delivered on external hard drive or CD/DVD.

Close-Out and Final Reporting: A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B. Project closeout will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by the Sponsor, the FAA, and NGS.

Task 9.2 – Airport GIS Data Base Mapping

The preparation of Geographic Information System (GIS) Data Tools for GRK will meet the needs of the Sponsor and allow for migration of existing airport data towards both Sponsor and FAA Airports GIS standards. The Consultant will prepare GIS data updates to the airport base mapping data for submission to and incorporation into the Sponsor's GIS and FAA Airports GIS. The Consultant will complete the following steps towards base map update development:

- Import existing GIS data provided by Sponsor and from aeronautical survey;
- Collect and review existing Sponsor GIS data identifying attribute and data needs;
- Collect data attributes not readily available through aerial imagery and make it available for the eventual publication of an electronic ALP (eALP) and incorporation into Sponsor's GIS; and,
- Obtain and compile all airport property and lease data into GIS shape files in preparation of the eALP process.

Task 9.3 – Airspace Analysis Tool

The Consultant will provide development of a GIS airspace analysis tool for GRK and City of Killeen. The tool will be developed on the foundational information derived from the obstruction survey and airspace requirements identified in FAR Part 77 Objects Affecting Navigable Airspace. Specifically all of the imaginary airspace surfaces will be developed in a 3-D model in GIS. The surfaces specific to existing and future conditions at GRK within the Terminal Instrument Procedures (TERPS) manual will be depicted in this same 3-D model along with the airspace surfaces outlined for vertically guided instrument approach procedures in FAA AC 150/5300-18B. The resultant GIS tool will allow Sponsor/Airport GIS users to conduct real-time obstruction evaluation of existing and proposed development.



ELEMENT 10 - FINAL DOCUMENTATION/COORDINATION MEETINGS

Task 10.1 – Final Draft Report

A final "draft" report will be assembled from the information developed in previous work tasks and comments from the Sponsor/Airport/EC/MPSC/FAA, edited, and printed for review by the Sponsor/Airport/EC/MPSC/FAA. All review comments will be incorporated into the final printed report, as appropriate.

Task 10.2 – Final Review Meeting

A final review meeting (Sponsor/Airport/EC/MPSC/Consultant/FAA) will be conducted to discuss the findings, assumptions and recommendations of the GRK Master Plan.

Task 10.3 Killeen City Council Briefing

The Killeen City Council will be briefed by the Consultant during a regular workshop session. This briefing will ensure Council is aware of the project schedule, progress, and recommendations.

Task 10.4 – Tenant Open House

As part of the public involvement campaign during the GRK master planning process a tenant meeting will be held. This meeting will be conducted at GRK in the airport administration conference room. This meeting will be an informal, open meeting designed around a two-hour block of time during the early evening hours. As an open meeting attendees will be invited to attend at their leisure anytime during the meeting period. Sponsor, GRK, and Consultant staff will be in attendance to answer any questions and receive specific comments that could help guide/impact the master planning process and outcomes.

Task 10.5 – Executive Summary Brochure

As a close-out product, the Consultant shall prepare an Executive Summary of the Airport Master Plan. The purpose of the Executive Summary will be to perform as an informational tool to existing and potential airport businesses and tenants. The Executive Summary will consist of 2-4 color pages of text and graphics portraying a report summary and future airport plans. The Consultant shall provide the airport with 25 color copies and an electronic versions of the Executive Summary in PDF and in native format for future use.

Task 10.6 – Final Report

Twelve (12) copies of the final report will be printed and submitted to the Sponsor/Airport. Each final report will contain reduced copies of the approved ALP set. In addition, an electronic copy of the study and associated drawings and GIS files will be provided on computer diskette to the Sponsor/Airport. Two (2) hard copies of the final report and one compact diskette containing AMP exhibits and ALP set will be submitted to FAA. The final report as recorded on the compact disc will be in PDF format and the exhibits will be in native format for narrative and graphics. The ALP will be in AutoCAD and PDF formats.

APPENDIX B

KILLEEN-FORT HOOD REGIONAL AIRPORT AIRPORT MASTER PLAN

FEE SUMMARY

Title I Services	Estimated Fees
Administration, Initiation, and Introduction	\$66,650.00
Airport Inventory	\$89,910.00
Forecasts of Aviation Demand	\$42,200.00
Facility Requirements	\$107,580.00
Alternatives	\$151,620.00
Recommended Development and Environmental Overview	\$66,520.00
Capital Improvement Plan and Financial Plan	\$119,110.00
Airport Layout Plan	\$65,220.00
Aeronautical Survey and Geographic Information System Data/Tools	\$175,500.00
Final Documentation /Coordination Meetings	\$109,230.00
Subtotal for Title I Services	\$993,540.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

ADMINISTRATION, INITIATION, AND INTRODUCTION

WORK TASK DESCRIPTION	E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1.1 Aviation Planning - Project Administration and Initiation										
Project Administration and Support	2	8			8		1			1
Scope, Budget, and Schedule	2	8			8		1			1
1.2 Scoping Meeting	2	2			2					
1.3 Establish Project Committees	1	2			2					
1.4 "Kick-off" Meetings - City, Airport, Committees	2	2			2					
SWOT Analysis	2	2			2					
Travel time for meetings	5	2			5					
Subtotal - Project Initiation	16	26	0	0	29	0	2	0	0	2
1.5 Aviation Planning - Project Introduction										
Public Involvement and Project Committees	1	1								
SWOT Analysis Documentation		1			4					
Airport Location/History/Management		2			4				4	
Subtotal - Project Introduction	1	4	0	0	8	0	0	0	4	0
1.6 Aviation Planning - Council Briefing										
Council Briefing Preparation	1	2								
City Council Briefing - Project Scope/Schedule	2	2								
Travel Time for Meeting									2	
Administrative										
Subtotal - Project Introduction	3	4	0	0	0	0	0	0	2	0
1.7 Aviation Planning - Tenant Open House										
Open House Preparation	1	2			2		8		8	
Open House Meeting Execution	4	4			4					
Travel Time for Meeting										
Administrative									2	
Subtotal - Project Introduction	5	6	0	0	6	0	8	0	10	0
Hours	25	40	0	0	43	0	10	0	16	2
Salary Costs	\$6,900	\$7,240	\$0	\$0	\$7,740	\$0	\$840	\$0.00	\$2,000.00	\$126.00

SUBTOTAL - SALARIES: \$24,846.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1,100.00
Postage/Freight/Courier	\$104.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$2,400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$3,604.00

SUBTOTAL: \$28,450.00

SUBCONSULTANTS FEE:

Coffman & Associates	\$13,900.00
Corgan	\$24,300.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$0.00
Carl Walker Parking	\$0.00

TOTAL FEE: \$66,650.00

	Identify Commercial Catchment Zone									
	Analysis of population centers									
	Transportation access									
	Historic enplanements									
	Origin versus desitination evaluation									
	QC Review		1			1				
	Administrative	1	1							
	Subtotal - Catchment Zone	1	2	0	0	1	0	0	0	0
2.5	Land Use and Controls									
	Review existing land use mapping, comprehensive plans, etc.									
	Zoning districts and land use controls									
	Height & Hazard Zoning									
	QC Review		2			1				
	Administrative		1							
	Subtotal - Land Use and Controls	0	3	0	0	1	0	0	0	0
2.6	Inventory of Waivers									
	FAA Waiver research and documentation		1		4					
	QC/Admin		1		1					
	Subtotal - Waiver Documentation	0	2	0	5	0	0	0	0	0
2.7	Environmental Overview									
	Assess Existing Environmental Conditions									
	Existing Noise Exposure Map									
	QC/Admin		1		2					
	Subtotal - Environmental Overview	0	1	0	2	0	0	0	0	0
2.8	Socioeconomic Conditions									
	Killeen Metropolitan Statistical Area Assessment									
	Population									
	Employment and Income									
	Business climate									
	Housing characteristics									
	QC/Admin		1		2					
	Subtotal - Socioeconomic Conditions	0	1	0	2	0	0	0	0	0
2.10	Airport Existing Financial Statements, Tenant Agreements/Leases and Other Financial Data									
	Financial data collection and analysis		1		4					
	Financial coordination		1		2					
	Subtotal - Existing Financials	0	2	0	6	0	0	0	0	0

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

FORECAST OF AVIATION DEMAND

WORK TASK DESCRIPTION		E-6	E-4	E-1	P-2	P-3	D-3	T-1	X-2
		hr	hr	hr	hr	hr	hr	hr	hr
3.1	Inventory Current and Historic Aviation Activity								
	Current Aviation Activity Data								
	Collect and Review Historic Activity Data								
	Review Existing Forecast Data								
	Subtotal - Historic Data	0	0	0	0	0	0	0	0
3.2	Forecasts								
	Operations Forecasts								
	Itinerant								
	Air Carrier								
	Air Taxi/Commuter								
	General Aviation (Fleet Mix)								
	Instrument Approach Procedures								
	Military								
	Local								
	General Aviation (Fleet Mix)								
	Military								
	Passenger (annual enplanements)								
	Enplanements								
	Air Carrier								
	Air Taxi/Commuter								
	Origination								
	Destination								
	Aircraft Forecasts								
	Based Aircraft								
	Fleet Mix								
	Critical Aircraft								
	QA/QC		2		2				
	Administration	1	1						
	Subtotal - Forecasts	1	3	0	2	0	0	0	0
3.3	Working Paper/Review								
	Working Paper Development		1		2				
	QC/Admin	1	1						
	Subtotal - Working Paper/Review	1	2	0	2	0	0	0	0

3.4 Airport Planning Meeting								
Meeting Preparation and Minutes		2			2			
Meeting Execution		2			2			
Travel for Meeting		2			5			
Subtotal - Airport Planning Meeting	0	6	0	0	9	0	0	0

Hours	2	11	0	4	9	0	0	0
Salary Costs	\$552	\$1,991	\$0	\$632	\$1,620	\$0	\$0	\$0.00

SUBTOTAL - SALARIES: \$4,795.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$55.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$350.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$405.00

SUBTOTAL: \$5,200.00

SUBCONSULTANTS FEE:

Coffman & Associates	\$31,200.00
Corgan	\$0.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$5,800.00
Carl Walker Parking	\$0.00

TOTAL FEE: \$42,200.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

FACILITY REQUIREMENTS

WORK TASK DESCRIPTION		E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
		hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
4.1	Analyze Airport Capacity and Delay										
	Assess Capacity										
	Airfield Characteristics										
	Runway Configuration										
	Aircraft Mix Index										
	Taxiway Configuration										
	Operational Characteristics										
	Meteorological Conditions										
	Hourly Capacity of Runways										
	Annual Service Volume										
	Subtotal - Working Paper/Review	0	0	0	0	0	0	0	0	0	0
4.2	Airfield Facility Requirements										
	Runway: Length, Width, Gradient		0.5			16				12	
	Taxiways		0.5			12				8	
	Safety Areas		0.5			18				8	
	Lighting and Marking		0.5			8				2	
	NAVAIDs		0.5			8				2	
	Subtotal - Working Paper/Review	0	2.5	0	0	62	0	0	0	32	0
4.3	Corporate Aviation Facility Requirements										
	Fixed Base Operator Type Facilities		0.5		16					4	
	Aircraft storage facilities (hangars)		0.5		8					4	
	Aircraft ramp/tiedown		0.5		8					4	
	Fuel Storage/Dispensing		0.5		4					2	
	Auto Access/Parking		0.5		4					2	
	QC		1			1					
	Admin		1					1			
	Subtotal - Working Paper/Review	0	4.5	0	40	1	0	1	0	16	0

4.4 Commercial Terminal Facility Requirements										
Airside										
Gates/parking										
RON parking										
GSE Equipment										
Landside										
Entrance road/access/parking										
Passenger drop off/pick-up										
Auto Parking (short-term, long-term, cell lot)										
Wayfinding signage										
Passenger Terminal										
Ticket counter/kiosk areas										
Security										
Gates/hold rooms/departure lounges										
Concessions										
Airline Operations										
Baggage Claim										
Passenger Circulation and Public Space										
Restrooms										
Wayfinding signage										
offices										
Mechanical Space										
QC		4		4						
Admin		1								
Subtotal - Working Paper/Review	0	5	0	4	0	0	0	0	0	0
4.5 Working Paper/Review										
Working Paper Development		2			4				16	1
QC/Admin	1	1								
Subtotal - Working Paper/Review	1	3	0	0	4	0	0	0	16	1
4.6 Airport Planning Meeting										
Meeting Preparation and Minutes		4		4						
Meeting Execution		2		2						
Travel for Meeting		2		5						
Subtotal - Airport Planning Meeting	0	8	0	11	0	0	0	0	0	0
Hours	1	23	0	55	67	0	1	0	64	1
Salary Costs	\$288	\$4,347	\$0	\$9,075	\$12,596	\$0	\$88	\$0.00	\$8,320.00	\$66.00

SUBTOTAL - SALARIES:

\$34,780.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$150.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$350.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES \$500.00

SUBTOTAL: \$35,280.00

SUBCONSULTANTS FEE:

Coffman & Associates	\$27,800.00
Corgan	\$26,600.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$0.00
Carl Walker Parking	\$17,900.00

TOTAL FEE: \$107,580.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

ALTERNATIVES ANALYSIS

WORK TASK DESCRIPTION	E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
5.1 Identify and Refine Airfield Alternatives										
Environmental Constraints			2							
Residential/Business/Military Impacts		1			4					
Roadway and Utility Impacts		1			4					
Geographical Constraints		1			4					
Runway Improvement Options (2)		16			16				30	
Taxiway Improvement Options (2)		16			16				20	
Evaluation Matrix	1	8			8					
Administrative										1
QA/QC	1	4			4					
Subtotal - Potential Alternatives	2	47	2	0	56	0	0	0	50	1
5.2 Terminal Area Alternatives										
Commercial Terminal Building Options		2			2					
Roadway access and auto parking options		2			2					
Subtotal - Terminal Area Alternatives	0	4	0	0	4	0	0	0	0	0
5.3 Corporate Aviation Facility Alternatives										
Option #1		4			8				30	
Option #2		4			8				20	
Administrative	1	1								
QA/QC		2			2					
Subtotal - GA Facility Alternatives	1	11	0	0	18	0	0	0	50	0
5.4 Landside Support Facilities										
Administrative	1	1								
QA/QC		2			2					
Subtotal - Alternatives	1	3	0	0	2	0	0	0	0	0
5.5 Future Corporate Facility Grading/Utility Analysis										
Identify utilities south of terminal apron		2	6							
Review contours fm aerial survey		4	4							
Recommendations for future grading project		2	4							
Administrative		1								
QA/QC		1						1		
Subtotal - Alternatives	0	10	14	0	0	0	0	1	0	0
5.6 Preliminary Development Schedule and Costs										
Airside Improvement Costs		6	40							
Landside Improvement Costs		6	40							
Terminal Building Improvement Costs		2	8							
Landside Support Alternatives Costs		2	8							
Airfield Master Grading Improvement Costs		6	40							
Administrative		1								
QA/QC	1	2			2			1		
Subtotal - Alternatives	1	25	136	0	2	0	0	1	0	0

5.7 Working Paper/Review										
Working Paper Development		2			8				8	
QC/Admin	1	2			2					1
Subtotal - Working Paper/Review	1	4	0	0	10	0	0	0	8	1
5.8 Airport Planning Meeting										
Meeting Preparation and Minutes		1			1					1
Meeting Execution	4	4			4					
Travel for Meeting	5	2			5					
Subtotal - Airport Planning Meeting	9	7	0	0	10	0	0	0	0	1

Hours 15 111 152 0 102 0 0 2 108 3

Salary Costs \$4,320 \$20,979 \$17,328 \$0 \$19,176 \$0 \$0 \$240.00 \$14,040.00 \$198.00

SUBTOTAL - SALARIES: \$76,281.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$149.00
Postage/Freight/Courier \$35.00
Office Supplies/Equipment \$0.00
Communications \$0.00
Survey Supplies \$0.00
Aerial Photography \$0.00
GPS Equipment \$0.00
Computer Modeling/Software Use \$0.00
Traffic Counting Equipment \$0.00
Locator/Tracer/Thermal Imager Equipment \$0.00
Travel Costs \$455.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$639.00

SUBTOTAL: \$76,920.00

SUBCONSULTANTS FEE:

Coffman & Associates \$24,600.00
Corgan \$29,500.00
Quantum Spatial \$0.00
Liebowitz & Horton \$20,600.00
Carl Walker Parking \$0.00

TOTAL FEE: \$151,620.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

RECOMMENDED DEVELOPMENT AND ENVIRONMENTAL OVERVIEW

WORK TASK DESCRIPTION	E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
6.1 Recommended Development Plan										
Administrative	1	1								
QA/QC	1	1			1					
Subtotal - Potential Alternatives	2	2	0	0	1	0	0	0	0	0
6.2 Development										
Administrative		1								
QA/QC	1	1			1					
Subtotal - Terminal Area Alternatives	1	2	0	0	1	0	0	0	0	0
6.3 Prepare Draft Report										
Administrative	1	1								
QA/QC	1	1			1					
Subtotal - GA Facility Alternatives	2	2	0	0	1	0	0	0	0	0
6.4 Working Paper/Review										
Working Paper Development		2			4					
QC/Admin	1	2			2					1
Subtotal - Working Paper/Review	1	4	0	0	6	0	0	0	0	1
6.5 Airport Planning Meeting										
Meeting Preparation and Minutes		1			1					1
Meeting Execution		4			4					
Travel for Meeting		2			5					
Subtotal - Airport Planning Meeting	0	7	0	0	10	0	0	0	0	1
6.6 Killeen City Council Briefing										
Council Briefing Preparation	4	4								
City Council Briefing - Project Scope/Schedule	2	2								
Travel time for meetings	5	2								
Administrative		1								1
Subtotal - Alternatives	11	9	0	0	0	0	0	0	0	1
6.7 Tenant/Public Open-House										
Open House Preparation	1	8			8				16	
Open House Meeting Execution	2	2			2					
Travel time										
Administrative	1	2								1
Subtotal - Alternatives	4	12	0	0	10	0	0	0	16	1
Hours	21	38	0	0	29	0	0	0	16	4
Salary Costs	\$6,048	\$7,182	\$0	\$0	\$5,452	\$0	\$0	\$0.00	\$2,080.00	\$264.00

SUBTOTAL - SALARIES: \$21,026.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$459.00
Postage/Freight/Courier	\$35.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$700.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,194.00

SUBTOTAL: \$22,220.00

SUBCONSULTANTS FEE:

Coffman & Associates	\$26,000.00
Corgan	\$18,300.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$0.00
Carl Walker Parking	\$0.00

TOTAL FEE: \$66,520.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

CAPITAL IMPROVEMENT/PHASING PLAN AND FINANCIAL PLAN

WORK TASK DESCRIPTION	E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
7.1 Cost Estimates and CIP/Phasing Plan										
Refine Development/Phasing Schedules		4	40						16	
Update Preliminary Cost Estimates		4	40							
Capital Improvement Plan		4	24						16	
Administrative		2								
QA/QC	1	2			2					
Subtotal - CIP/Phasing Plan	1	16	104	0	2	0	0	0	32	0
7.2 Prepare Financial Plan										
Administrative		4			4					1
QC/Admin		2			2					
Subtotal - Financial Plan	0	6	0	0	6	0	0	0	0	1
7.3 Prepare Draft Report										
Working Paper Development		2			2					
QC/Admin		2			2					
Subtotal - GA Facility Alternatives	0	4	0	0	4	0	0	0	0	0
7.3 Working Paper/Review										
Working Paper Development			2		2				8	
QC/Admin	1		2		2					1
Subtotal - Working Paper/Review	1	0	4	0	4	0	0	0	8	1
7.4 Airport Planning Meeting										
Meeting Preparation and Minutes		4			4					1
Meeting Execution		2			2					
Travel for Meeting		2			5					
Subtotal - Airport Planning Meeting	0	8	0	0	11	0	0	0	0	1
Hours	2	34	108	0	27	0	0	0	40	3
Salary Costs	\$576	\$6,426	\$12,312	\$0	\$5,076	\$0	\$0	\$0.00	\$5,200.00	\$198.00

SUBTOTAL - SALARIES: \$29,788.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$222.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$700.00

SUBTOTAL - DIRECT NON-LABOR EXPENSE **\$922.00**

SUBTOTAL: **\$30,710.00**

SUBCONSULTANTS FEE:

Coffman & Associates	\$21,500.00
Corgan	\$10,000.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$33,300.00
Carl Walker Parking	\$23,600.00

TOTAL FEE: **\$119,110.00**

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

AIRPORT LAYOUT PLAN

WORK TASK DESCRIPTION		E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
		hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
8.1	ALP Sheet Setup										
	Base Map, Topo, Surfaces, Geometry					2				24	
	Profiles									16	
	Title Sheet and Wind Rose Info									2	
	Airport Layout Drawings					2				20	
	Inner Approach Drawings					2				16	
	Departure Surface Drawings					2				16	
	Terminal Drawing					2				8	
	Land Use Drawing					2				24	
	Property Map					4				40	
	QC Review		1			4				8	
	ALP Revisions from Sponsor/FAA Review		1			8				24	
	Administration		1			2					1
	Subtotal - Existing ALP	0	3	0	0	30	0	0	0	198	1
8.2	ALP Narrative										
	ALP Overview						1				
	Airport Layout Drawing						1				
	Inner Approach Drawings						1				
	Departure Surface Drawings						1				
	Terminal Drawing						1				
	Land Use Drawing						1				
	Property Map						1				
	QC Review		1		4	4					
	Administration		1								1
	Subtotal - Final Draft ALP	0	2	0	4	4	7	0	0	0	1
8.3	Final Draft ALP										
	Title Sheet and Wind Rose Info									2	
	Airport Layout Drawing					1				8	
	Inner Approach Drawings					1				8	
	Departure Surface Drawings					1				8	
	Terminal Drawing					1				4	
	Land Use Drawing					1				4	
	Property Map					1				4	
	QC Review		1		4	4					
	ALP Revisions from Sponsor/FAA Review		1			8				24	
	Administration		1			2					1
	Subtotal - Final Draft ALP	0	3	0	4	20	0	0	0	62	1

8.4 Final ALP										
ALP Revisions from FAA Airspace Review					2				12	
Final ALP Plan Production		1			2				8	
QC Review		1			4				8	
Administration	1	1			2					1
Subtotal - Final ALP	1	3	0	0	10	0	0	0	28	1

Hours	1	11	0	8	64	7	0	0	288	4
Salary Costs	\$288	\$2,079	\$0	\$1,320	\$12,032	\$973	\$0	\$0.00	\$37,440.00	\$264.00

SUBTOTAL - SALARIES: \$54,396.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$599.00
Postage/Freight/Courier	\$125.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$724.00

SUBTOTAL: \$55,120.00

SUBCONSULTANTS FEE:

Coffman & Associates	\$10,100.00
Corgan	\$0.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$0.00
Carl Walker Parking	\$0.00

TOTAL FEE: \$65,220.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

AERONAUTICAL SURVEY AND GEOGRAPHIC INFORMATION SYSTEM DATA/TOOLS

WORK TASK DESCRIPTION	E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
9.1 Quantum Spatial Coordination										
Approach Survey Coordination		2			2					
AGIS Coordination		2			2					
QC Review		1			1					
Administrative		1								1
Subtotal - Approach Survey/AGIS Data	0	6	0	0	5	0	0	0	0	1
9.2 Airport GIS Data Base Mapping										
Gather Existing GIS Data					2	8				
Identify Attribute Needs					2	8				
Collect Data Attributes not Available via Aerial Imagery			16		4	8			20	
Collect and Convert Property Data to GIS					4	8			20	
Subtotal - Airport GIS Base Mapping	0	0	16	0	12	32	0	0	40	0
9.3 Airspace 3-D Analysis										
FAR Part 77 Surfaces					2	24				
TERPs Surfaces					2	24				
150/5300-18B Surfaces					2	24				
QA/QC		2			2					
Subtotal - 3-D Airspace Analysis	0	2	0	0	8	72	0	0	0	0
Hours	0	8	16	0	25	104	0	0	40	1
Salary Costs	\$0	\$1,512	\$1,824	\$0	\$4,700	\$14,456	\$0	\$0.00	\$5,200.00	\$66.00

SUBTOTAL - SALARIES: \$27,758.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$257.00
Postage/Freight/Courier	\$35.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$250.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$542.00

SUBTOTAL: \$28,300.00

SUBCONSULTANTS FEE:

Coffman & Associates	\$0.00
Corgan	\$0.00
Quantum Spatial	\$147,200.00
Liebowitz & Horton	\$0.00
Carl Walker Parking	\$0.00

TOTAL FEE: \$175,500.00

APPENDIX B

**KILLEEN-FORT HOOD REGIONAL AIRPORT
AIRPORT MASTER PLAN**

FINAL DOCUMENTATION/COORDINATION MEETINGS

WORK TASK DESCRIPTION		E-6	E-4	E-1	P-2	P-3	D-3	T-1	T-2	T-3	X-1
		hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
10.1	Final Draft Report										
	Final Draft Report		4		8	8				20	
	QC Review	2	8		8	8					
	Administrative		1								1
	Subtotal - Final Draft	2	13	0	16	16	0	0	0	20	1
10.2	Airport Planning Meeting										
	Meeting Preparation, Execution, and Minutes	1	4			4					
	Meeting	4	4			4					
	Travel for Meeting	5	2			5					
	Subtotal - Airport Planning Meeting	10	10	0	0	13	0	0	0	0	0
10.3	Aviation Planning - Council Briefing										
	Council Briefing Preparation	1	4								
	City Council Briefing Execution	2	2								
	Travel time	5	2								
	Administrative		1								1
	Subtotal - Council Briefing	8	9	0	0	0	0	0	0	0	1
10.4	Aviation Planning - Tenant Open House										
	Open House Preparation	2	8			4				16	
	Open House Meeting Execution	4	4			4					
	Travel time					5					
	Administrative	1									1
	Subtotal - Tenant Open House	7	12	0	0	13	0	0	0	16	1
10.5	Executive Summary Brochure										
	Brochure development										
	QA/QC	1	2			2					
	Administrative		1			1					1
	Subtotal - Executive Summary	1	3	0	0	3	0	0	0	0	1
10.6	Final Report										
	Final Report		4		4			8		8	
	QC Review	1	2		2						
	Administrative		8		2						1
	Subtotal - Final Report	1	14	0	8	0	0	8	0	8	1
Hours		29	61	0	24	45	0	8	0	44	5
Salary Costs		\$8,352	\$11,529	\$0	\$3,960	\$8,460	\$0	\$704	\$0.00	\$5,720.00	\$330.00

SUBTOTAL - SALARIES: \$39,055.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$300.00
Postage/Freight/Courier	\$25.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$1,150.00

SUBTOTAL - DIRECT NON-LABOR EXPENSE: **\$1,475.00**

SUBTOTAL: **\$40,530.00**

SUBCONSULTANTS FEE:

Coffman & Associates	\$49,400.00
Corgan	\$19,300.00
Quantum Spatial	\$0.00
Liebowitz & Horton	\$0.00
Carl Walker Parking	\$0.00

TOTAL FEE: **\$109,230.00**



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-48-0361-024-2015
STATE: Texas

CERTIFICATION OF ENGINEER

I hereby certify that I am Frank McIlwain and duly authorized representative of the firm of GARVER, LLC, whose address is 3755 S. Capital of Texas Highway, Suite 105, Austin, Texas 78704, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By: 
Frank McIlwain, P.E.

DATE: 10/26/15



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of an engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.



1.6 Incorporation of Provisions. The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineers from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29): The Engineer agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Engineer receives from the Sponsor. The



Engineer agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subconsultants.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by executing this contract, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

5. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.



7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an engineer or subconsultant who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract, the Engineer certifies that at the time the Engineer executes this contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.



City of Killeen

Legislation Details

File #: RS-15-092 **Version:** 1 **Name:** Professional Services Agreement-Passenger Boarding Bridges
Type: Resolution **Status:** Resolutions
File created: 11/3/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing a professional services contract with Garver, LLC for engineering of passenger boarding bridge replacement.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Contract](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING OF BOARDING BRIDGE REPLACEMENT

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

On June 23, 2015, following competitive RFQ process, the City Council approved the selection of Garver, LLC to perform architectural, planning, and engineering services for a period of up to five years, for the Killeen-Fort Hood Regional Airport (KFHRA). On September 22, 2015, the City Council approved acceptance of an Airport Improvement Program (AIP) grant from the Federal Aviation Administration (FAA) in the amount of \$400,500.00 for two projects. One of those projects was for the initial engineering and design of the passenger boarding bridge replacement.

DISCUSSION/CONCLUSION

The KFHRA was opened for commercial service in August 2004 with four (4) operational gates with respective passenger boarding bridges (PBB). These bridges have served the Airport, the airlines and the customers well in the eleven years hence; however, despite a rigorous preventative maintenance program used by the Airport, these bridges are experiencing ever increasing mechanical and maintenance issues. The original manufacturer of the bridges is no longer in business, thus parts and maintenance support for the PBBs are increasingly difficult to obtain. In fact, several required parts necessary to keep these PBBs operational have been ordered and imported from Europe, thereby increasing the cost of repairs and operational down time of the equipment. Not only does this limit the operational capability of the Airport to meet our customer service goals, but it has also affected our airline partners as well. By replacing this equipment, KFHRA anticipates increased operational efficiency and effectiveness, decreased bridge down-time, decreased annual maintenance and repair costs, and increased customer service. To that end, staff has negotiated a professional services contract with Garver, LLC in the amount of \$289,800.00 for the initial engineering services related to the replacement of the PBBs at gates 2, 3, 4, and 5.

FISCAL IMPACT

This contract is funded with an FAA AIP grant at 90% of the total cost. The remaining 10% match requirement is funded with the Project Misc Expense RGAAF account. Staff has initiated a new Passenger Facility Charge (PFC) application that will include this project to provide for the reimbursement of the accounts used to meet the 10% match requirement. Funding in the amount of \$289,800.00 is available in account numbers 525-0515-521.98-21 Passenger Boarding Bridge and 525-0515-521.98-03 Misc. Expenses RGAAF.

RECOMMENDATION

City Council authorize the City Manager to execute a professional services contract with Garver, LLC in the amount of \$289,800.00 and that it expressly authorize the City Manager to execute any and all change orders or supplemental agreements within the amounts set by state and local law.



AGREEMENT FOR PROFESSIONAL SERVICES

**City of Killeen
Killeen, Texas
Project No. 15181082**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Killeen** of Killeen, Texas hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Generally, the scope of services includes surveying, geotechnical, and design services for the preparation of a preliminary engineering report for replacing the boarding bridges on Gates 2, 3, 4, and 5 at Killeen-Fort Hood Regional Airport.

GARVER will provide professional services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Owner.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. GARVER will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work on a mutually agreeable schedule.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER based on progress payments for the lump sum amounts shown in Table 1. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

Table 1

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Geotechnical Services	\$27,500	Lump Sum
Surveying Services	\$23,900	Lump Sum
Preliminary Engineering Report	\$231,500	Lump Sum
Project Closeout	\$6,900	Lump Sum
TOTAL FEE	\$289,800.00	

The total amount to be paid under this agreement is \$289,800. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B.

GARVER will request progress payments, and the Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates will be increased annually with the first increase effective on or about July 1, 2016.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Paying all plan review and advertising costs in connection with the project.



5. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
7. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall, to the extent allowed by law, indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall, to the extent allowed by law, indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER 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, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry;



but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will provide research regarding utilities and survey utilities located and marked by their owners as indicated in Appendix A. Since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, GARVER shall deliver to the Owner three (3) paper copies and one (1) digital copy of the final report, including one (1) paper copy and one (1) digital copy to be delivered to the FAA Airport Region Office.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees, to the extent allowed by law, to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their



professional services under this contract.

The Owner agrees, to the extent allowed by law, to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's collectable insurance proceeds for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.



SECTION 6 - CONTROL OF SERVICES

This is a Texas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Texas, and venue shall be in Bell County.

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 - OTHER

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

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.

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.



APPENDIX A
SCOPE OF SERVICES
Killeen-Fort Hood Regional Airport
Boarding Bridges Replacement – Preliminary Engineering Report

2.1 General

Generally, the scope of services includes surveying, geotechnical, and design services for the preparation of a preliminary engineering report for replacing the boarding bridges on Gates 2, 3, 4, and 5 at the Killeen-Fort Hood Regional Airport.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide survey data from field work for designing the project, and this survey will be tied to the Client's control network. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, drainage features, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction.

2.3 Geotechnical Services

Garver will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project.

2.4 Coordination

Garver will serve as the Client's representative in the preliminary engineering report phase of the project and furnish consultation and advice to the Client during the performance of this service. Garver will attend meetings, workshops, or conferences alone, with Garver's subconsultants, or with Client's representatives, local officials, state and federal agencies, utility companies, or others regarding the proposed project, its general design, functions, and impact, as indicated in this scope of services.

Interested agencies and utilities, as required to be included for this project, will be invited to attend conferences for review. Garver will furnish information to all known utility owners potentially affected by the project during the development of the report, as necessary, to coordinate efforts and obtain information for any potential utility relocations affected by this project. Garver will include the surveyed locations of the observable and marked utilities in the analysis provided in the preliminary engineering report.

2.5 Preliminary Engineering Report

Garver will be responsible for preparing and delivering a preliminary engineering report in regards to the replacement of the existing boarding bridges at Gates 2, 3, 4, and 5 with new boarding bridges. The report serves to document the design considerations, engineering analysis, and design recommendations.



The report will justify design decisions made by the engineer and will include or address the following:

1. Architectural, structural, security, civil, mechanical, and electrical design considerations.
2. General description of the project including background and history.
3. Schematic layouts, graphics, sketches, and conceptual design criteria with appropriate exhibits to indicate considerations involved and alternative solutions for future design.
4. Documentation of references and guidance used for preparation of the report including applicable AIP and design standards, design aircraft, geometric values, or modification to FAA standards.
5. Delineation of AIP non-participating work, as provided to Garver by the FAA, during the preparation of the report.
6. Status of Client's DBE participation program and identification if previously established goal can or cannot be met.
7. Construction sequencing and phasing, construction safety.
8. Environmental concerns as it relates to the design and construction of the project.
9. Providing information on bridge types, accessories, and benefits of two (2) alternatives and impact of new bridges on existing apron pavement adjacent to bridge.
10. Bridge life cycle cost analysis.
11. Pavement markings within the project work area.
12. Identification of existing drainage features within the vicinity of the project work area and recommendations for improvements required to accommodate bridge options.
13. Research regarding utilities and survey utilities located and marked by their owners or as indicated in record drawings provided by the Owner, including but not limited to gas, water, sanitary sewer, electric, and telecommunications.
14. Voice/telephone and paging/intercom needs.
15. Access control and the potential for new magnetic locks for exterior doors.
16. New cameras or other security features at bridge doors, walkway, and bogey wheel(s).
17. Information on additional security features and accessories, with benefits and alternatives.
18. Engineer's opinion of probable project cost, based on conceptual design efforts, including construction, anticipated design costs, anticipated materials testing, and other applicable costs expected by the Owner for constructing the bridges.
19. Schedule (including project initiation, preliminary engineering report preparation, potential design, potential bid opening, potential construction, and potential project closeout).

Comments received from the Client and FAA that are accepted by Garver will be addressed and implemented at each review milestone.

2.5.1 Research and Records Review

Garver will perform research and records review based on information provided by the Client. This information may include as-built/record drawings, previous reports, or existing conditions data. Information provided to Garver will be assumed to be correct.

2.5.2 Site Visits, Stakeholder's Meeting, Workshop, and Review Meetings

Garver and select subconsultants will conduct and attending in-person meetings, including one (1) project kickoff/site visit/stakeholders meeting, one (1) workshop at approximately 50% complete, and one (1) draft PER review meeting. The final PER review meeting shall be conducted with the Client via teleconference. It is anticipated that the design kickoff, site visit, and stakeholder's meeting will be conducted in one trip.



2.6 Project Deliverables

The following will be submitted to the Client, or others as indicated, by Garver:

1. Three paper and one digital copy of the Preliminary Engineering Report at the workshop (50%) milestone.
2. Three paper and one digital copy of the Preliminary Engineering Report at the Draft review (90%) milestone.
3. Three paper and one digital copy of the Preliminary Engineering Report at the Final (100%) milestone.
4. One paper copy of the Geotechnical Report.

2.7 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Report revisions for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design for refurbishing existing boarding bridges.
4. Pavement or foundation design beyond that required for replacement of the boarding bridges and that furnished in the Geotechnical Report or provided by Garver.
5. Design of any utilities relocation beyond that required for replacement of the boarding bridges and that furnished in the Geotechnical Report or provided by Garver.
6. Design of drainage systems or structures, including a hydrologic model using HEC-HMS, hydrologic analyses of the existing conditions, or analysis of detention on-site.
7. Lighting or other electrical design beyond that required for replacement of the boarding bridges.
8. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Preliminary and Final Design.
11. Bidding Services.
12. Construction Phase Services.
13. DBE goal development and plan reporting.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

2.8 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work on a mutually agreeable schedule. It is anticipated that the final preliminary engineering report will be submitted to the Client approximately 24 weeks from being issued a Notice to Proceed.

APPENDIX B

Killeen-Fort Hood Regional Airport Boarding Bridges Replacement

FEE SUMMARY

Title I Services	Estimated Fees
Geotechnical Services	\$27,500.00
Surveying Services	\$23,900.00
Preliminary Engineering Report	\$231,500.00
Project Closeout	\$6,900.00
Subtotal for Title I Services	\$289,800.00

APPENDIX B

**Killen-Fort Hood Regional Airport
Boarding Bridges Replacement**

Preliminary Engineering Report

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-2	S-3	C-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Project Development								
Coordination with Airport for Initial Scoping		4						
Coordinate with Subconsultants for Project Scoping/Outline		4						
Develop Final Project Scoping	2	8		4				
Preparation for and Attendance to Project Scoping Meeting with Airport (Including Travel Time)		6		2				
Prepare Request for Categorical Exclusion		8		12				
Coordinate with Geotechnical Engineer for Site Access		1		2				
Coordinate with Airport for Geotechnical Investigation On-Site		2						
Coordinate with Surveyor for Site Access		1		2				
Coordinate with Airport for Surveying Services On-Site		2						
Badging/Security Training with Staff		4						
Develop Quality Control Plan and Establish Design Criteria Requirements		2		6				
Coordinate with Owner for Site Visit/Design Kickoff Meeting/Stakeholder's Meeting		2		4				
Coordinate with Subconsultants for Site Visit/Design Kickoff Meeting/Stakeholder's Meeting		4						
Preparation for and Attendance to Site Visit/Design Kickoff Meeting/Stakeholder's Meeting	8	14		2	4			
Coordinate with the Airport for Record Drawings and Existing Conditions Information		2						
Perform Records Review and Research		2		4	4			
Analyze Geotechnical Data		2		4				
Preliminary Engineering Report								
Coordination with Airport	8	12		4				
Coordination with Subconsultant Designers		12		6				
Preparation for and Attendance to Bi-weekly Team Coordination Meetings (4 Teleconferences)		8		4				
Geotechnical Engineering Recommendations Discussion		1		2				
Coordination with Surveyor for Data Processing in Base Map		1		2		4		
Develop Base Map					2			
Review of Boarding Bridge Layouts		2		1				
General Narrative, Background and Project History		4		6	4			
Identify Applicable AIP Standards, Design Requirements, Safety Dimensions, Design Aircraft, and Geometric Values		6		12	8			
Address Construction Safety		4		6	2			
Analysis for Apron Pavement Adjacent to Bridges		4		8				
Analysis for Apron Pavement Markings		8		12				
Delineation of AIP Non-Participating Work		1		2				
Narrative for Modifications to Standards		1		2				
DBE Participation Narrative		2		8				
Conceptual Site Layout Plan		4		6	8			
Engage Contractor's for Market Value of Materials		4		6	6			
Engineer's Opinion of Probable Cost		4		8	2			
Prepare Project Photographs and Report Graphics		1		2	4			
Prepare 50% Design Information for Workshop		2		8				

Preparation for and Attendance to Workshop		10		4				
Incorporate Workshop Components into Report		2		6	6			
Develop Draft Report		2		8	8			
Quality Control Review	4	4					2	
Implement Quality Control Review Comments		2		8	8			
Reproduction and Assembly of Draft PER				2	2			6
Submit Draft Deliverables		1		4				2
Preparation for and Attendance to Draft PER Review Meeting	8	10		4				
Revise Report Narratives based on Draft PER Review Meeting Comments		4		8	8			
Revise Report Layouts and Exhibits based on Draft PER Review Meeting Comments		4		8	12			
Revise Engineer's Opinion of Probable Cost		2		6				
Quality Control Review	4	4						
Implement Quality Control Review Comments		2		4	4			
Reproduction and Assembly of Final PER				4	4			6
Submit Final Deliverables		1		2				2
Preparation for and Attendance to Final PER Design Review Meeting		10		4				
Reproduction and Publish Final PER		2			4			2
Subtotal - Civil Engineering	34	209	0	219	100	4	2	18
2. Structural Engineering								
Preliminary Engineering Report								
Structural QC Review	2	1						
Subtotal - Structural Engineering	2	1	0	0	0	0	0	0
3. Architectural								
Preliminary Engineering Report								
Architectural QC Review		3						
Subtotal - Architectural	0	3	0	0	0	0	0	0
4. Mechanical Engineering								
Project Development								
Preparation for and Attendance to Site Visit/Design Kickoff Meeting/Stakeholder's Meeting		20						
Coordinate with the PM for Existing Record Drawings		1						
Research and Records Review				4				
Preliminary Engineering Report								
Coordination with Subconsultants		2						
Coordination with Boarding Bridge Manufacturers		4						
Preparation for and Attendance to Bi-weekly Team Coordination Meetings (4 Teleconferences)		4						
Discipline Narrative		2						
Preliminary Mechanical Layout Plan		2		4				
Preliminary Mechanical Engineering Calculations		8		4				
Coordination with Boarding Bridge Manufacturers		4		2				
Engage Contractor's for Market Value of Materials		2						
Engineer's Opinion of Probable Cost		2						
Prepare Information for Team at Workshop		2						
Incorporate Workshop Components into Report		2		4				
Develop Draft Report		2		2				
Quality Control Review	1	2						
Implement Quality Control Review Comments		1		2				
Coordination with PM for Submittal of Draft Deliverables		1						
Preparation for and Attendance to Draft PER Review Meeting		16						
Revise Report Narratives based on Draft PER Review Comments		2		4				
Revise Report Layouts and Exhibits based on Draft PER Review Comments		1		2				
Revise Engineer's Opinion of Probable Cost		2						
Quality Control Review	1	2						
Implement Quality Control Review Comments		1		2				
Submit Final Deliverables		1						
Preparation for and Attendance to Final PER Design Review Meeting (Via Phone)		2						
Subtotal - Mechanical Engineering	2	88	0	30	0	0	0	0

5. Electrical Engineering								
Project Development								
Preparation for and Attendance to Site Visit/Design Kickoff Meeting/Stakeholder's Meeting			16	2				
Coordinate with the PM for Existing Record Drawings				1				
Research and Records Review			2	4				
Preliminary Engineering Report								
Coordination with Subconsultants			2	4				
Coordination with Boarding Bridge Manufacturers			4	2				
Preparation for and Attendance to Bi-weekly Team Coordination Meetings (4 Teleconferences)			4					
Discipline Narrative			4	2				
Analysis of Power Adequate from Existing Building			8	14				
Utility Requirements for Bridge Accessories			1	2				
Preliminary Electrical Layout Plan			4	6				
Engage Contractor's for Market Value of Materials			1					
Engineer's Opinion of Probable Cost			2	4				
Prepare Information for Team at Workshop			2	2				
Develop Draft Report			4	2				
Quality Control Review	4	1						
Implement Quality Control Review Comments			1	2				
Coordination with PM for Submittal of Draft Deliverables			1					
Preparation for and Attendance to Draft PER Review Meeting			10					
Revise Report Narratives based on Owner/FAA Comments			1	2				
Revise Report Layouts and Exhibits based on Owner/FAA Comments			1	2				
Revise Engineer's Opinion of Probable Cost			1	2				
Quality Control Review	4	1						
Implement Quality Control Review Comments				2				
Submit Final Deliverables				1				
Preparation for and Attendance to Final PER Design Review Meeting (Via Phone)			2					
Subtotal - Electrical Engineering	8	2	71	56	0	0	0	0

Hours 46 303 71 305 100 4 2 18

Salary Costs \$12,696.00 \$54,843.00 \$10,792.00 \$33,245.00 \$11,500.00 \$344.00 \$286.00 \$1,134.00

SUBTOTAL - SALARIES: \$124,840.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$1,198.00
Postage/Freight/Courier \$300.00
Office Supplies/Equipment \$50.00
Computer Modeling/Software Use \$50.00
Travel Costs \$3,562.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$5,160.00

SUBTOTAL: \$130,000.00

SUBCONSULTANT FEE:

Corgan \$84,700.00
The Faith Group \$16,800.00

TOTAL FEE: \$231,500.00

APPENDIX B

**Killen-Fort Hood Regional Airport
Boarding Bridges Replacement**

Project Closeout

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-2	C-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Coordinate with Airport for Project/Grant Closeout		4		4				
Sponsor Certifications		2		4				
Final Outlay Report (SF-271)		2		4				
Final Federal Financial Report (SF-425)		2		4				
Distribution of Cost Spreadsheet		2		2				
Summary of DBE Utilization Including Obtaining Statement from Subconsultant DBEs		4		4				
Sponsor Cover Letter				1				
Prepare and Submit Closeout Manual to Airport				2				4
Subtotal - Civil Engineering	0	16	0	25	0	0	0	4

Hours	0	16	0	25	0	0	0	4
Salary Costs	\$0.00	\$2,896.00	\$0.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$252.00

SUBTOTAL - SALARIES: \$6,398.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$327.00
Postage/Freight/Courier	\$125.00
Office Supplies/Equipment	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$502.00

SUBTOTAL: \$6,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$6,900.00



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-48-0361-025-2015
STATE: Texas

CERTIFICATION OF ENGINEER

I hereby certify that I am Frank McIlwain and duly authorized representative of the firm of GARVER, LLC, whose address is 3755 S. Capital of Texas Highway, Suite 105, Austin, Texas 78704, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By: 
Frank McIlwain, P.E.

DATE: 10/26/15



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of an engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.



1.6 Incorporation of Provisions. The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineers from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29): The Engineer agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Engineer receives from the Sponsor. The



Engineer agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subconsultants.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by executing this contract, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

5. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.



7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an engineer or subconsultant who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

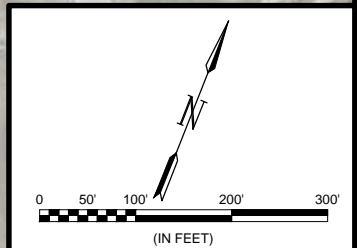
- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.


10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract, the Engineer certifies that at the time the Engineer executes this contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Appendix E - Project Area

File: L:\2014\14181080 - Killeen-Ft Hood Airport 2014\Boarding Bridges\FAA Exclusion Layouts.dwg Last Save: 8/18/2015 9:21 AM Last saved by: NRWeston
Last plotted by: Weston, Natalie R. Plot Style: AECmono.ctb Plot Date: 8/18/2015 9:23 AM Plotter used: DWG To PDF.pc3



LEGEND	
	APPROXIMATE PROJECT AREA



KILLEEN - FORT HOOD REGIONAL AIRPORT
BOARDING BRIDGES REPLACEMENT



City of Killeen

Legislation Details

File #: RS-15-093 **Version:** 1 **Name:** Investment Report - Quarter Ended September 30, 2015
Type: Resolution **Status:** Resolutions
File created: 11/6/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution approving the investment report for the quarter ended September 30, 2015.
Sponsors: Finance Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Investment Report](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Quarterly Investment Report,
September 30, 2015**

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The City of Killeen's investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly report shall include a detailed description of the investment position of the City, summarize the investment activity in each pooled fund group, state the total rate of return on the investment portfolio, and contain information regarding the market value and book values of each separately invested asset. The report also states the compliance of the investment portfolio of the City as it relates to the investment strategy expressed in the City's policy and the relevant provisions of the Public Funds Investment Act.

DISCUSSION/CONCLUSION

The attached investment report summarizes all investment activity for the quarter that ended September 30, 2015. The highlights of the report are as follows:

	April - June 2015	July - Sep 2015	Change
Interest Income	\$73,677	\$70,390	-4.46%
Investment Balance	\$128,003,421	\$97,586,506	-23.76%
Average Yield	0.26%	0.31%	0.05%

FISCAL IMPACT

Our investment portfolio directly impacts our interest earnings and aligns with current budgeted amounts.

RECOMMENDATION

Staff recommends that the City Council approve the attached investment report for the quarter that ended September 30, 2015.



City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2015

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.


Executive Director of Finance


Assistant Director of Finance

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds traded +/- 10 bps). Although the domestic employment and economic conditions reflect moderate growth, longer term uncertainty and international conditions influenced the FOMC to delay "lift-off." The US stock markets retrenched from their peaks, but seem to have stabilized. International military conflicts require ongoing concern. Financial institution deposits and laddering targeted cash flows still provide the best interest earnings opportunity.

FYE Results by Investment Category:

<u>Asset Type</u>	<u>September 30, 2014</u>			<u>September 30, 2015</u>		
	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>
Demand Accounts	0.83%	\$ 4,146,597	\$ 4,146,597	0.45%	\$ 9,930,938	\$ 9,930,938
Pools/MMA	0.12%	89,120,171	89,120,171	0.15%	65,057,376	65,057,376
Securities/CDs	0.50%	36,119,444	36,119,444	0.70%	22,598,192	22,598,192
Totals		\$ 129,386,212	\$ 129,386,212		\$ 97,586,506	\$ 97,586,506

	<u>2014</u>	<u>2015</u>	<u>Change</u>
Total Portfolio (1)	0.19%	0.26%	0.07%
Rolling Three Mo. Treas. Yield	0.04%	0.03%	-0.02%
Rolling Six Mo. Treas. Yield	0.07%	0.10%	0.03%
Quarterly TexPool Yield	0.03%	0.06%	0.03%

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Summary

Quarter End Results by Investment Category:

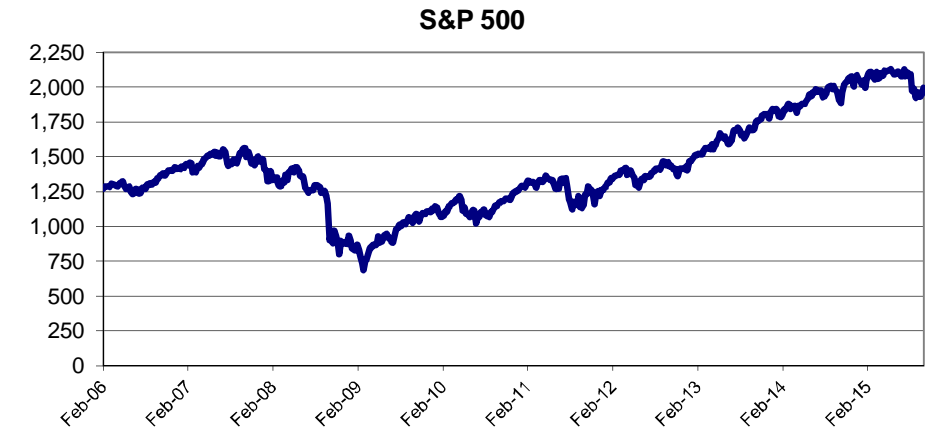
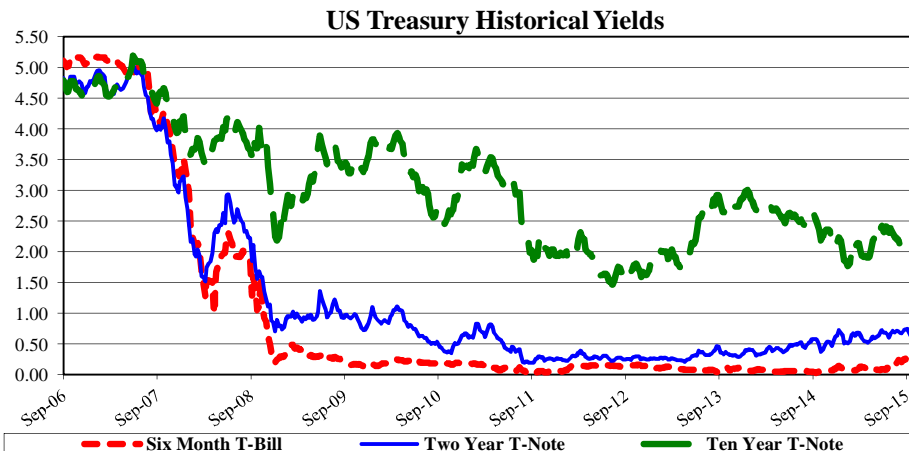
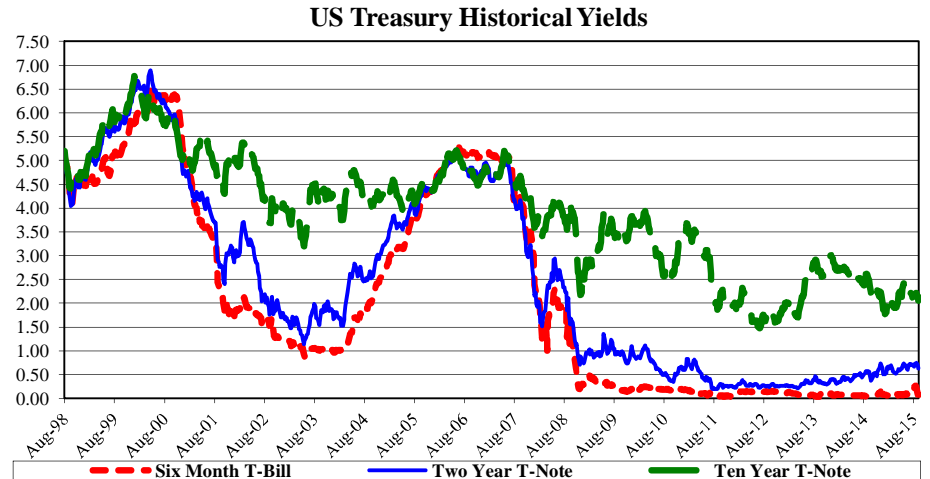
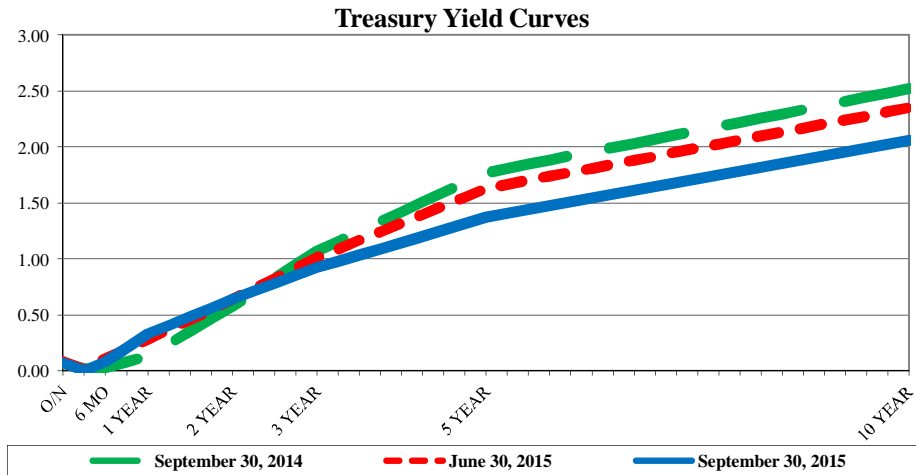
<u>Asset Type</u>	<u>Ave. Yield</u>	<u>September 30, 2015</u>		<u>June 30, 2015</u>	
		<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>
Demand Accounts	0.45%	\$ 9,930,938	\$ 9,930,938	\$ 10,659,212	\$ 10,659,212
Pools/MMA	0.15%	65,057,376	65,057,376	86,732,802	86,732,802
Securities/CDs	0.70%	22,598,192	22,598,192	30,611,407	30,611,407
Totals		\$ 97,586,506	\$ 97,586,506	\$ 128,003,421	\$ 128,003,421

Average Yield (1)		Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	0.31%	Total Portfolio	0.26%
Rolling Three Mo. Treas. Yield	0.04%	Rolling Three Mo. Treas. Yield	0.03%
Rolling Six Mo. Treas. Yield	0.13%	Rolling Six Mo. Treas. Yield	0.09%
		Quarterly TexPool Yield	0.06%
		Interest Income	Bank Fees Offset
	Quarterly \$	70,390	\$ 8,883
	Year-to-date \$	294,373	\$ 33,744

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds traded +/-10 bps). The FOMC met 9/16 & 17 and chose to delay "lift-off" citing global economic concerns for the first time. The September new payroll numbers were a disappointing +142k and included downward Aug and July revisions. The overall unemployment rate remained 5.1%. US stock markets experienced volatility, but did stem the decline and advanced slightly. Chinese stock market and economic concerns continue. Continuing to ladder provides strategic advantage. Municipal bonds and financial institution deposits generally provide the best interest earnings opportunity, if available. Short to medium term US Government security yields fell on the non-FOMC action and, then again, on the September payroll weakness.



Detail of Holdings
September 30, 2015

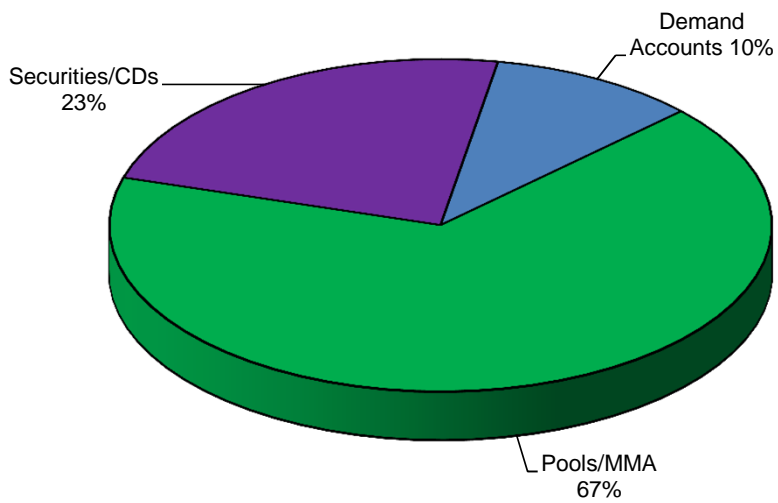
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.45%	10/01/15	09/30/15	9,919,844	\$ 9,919,844	1.00	\$ 9,919,844	1	0.45%
Union State Bank		0.15%	10/01/15	09/30/15	11,095	11,095	1.00	11,095	1	0.15%
BBVA Compass MMA 3		0.15%	10/01/15	09/30/15	5,026,953	5,026,953	1.00	5,026,953	1	0.15%
BBVA Compass MMA 4		0.15%	10/01/15	09/30/15	7,591,177	7,591,177	1.00	7,591,177	1	0.15%
FILA (IDP)		0.21%	10/01/15	09/30/15	10,023,588	10,023,588	1.00	10,023,588	1	0.21%
FILA (IDP) 2		0.21%	10/01/15	09/30/15	8,018,748	8,018,748	1.00	8,018,748	1	0.21%
Comerica MMA		0.15%	10/01/15	09/30/15	354,156	354,156	1.00	354,156	1	0.15%
Southside Bank MMA		0.22%	10/01/15	09/30/15	7,585,817	7,585,817	1.00	7,585,817	1	0.22%
TexasTerm	AAAm	0.10%	10/01/15	09/30/15	394,336	394,336	1.00	394,336	1	0.10%
TexPool	AAAm	0.09%	10/01/15	09/30/15	22,416,140	22,416,140	1.00	22,416,140	1	0.09%
TexStar	AAAm	0.10%	10/01/15	09/30/15	3,646,462	3,646,462	1.00	3,646,462	1	0.10%
Independent Bank CD		0.55%	12/12/15	09/12/14	3,016,534	3,016,534	100.00	3,016,534	73	0.55%
Independent Bank CD		0.35%	03/04/16	03/04/15	1,502,648	1,502,648	100.00	1,502,648	156	0.35%
Central National Bank CD		0.74%	03/05/16	09/05/14	2,014,841	2,014,841	100.00	2,014,841	157	0.74%
Southside Bank CD		0.60%	03/08/16	09/08/14	1,006,014	1,006,014	100.00	1,006,014	160	0.60%
Central National Bank CD		0.55%	05/06/16	05/06/15	2,503,466	2,503,466	100.00	2,503,466	219	0.55%
Independent Bank CD		0.55%	06/04/16	03/04/15	2,506,936	2,506,936	100.00	2,506,936	248	0.55%
Southside Bank CD		0.70%	09/08/16	09/08/14	1,007,018	1,007,018	100.00	1,007,018	344	0.70%
Comerica Bank CD		0.72%	09/08/16	09/08/14	2,014,448	2,014,448	100.00	2,014,448	344	0.72%
Comerica Bank CD		0.80%	03/02/17	03/02/15	2,008,079	2,008,079	100.00	2,008,079	519	0.80%
Central National Bank CD		1.01%	03/09/17	09/09/15	3,000,000	3,000,000	100.00	3,000,000	526	1.01%
Central National Bank CD		0.95%	04/26/17	04/26/15	2,018,208	2,018,208	100.00	2,018,208	574	0.95%
						\$ 97,586,506	\$ 97,586,506	\$ 97,586,506	72	0.31%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

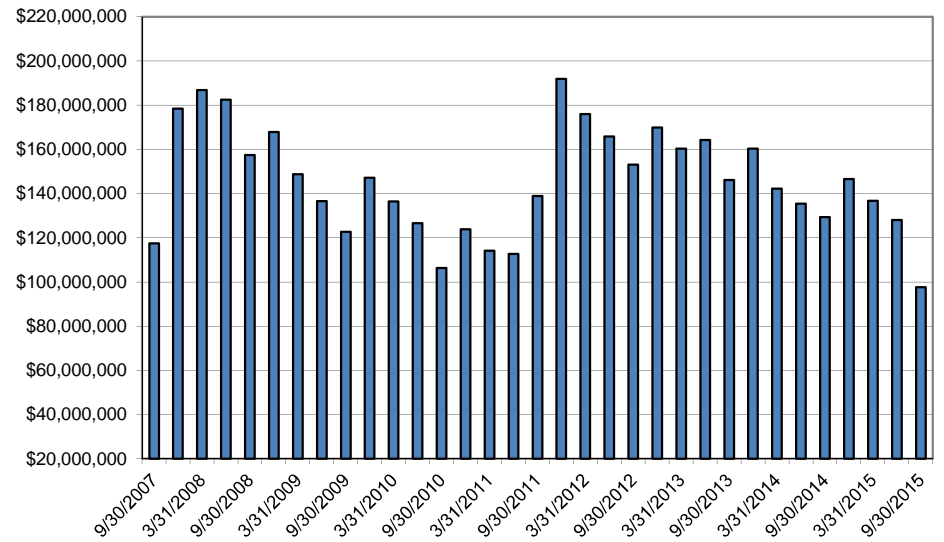
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.

(3) **Bank Fees Offset Equivalent Yield** - Compensating balance in bank operating account yielded a blended equivalent investment yield as a result of Bank fees offset.

Portfolio Composition



Total Portfolio



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	June 30, 2015		Purchases/ Adjustments	Sales/Adjust/ Maturities	September 30, 2015	
			Par Value	Book Value			Par Value	Book Value
BBVA Demand Account	0.45%	10/01/15	\$ 10,648,121	\$ 10,648,121	\$ -	\$ (728,277)	\$ 9,919,844	\$ 9,919,844
Union State Bank	0.15%	10/01/15	11,091	11,091	4		11,095	11,095
BBVA Compass MMA 3	0.15%	10/01/15	5,025,305	5,025,305	1,647		5,026,953	5,026,953
BBVA Compass MMA 4	0.15%	10/01/15	14,585,774	14,585,774		(6,994,597)	7,591,177	7,591,177
FILA (IDP)	0.21%	10/01/15	7,012,032	7,012,032	3,011,557		10,023,588	10,023,588
FILA (IDP) 2	0.21%	10/01/15	12,020,551	12,020,551		(4,001,803)	8,018,748	8,018,748
Comerica MMA	0.15%	10/01/15	3,153,888	3,153,888		(2,799,732)	354,156	354,156
Southside Bank MMA	0.22%	10/01/15	7,082,178	7,082,178	503,639		7,585,817	7,585,817
TexasTerm	0.10%	10/01/15	394,223	394,223	112		394,336	394,336
TexPool	0.09%	10/01/15	33,813,166	33,813,166		(11,397,025)	22,416,140	22,416,140
TexStar	0.10%	10/01/15	3,645,686	3,645,686	776		3,646,462	3,646,462
Central National Bank CD	0.61%	09/05/15	2,009,139	2,009,139		(2,009,139)		
Independent Bank CD	0.38%	09/09/15	3,008,535	3,008,535		(3,008,535)		
Independent Bank CD	0.38%	09/09/15	3,008,535	3,008,535		(3,008,535)		
Independent Bank CD	0.37%	09/17/15	3,018,952	3,018,952		(3,018,952)		
Independent Bank CD	0.55%	12/12/15	3,012,358	3,012,358	4,176		3,016,534	3,016,534
Independent Bank CD	0.35%	03/04/16	1,501,323	1,501,323	1,324		1,502,648	1,502,648
Central National Bank CD	0.74%	03/05/16	2,011,090	2,011,090	3,751		2,014,841	2,014,841
Southside Bank CD	0.60%	03/08/16	1,004,494	1,004,494	1,519		1,006,014	1,006,014
Central National Bank CD	0.55%	05/06/16	2,500,000	2,500,000	3,466		2,503,466	2,503,466
Independent Bank CD	0.55%	06/04/16	2,503,466	2,503,466	3,471		2,506,936	2,506,936
Southside Bank CD	0.70%	09/08/16	1,005,245	1,005,245	1,774		1,007,018	1,007,018
Comerica Bank CD	0.72%	09/08/16	2,010,796	2,010,796	3,651		2,014,448	2,014,448
Comerica Bank CD	0.80%	03/02/17	2,004,036	2,004,036	4,044		2,008,079	2,008,079
Central National Bank CD	1.01%	03/09/17			3,000,000		3,000,000	3,000,000
Central National Bank CD	0.95%	04/26/17	2,013,439	2,013,439	4,769		2,018,208	2,018,208
TOTAL			\$ 128,003,421	\$ 128,003,421	\$ 6,549,680	\$ (36,966,595)	\$ 97,586,506	\$ 97,586,506

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	June 30, 2015		Qtr to Qtr Change	September 30, 2015	
			Par Value	Market Value		Par Value	Market Value
BBVA Demand Account	0.45%	10/01/15	\$ 10,648,121	\$ 10,648,121	\$ (728,277)	\$ 9,919,844	\$ 9,919,844
Union State Bank	0.15%	10/01/15	11,091	11,091	4	11,095	11,095
BBVA Compass MMA 3	0.15%	10/01/15	5,025,305	5,025,305	1,647	5,026,953	5,026,953
BBVA Compass MMA 4	0.15%	10/01/15	14,585,774	14,585,774	(6,994,597)	7,591,177	7,591,177
FILA (IDP)	0.21%	10/01/15	7,012,032	7,012,032	3,011,557	10,023,588	10,023,588
FILA (IDP) 2	0.21%	10/01/15	12,020,551	12,020,551	(4,001,803)	8,018,748	8,018,748
Comerica MMA	0.15%	10/01/15	3,153,888	3,153,888	(2,799,732)	354,156	354,156
Southside Bank MMA	0.22%	10/01/15	7,082,178	7,082,178	503,639	7,585,817	7,585,817
TexasTerm	0.10%	10/01/15	394,223	394,223	112	394,336	394,336
TexPool	0.09%	10/01/15	33,813,166	33,813,166	(11,397,025)	22,416,140	22,416,140
TexStar	0.10%	10/01/15	3,645,686	3,645,686	776	3,646,462	3,646,462
Central National Bank CD	0.61%	09/05/15	2,009,139	2,009,139	(2,009,139)		
Independent Bank CD	0.38%	09/09/15	3,008,535	3,008,535	(3,008,535)		
Independent Bank CD	0.38%	09/09/15	3,008,535	3,008,535	(3,008,535)		
Independent Bank CD	0.37%	09/17/15	3,018,952	3,018,952	(3,018,952)		
Independent Bank CD	0.55%	12/12/15	3,012,358	3,012,358	4,176	3,016,534	3,016,534
Independent Bank CD	0.35%	03/04/16	1,501,323	1,501,323	1,324	1,502,648	1,502,648
Central National Bank CD	0.74%	03/05/16	2,011,090	2,011,090	3,751	2,014,841	2,014,841
Southside Bank CD	0.60%	03/08/16	1,004,494	1,004,494	1,519	1,006,014	1,006,014
Central National Bank CD	0.55%	05/06/16	2,500,000	2,500,000	3,466	2,503,466	2,503,466
Independent Bank CD	0.55%	06/04/16	2,503,466	2,503,466	3,471	2,506,936	2,506,936
Southside Bank CD	0.70%	09/08/16	1,005,245	1,005,245	1,774	1,007,018	1,007,018
Comerica Bank CD	0.72%	09/08/16	2,010,796	2,010,796	3,651	2,014,448	2,014,448
Comerica Bank CD	0.80%	03/02/17	2,004,036	2,004,036	4,044	2,008,079	2,008,079
Central National Bank CD	1.01%	03/09/17			3,000,000	3,000,000	3,000,000
Central National Bank CD	0.95%	04/26/17	2,013,439	2,013,439	4,769	2,018,208	2,018,208
TOTAL			\$ 128,003,421	\$ 128,003,421	\$ (30,416,914)	\$ 97,586,506	\$ 97,586,506

Allocation

September 30, 2015

Book & Market Value	Maturity Date	Total	General Operating	Special Revenue	Interest & Sinking	Enterprise Funds	Capital Projects	KEDC
BBVA Demand Account	10/01/15	\$ 9,919,844	\$ 1,931,645	\$ 2,604,670	\$ 2,475,154	\$ 1,606,674	\$ 1,067,950	\$ 233,751
Union State Bank	10/01/15	11,095					11,095	
BBVA Compass MMA 3	10/01/15	5,026,953				1,507,990	3,518,962	
BBVA Compass MMA 4	10/01/15	7,591,177	6,583,041				1,008,136	
FILA (IDP)	10/01/15	10,023,588	1,003,509			4,008,167	5,011,913	
FILA (IDP) 2	10/01/15	8,018,748				5,012,623	3,006,125	
Comerica MMA	10/01/15	354,156	220,743				133,413	
Southside Bank MMA	10/01/15	7,585,817					7,585,817	
TexasTerm	10/01/15	394,336	52,418			52,375	289,543	
TexPool	10/01/15	22,416,140	337,895	721,307	602,252	4,639,272	11,252,008	4,863,406
TexStar	10/01/15	3,646,462	2,430,974			1,215,487		
Independent Bank CD	12/12/15	3,016,534					3,016,534	
Independent Bank CD	03/04/16	1,502,648				1,502,648		
Central National Bank CD	03/05/16	2,014,841					2,014,841	
Southside Bank CD	03/08/16	1,006,014				1,006,014		
Central National Bank CD	05/06/16	2,503,466					2,503,466	
Independent Bank CD	06/04/16	2,506,936					2,506,936	
Southside Bank CD	09/08/16	1,007,018				1,007,018		
Comerica Bank CD	09/08/16	2,014,448				2,014,448		
Comerica Bank CD	03/02/17	2,008,079	2,008,079					
Central National Bank CD	03/09/17	3,000,000					3,000,000	
Central National Bank CD	04/26/17	2,018,208					2,018,208	
Totals		\$ 97,586,506	\$ 14,568,303	\$ 3,325,977	\$ 3,077,406	\$ 23,572,716	\$ 47,944,947	\$ 5,097,157

Allocation

June 30, 2015

Book & Market Value	Maturity Date	Total	General Operating	Special Revenue	Interest & Sinking	Enterprise Funds	Capital Projects	KEDC
BBVA Demand Account	07/01/15	\$ 10,648,121	\$ 1,715,930	\$ 2,384,662	\$ 4,338,682	\$ (181,376)	\$ 2,326,116	\$ 64,108
Union State Bank	07/01/15	11,091					11,091	
BBVA Compass MMA 3	07/01/15	5,025,305	2,010,157			1,507,580	1,507,569	
BBVA Compass MMA 4	07/01/15	14,585,774	13,577,967				1,007,807	
FILA (IDP)	07/01/15	7,012,032	2,002,770				5,009,261	
FILA (IDP) 2	07/01/15	12,020,551				9,016,016	3,004,534	
Comerica MMA	07/01/15	3,153,888	3,020,525				133,362	
Southside Bank MMA	07/01/15	7,082,178					7,082,178	
TexasTerm	07/01/15	394,223	52,403			52,360	289,461	
TexPool	07/01/15	33,813,166	175,742	707,811	13,428,265	5,636,032	9,282,782	4,582,533
TexStar	07/01/15	3,645,686	2,430,457			1,215,229		
Central National Bank CD	09/05/15	2,009,139					2,009,139	
Independent Bank CD	09/09/15	3,008,535					3,008,535	
Independent Bank CD	09/09/15	3,008,535					3,008,535	
Independent Bank CD	09/17/15	3,018,952					3,018,952	
Independent Bank CD	12/12/15	3,012,358					3,012,358	
Independent Bank CD	03/04/16	1,501,323				1,501,323		
Central National Bank CD	03/05/16	2,011,090					2,011,090	
Southside Bank CD	03/08/16	1,004,494				1,004,494		
Central National Bank CD	05/06/16	2,500,000					2,500,000	
Independent Bank CD	06/04/16	2,503,466					2,503,466	
Southside Bank CD	09/08/16	1,005,245				1,005,245		
Comerica Bank CD	09/08/16	2,010,796				2,010,796		
Comerica Bank CD	03/02/17	2,004,036	2,004,036					
Central National Bank CD	04/26/17	2,013,439					2,013,439	
Totals		\$ 128,003,421	\$ 26,989,986	\$ 3,092,472	\$ 17,766,947	\$ 22,767,700	\$ 52,739,674	\$ 4,646,641



City of Killeen

Legislation Details

File #: PH-15-056A **Version:** 1 **Name:** Fort Hood Force Reduction Assessment
Type: Resolution/Public Hearing **Status:** Public Hearings
File created: 10/16/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing a professional services contract in support of the Fort Hood Force Reduction Assessment.
Sponsors: Support Services Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Letter of Agreement](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Fort Hood Force Reduction Assessment

ORIGINATING DEPARTMENT

Support Services

BACKGROUND INFORMATION

The Department of Defense (DoD) recently announced personnel cuts across the military including a reduction of 3,300 soldiers at Fort Hood. DoD's Office of Economic Adjustment (OEA) then informed the City of Killeen that it could request a federal grant to conduct a comprehensive assessment of the impact of this force reduction, specifically in the areas of retail, housing, education, employment, small business, and defense suppliers.

As with the Joint Land Use Study (JLUS), DoD selects civilian communities to serve as force reduction assessment sponsors. Sponsors coordinate with OEA to secure application approval and grant funding. Sponsors also recruit, select, and manage contract support to perform these assessments. Unlike the JLUS, sponsors are not required to provide a match. OEA provides 100% of force reduction assessment grant funding.

DISCUSSION/CONCLUSION

Staff prepared the Fort Hood Force Reduction Assessment application and submitted it on August 17, 2015. OEA subsequently approved it. The City of Killeen is the sponsor; the City Manager is the authorizing official; and the Executive Director of Support Services is the grant point of contact and project officer.

Although this assessment is separate from the JLUS, staff will synchronize the contract support of both efforts and ensure regional collaboration. Heart of Texas Defense Alliance (HOTDA) will also assist by providing expertise and administrative support as desired.

City staff evaluated professional services options and recommends Mr. Rick Gibbs be hired to conduct this assessment. Mr. Gibbs retired from active duty in the United States Army in 2013 at the rank of Brigadier General and now resides in Harker Heights. He has both the experience and expertise required to conduct this assessment.

Mr. Gibbs would begin work on November 11, 2015, and complete the assessment no later than July 31, 2016. Information in the assessment will be compiled into a written report for locally-elected officials and community stakeholders and include recommendations for addressing and mitigating identified community and regional impacts. Staff will provide Mr. Gibbs an office in city hall (Room #331), computer and phone support, and city network access.

FISCAL IMPACT

OEA approved a budget of \$148,400.00 for the conduct of this assessment. A maximum of \$80,000.00 is allocated for contractor support, specifically monetary compensation and

approved expenses. Funds will be available in the Force Reduction Grant fund account numbers 251-2035-415-41-10 and 251-2035-415-44-20.

RECOMMENDATION

Staff recommends that the City Manager be authorized to sign a professional services agreement with Mr. Rick Gibbs for the conduct of the Fort Hood Force Reduction Assessment during the period November 2015 to July 2016, and that he is authorized to execute any and all change orders within the amounts set by state and local law.

LETTER OF AGREEMENT

This is a Letter of Agreement between the City of Killeen (referred to herein as “City”) and Ricky D. Gibbs (referred to herein as “Contractor.”) In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

Definitions

City is identified as the City of Killeen, Texas.

Contractor is identified as Ricky D. Gibbs. Contractor is an independent contractor and under no circumstances shall be deemed an agent, employee or representative of the City.

Scope of Agreement

The purpose of this Agreement is as follows:

Contractor will coordinate and conduct a comprehensive assessment of community and regional impacts resulting from active duty and/or civilian force reductions at Fort Hood, Texas that were announced by the United States Army in 2015. The assessment will include impacts in the following areas; retail (economic), housing, education, employment, small businesses and defense suppliers.

Contractor will coordinate a task completion schedule with the City and deliver the assessment to the City no later than July 31, 2016. Information will be compiled into a written and professionally bound report (25 copies) for use by locally elected officials and community stakeholders. The report will include recommendations for addressing and implementing identified impacts.

General Provisions

The assessment will be funded by a grant managed by the Office of Economic Adjustment, Department of Defense. A maximum of \$80,000.00 is available on a reimbursable basis for monetary compensation and approved expenses.

Contractor deliverable will not duplicate any previous assessment conducted by the United States Army and any such assessments will be considered with this task.

City will provide dedicated office workspace in city hall with a computer, phone and office key and access to the City of Killeen network. City will also facilitate local stakeholder access and provide information that supports the assessment.

Contractor will contact, coordinate and participate in meetings with elected officials and community stakeholders.

Term of Agreement

This Agreement shall commence on November 11, 2015, and terminate July 31, 2016.

Consideration

Contractor agrees to provide the services stated above for the following consideration:

Contractor is authorized to provide services up and bill up to a maximum of 40-hours per week. Contractor will submit monthly invoices to Finance containing service hours and authorized expenses. Monetary compensation will be computed on an hourly basis and be provided by the City on a monthly reimbursable basis. Additional expenses will be coordinated with the City beforehand and reimbursed from grant funds as required.

Cancellation

Either party may cancel this Agreement without obligation to the other by giving ten (10) days written notice. For purposes of this section, notice to the City shall be made to the Executive Director of Support Services. Contractor will be paid for services performed prior to the date the agreement is cancelled.

Texas Law

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

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

Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the city and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or

persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Contractor's acts or omissions, and for any other act not resulting from the negligence of the City, in the performance of this contract.

Nondiscrimination

In the performance of the services under this Contract, Contractor agrees not to discriminate against any participant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry.

Entire Agreement

This Agreement shall represent the entire agreement by and between the parties. This agreement shall supersede and replace in its entirety any prior agreement or understanding, either written or oral. This agreement may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO this 11th day of November, 2015, by the undersigned parties who acknowledge that they have read and understand this Agreement and the undersigned parties hereby execute this legal document voluntarily and of their own free will.

5041

City of Killeen:

Address:

P.O. Box 1329

Killeen, TX 76540-1329

Glenn Morrison
City Manager

Contractor:

Address:

721 Bluebonnet Lane
Temple, TX 76502

Ricky D. Gibbs
Ricky D. Gibbs



City of Killeen

Legislation Details

File #: PH-15-056B **Version:** 1 **Name:** Force Reduction Assessment Grant
Type: Resolution/Public Hearing **Status:** Public Hearings
File created: 11/3/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution accepting the Force Reduction Assessment Grant.
Sponsors: Support Services Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Force Reduction Assessment Grant

ORIGINATING DEPARTMENT

Support Services

BACKGROUND INFORMATION

The Department of Defense (DoD) recently announced personnel cuts across the military including a reduction of 3,300 soldiers at Fort Hood. DoD's Office of Economic Adjustment (OEA) then informed the City of Killeen that it could request a federal grant to conduct a comprehensive assessment of the impact of this force reduction, specifically in the areas of retail, housing, education, employment, small business and defense suppliers.

As with the Joint Land Use Study (JLUS), DoD selects civilian communities to serve as force reduction assessment sponsors. Sponsors coordinate with OEA to secure application approval and grant funding. Sponsors also recruit, select and manage contract support to perform these assessments. Unlike the JLUS, sponsors are not required to provide a match. OEA provides 100% of force reduction assessment grant funding.

DISCUSSION/CONCLUSION

Staff prepared the Fort Hood Force Reduction Assessment application and submitted it on August 17, 2015. OEA subsequently approved it. The City of Killeen is the sponsor; the City Manager is the Authorizing Official; and the Executive Director of Support Services is the Grant POC and project officer.

This assessment is separate from the JLUS, however staff will synchronize the contract support of both efforts and ensure regional collaboration. Heart of Texas Defense Alliance (HOTDA) will also assist by providing expertise and administrative support as desired.

FISCAL IMPACT

The total budget for the assessment is \$148,400. The Force Reduction Assessment grant from OEA will fund all project expenses. Revenues and expenditures related to the grant will occur in the 251 - Force Reduction Grant fund. The length of the award is from August 1, 2015, until July 31, 2016, and requests for extensions may be submitted as appropriate.

RECOMMENDATION

Staff recommends that the City Council approve the Force Reduction Assessment Grant application, authorize the City Manager to accept the grant (electronic signature) and administer the duties required by the grant.



City of Killeen

Legislation Details

File #: PH-15-056C **Version:** 1 **Name:** Force Reduction Budget Amendment
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 10/22/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Force Reduction Fund grant revenue account by \$148,400 and various operating expenditure accounts by \$148,400.
Sponsors: Finance Department, Support Services Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Fort Hood Force Reduction Assessment
Budget Amendment**

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The Department of Defense (DOD) recently announced personnel cuts across the military including a reduction of 3,300 soldiers at Fort Hood. DOD's Office of Economic Adjustment (OEA) then informed the City of Killeen that it could request a federal grant to conduct a comprehensive assessment of the impact of this force reduction, specifically in the areas of retail, housing, education, employment, small business, and defense suppliers.

As with the Joint Land Use Study (JLUS) DoD selects civilian communities to serve as force reduction assessment sponsors. Sponsors coordinate with OEA to secure application approval and grant funding. Sponsors also recruit, select, and manage contract support to perform these assessments.

DISCUSSION/CONCLUSION

Staff prepared the Fort Hood Force Reduction Assessment application and submitted it on August 17, 2015; OEA approved the application on September 15, 2015. OEA provides 100% of force reduction assessment grant funding.

FISCAL IMPACT

The grant period is from August 1, 2015, through July 31, 2016. Costs associated with the Force Reduction Assessment, in the amount of \$148,400 will be placed in the following accounts.

Revenues

Account Number	Account Name	Original Budget	Increase	Amended Budget
251-0000-382-10-22	Force Reduction Rev	0	148,400	148,400

Expenditures

Account Number	Account Name	Original Budget	Increase	Amended Budget
251-2035-415-41-10	Office Supplies	0	1,250	1,250
251-2035-415-44-20	Professional Services	0	147,150	147,150
Total			148,400	148,400

RECOMMENDATION

Staff recommends that the City Council approve this ordinance amending the FY 2016 City of Killeen Force Reduction Fund.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE FORCE REDUCTION GRANT REVENUE ACCOUNT BY \$148,400 AND VARIOUS OPERATING EXPENDITURE ACCOUNTS BY \$148,400; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase the Force Reduction Fund grant revenue account and various operating expenditure accounts; and

WHEREAS, the need for the additional funds requires a budget amendment;

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

SECTION I. That Ordinance 15-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, be amended as to the portion of said budget as follows:

Revenues

Account Number	Account Name	Original Budget	Increase	Amended Budget
251-0000-382-10-22	Force Reduction Rev	0	148,400	148,400

Expenditures

Account Number	Account Name	Original Budget	Increase	Amended Budget
251-2035-415-41-10	Office Supplies	0	1,250	1,250
251-2035-415-44-20	Professional Services	0	147,150	147,150
Total			148,400	148,400

SECTION II. That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

SECTION III. That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION V. That this ordinance shall be effective after its passage and publication according to the law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 24th day of November, 2015, at which meeting 1a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

Scott Coper, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY



City of Killeen

Legislation Details

File #: PH-15-057A **Version:** 1 **Name:** JLUS grant
Type: Resolution/Public Hearing **Status:** Public Hearings
File created: 11/3/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: Consider a memorandum/resolution accepting the Joint Land Use Study (JLUS) Grant.
Sponsors: Support Services Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Joint Land Use Study Grant

ORIGINATING DEPARTMENT

Support Services

BACKGROUND INFORMATION

The Joint Land Use Study (JLUS) is a tool funded and used by the Department of Defense (DoD) to evaluate the synergy between civilian communities and adjacent military installations located in the United States. Key considerations are the compatibility of civilian land use and development activities and encroachment concerns that may negatively impact air and ground operations, training, testing and power projection missions conducted on military installations.

Selected civilian communities serve as JLUS sponsors. Sponsors coordinate with DoD's Office of Economic Adjustment (OEA) to secure approval of a JLUS application and federal grant funding. Sponsors also recruit and select a contractor to perform the JLUS.

OEA is DoD's executive agent for JLUS applications and provides 90% of the grant funds. Sponsors are required to provide a 10% match in funds and/or staff support, manage the grant, and submit required reports.

DISCUSSION/CONCLUSION

Fort Hood is the only Army installation with a warfighting corps or division headquarters that does not have a completed JLUS. Fort Hood's Garrison Commander self-nominated in 2014 and Headquarters, Department of the Army and DoD subsequently concurred. OEA received the Fort Hood JLUS application on August 21, 2015, and subsequently approved it.

The City of Killeen is the Fort Hood JLUS sponsor. The City Manager is the Authorizing Official. The Executive Director, Support Services is the Grant POC and project officer. The Financial Analyst - Grants in the Finance Department will provide accounting support. Additional staff support will be provided by the Public Information, Information Technology, Support Services, and Planning & Development departments. Heart of Texas Defense Alliance (HOTDA) will also provide expertise and administrative support as required.

Staff identified three JLUS goals: (1) Identify and mitigate incompatible land use and development activity and encroachment issues that may impact training, operations, testing and power projection missions at Fort Hood; (2) Enhance regional collaboration and set conditions for a potential Base Realignment and Closure Commission (BRAC); and (3) Inform the update to the City of Killeen strategic plan - Vision 2030 v2.0.

FISCAL IMPACT

The total budget for the project is \$292,236.25. The JLUS grant from OEA will provide \$262,050; the City's match requirement is \$30,186.25. The City's match will be in the form of

in-kind staff support. Revenues and expenditures related to the grant will occur in the 250 - JLUS Grant fund. The length of the award is from August 1, 2015, until December 31, 2015, and requests for extensions may be submitted as appropriate.

RECOMMENDATION

Staff recommends that the City Council authorize the Joint Land Use Study Grant application and authorize the City Manager to accept the Grant (electronic signature) and administer the duties required by the grant.



City of Killeen

Legislation Details

File #: PH-15-057B **Version:** 1 **Name:** JLUS Budget Amendment
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 10/23/2015 **In control:** City Council Workshop
On agenda: 11/17/2015 **Final action:**
Title: HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the JLUS Fund grant revenue account by \$262,050 and various operating expenditure accounts by \$262,050.
Sponsors: Finance Department, Support Services Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Fort Hood Joint Land Use Study (JLUS) Budget Amendment

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The Joint Land Use Study (JLUS) is a tool funded and used by the Department of Defense (DOD) to evaluate the synergy between civilian communities and adjacent military installations located in the United States. Key considerations are the compatibility of civilian land use and development activities and encroachment concerns that may negatively impact air and ground operations, training, testing, and power projection missions conducted on military installations.

Selected civilian communities serve as JLUS sponsors. Sponsors coordinate with DOD's Office of Economic Adjustment (OEA) to secure approval of a JLUS application and federal grant funding.

On October 20, 2015, City Council authorized the City Manager to sign a professional services contract with Benchmark CMR, Inc. for the JLUS in the amount of \$255,860.

DISCUSSION/CONCLUSION

OEA received the JLUS application on August 21, 2015, and subsequently approved it. OEA approved the proposed budget in the amount of \$292,236 as shown below.

Description	Federal	Non-Federal	Total Project Cost
Personnel	0	23,769	23,769
Fringe Benefits	0	6,417	6,417
Travel	6,000	0	6,000
Supplies	1,000	0	1,000
Contractual	250,000	0	250,000
Other	5,050	0	5,050
Total Direct Charges	262,050	30,186	292,236

FISCAL IMPACT

The grant period is from August 1, 2015 through December 31, 2016. Costs associated with the JLUS, in the amount of \$262,050, will be placed in the following accounts.

Revenues

Account Number	Account Name	Original Budget	Increase	Amended Budget
250-0000-382-10-21	JLUS Grant Revenue	0	262,050	262,050

Expenditures

Account Number	Account Name	Original Budget	Increase	Amended Budget
250-2035-415-41-10	Office Supplies	0	1,000	1,000
250-2035-415-41-15	Postage	0	300	300
250-2035-415-41-35	Print Supplies	0	1,000	1,000
250-2035-415-44-25	Public Notices	0	1,500	1,500
250-2035-415-44-30	Training and Travel	0	6,000	6,000
250-2035-415-44-55	Facilities Rental	0	2,250	2,250
250-2035-415-98-13	JLUS Project	0	250,000	250,000
Total		0	262,050	262,050

RECOMMENDATION

Staff recommends that the City Council approve the ordinance amending the FY 2016 Municipal Operating Budget revenues by \$262,050 and expenditures by \$262,050.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE JLUS FUND GRANT REVENUE ACCOUNT BY \$262,050 AND VARIOUS OPERATING EXPENDITURE ACCOUNTS BY \$262,050; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase the JLUS Fund grant revenue account and various operating expenditure accounts; and

WHEREAS, the need for the additional funds requires a budget amendment;

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

SECTION I. That Ordinance 15-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, be amended as to the portion of said budget as follows:

Revenues

Account Number	Account Name	Original Budget	Increase	Amended Budget
250-0000-382-10-21	JLUS Grant Revenue	0	262,050	262,050

Expenditures

Account Number	Account Name	Original Budget	Increase	Amended Budget
250-2035-415-41-10	Office Supplies	0	1,000	1,000
250-2035-415-41-15	Postage	0	300	300
250-2035-415-41-35	Print Supplies	0	1,000	1,000
250-2035-415-44-25	Public Notices	0	1,500	1,500
250-2035-415-44-30	Training and Travel	0	6,000	6,000
250-2035-415-44-55	Facilities Rental	0	2,250	2,250
250-2035-415-98-13	JLUS Project	0	250,000	250,000
Total		0	262,050	262,050

SECTION II. That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

SECTION III. That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the

validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION V. That this ordinance shall be effective after its passage and publication according to the law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 24th day of November, 2015, at which meeting 1a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY