

# Purchasing Division

## Procurement Routing Slip

### Directions:

1. Review the attached item.
2. Make any necessary changes.
3. Initial and date the designated boxes that apply.
4. Forward to the next office on the routing slip.
5. **Please return this routing slip and attachments to Purchasing after all parties have reviewed.**

ORIGINATOR	
DEPARTMENT	
ITB/RFP/RFQ # (include timeline)	
Document Name:	

	Date Received	Reviewed No Changes	Reviewed See Changes	Date Forwarded	Other
<input type="checkbox"/> Department Head initials verified					
Procurement Office					
Finance Office					
City Attorney Office		<i>Hall</i>			
Signature Authority:					
<input type="checkbox"/> City Manager					
<input type="checkbox"/> Assistant City Manager					
<input type="checkbox"/> Finance Director					
<input type="checkbox"/> Department: _____					
Purchasing Office (Return routing slip and a copy of all documents.)					

NOTES:

DISPOSITION STATEMENT:



## INTEROFFICE MEMORANDUM

**TO:** Danielle Singh, Assistant City Manager  
Holli Clements, City Attorney

**VIA:** Judith Tangalin, Director of Finance  
Lorianne Luciano, Director of Procurement & Contract Management LL  
Andrew Wallander, Assistant City Attorney AJW  
Edwin Revell, Executive Director of Development Services ER

INITIAL HERE

**FROM:** Andrew Zagars, PE

**DATE:** JANUARY 19, 2023

**SUBJECT: LETTER OF AGREEMENT (LOA) DEVELOPMENT SERVICES SUPPORT  
PAPE-DAWSON ENGINEERS, INC.**

The Engineering Division will be experiencing a reduction in staff as the Development Engineer will be retiring at the end of January 2023. To maintain the production of plan reviews and other services provided by this group, Pape-Dawson Engineers, Inc. has provided an hourly based proposal to perform these tasks until the position can be filled.

Funding for the (LOA) is available in Account Number 550-4035-450.47-99. Attached is the agreement document for the professional services.

Attached is the (LOA). According to the Delegation of Signature Authority, the Assistant City Manager can sign agreements/contracts \$40,000 up to \$49,999. Therefore, signature of the (ACM) is recommended and requested on the (LOA).

Digitally signed by Andrew  
Zagars  
Date: 2023.01.19 17:16:34  
-06'00'

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Andrew Zagars, PE  
City Engineer

Attachments:

1. Letter of Agreement Documents
2. Contract Verification Document

## LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the **City of Killeen** (referred to herein as "City") and **Pape-Dawson Engineers, Inc.** (referred to herein as "Contractor"), collectively the "Parties". This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2023.

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

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

Provide development review services using the City's development regulations, standards, specifications, and ordinances. These services include review of applications, site plans, infrastructure plans, traffic impact analyses (TIA's), construction plans, and construction specifications and other related services as requested by city staff (the "Project"). Refer to Exhibit A for scope of services generally to be performed.

Term of Agreement. This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2023, and terminate 365 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

X at the rate of \$\_\_\_\_\_ ~~per hour~~ see hourly fee schedule Exhibit A; or

\_\_\_\_\_ for the lump sum payment not to exceed \$\_\_\_\_\_.

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

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

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation

Statutory

Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

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

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

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

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

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

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

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

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

By signing this contract, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**SIGNED, ACCEPTED AND AGREED** TO this \_\_\_\_ day of \_\_\_\_\_, 2023, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

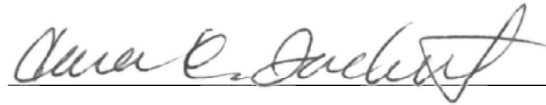
Contractor – Pape-Dawson Engineers

Edwin  
Revell

Andrew  
Wallander

Kent Cagle, City Manager

City of Killeen



Printed: Cara C. Tackett, P.E.

Title: Managing Principal, Water Resources



January 10, 2023

Mr. Andrew Zagars, P.E.  
City Engineer - Engineering Division  
City of Killeen  
3201-A S. W. S Young Drive  
Killeen, Texas 76542-6157

Re: City of Killeen - Development Review Services  
Bell County, Texas

Dear Mr. Zagars:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. The scope of services is provided below. Compensation for these services shall not exceed \$49,500.

**I. DEVELOPMENT REVIEW SERVICES (TASK 290)**

Services include review of applications, site plans, infrastructure plans, traffic impact analyses (TIA's), construction plans, and construction specifications for conformance with the City's development regulations, standards, specifications, and ordinances. Other related services may include, but not be limited to, coordination with developer and/or developer's engineer and project plan reviews as it relates to ongoing City projects/initiatives, etc.

Pape-Dawson will work remotely as needed and report to the City for on-site review services at a minimum of one (1) day per week. We will perform tasks as directed by and as a supplement to the City's staff in accordance with the City's current process and procedure. The City shall utilize Pape-Dawson's evaluation to perform such tasks that would be typical of an employee of the City with similar experience. As such, Pape-Dawson shall be entitled to all defenses and immunities that are now, or would otherwise be, available to the City.

**II. ADDITIONAL SERVICES (TASK 291)**

Services required beyond the identified scope shall be considered additional services. Pape-Dawson may provide additional services upon authorization by the City and issuance of a written change in scope. Any additional amounts authorized shall be agreed upon in writing by both parties before services are performed.

**BASIS OF COMPENSATION**

Pape-Dawson's compensation shall be billed according to the identified rates above, including other direct expenses at a budget not to exceed \$49,500.

Mr. Andrew Zagars, P.E.  
City of Killeen – Development Review Services  
January 10, 2022  
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#### **HOURLY BILLING RATES**

<b>Classification</b>	<b>Maximum Hourly Rate</b>
Client Services Manager	\$350
Senior Project Manager	\$285
Project Manager	\$220
Engineer III	\$190
EIT & I & II	\$145
EIT III & IV	\$165

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

#### **AGREEMENT**

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson will provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Engineers, Inc.



Angela Murry, ENV SP  
Client Services Manager, Community Infrastructure

**CITY OF KILLEEN**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



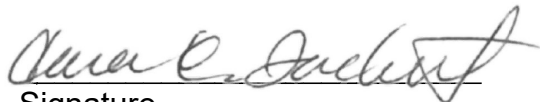
## Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

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

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

Cara C. Tackett, P.E.

Printed Name

01/17/2023

Date

Pape-Dawson Engineers, Inc.

Company Name

Managing Principal, Water Resources

Title