

City of Killeen

Agenda

City Council Workshop

Tuesday, February 21, 2023 5:00 PM City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

Citizens Petitions

Comments should be limited to four minutes. A majority vote of the City Council is required for any time extensions.

 CP-23-003 Michael Fornino: Overall Safety, Law Enforcement, Civil Defense Concerns

Citizens Comments

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Items for Discussion at Regular City Council Meeting on February 28, 2023

Consent Agenda

2.	MN-23-004	Consider Minutes of Regular City Council Meeting of January 24, 2023.
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3. RS-23-035 Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments (CTCOG) for a Household Hazardous Waste (HHW) event.

<u>Attachments:</u> <u>Agreement</u> <u>Presentation</u>

4. RS-23-036 Consider a memorandum/resolution approving an election services contract with Bell County.

Attachments: Contract

Presentation

5. RS-23-037 Consider a memorandum/resolution awarding Bid #23-26 KFD Firefighting/Lifesaving Equipment #22.05 to Stryker Sales, LLC, in the amount of \$160,108.44.

Attachments: Bids

Quote

Certificate of Interested Parties

Contract Verification

Presentation

Resolutions

6. RS-23-038 Consider a memorandum/resolution awarding Bid Number 23-06 for construction of the Corporate Hangar II project to Native American Services Corporation, in the amount of \$5,335,019.32.

Attachments: Bids

Contract

Certificate of Interested Parties

Presentation

7. RS-23-039 Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the construction, administration, and oversight of a corporate hangar at the Killeen Fort Hood Regional Airport, in the amount of \$304,000.

Attachments: Agreement

Certificate of Interested Parties

Presentation

8. RS-23-040 Consider a memorandum/resolution accepting the Phase I self-evaluation site assessment report for ADA compliance as required by the Settlement Agreement with the Department of Justice.

Attachments: Report

Presentation

9. RS-23-041 Consider a memorandum/resolution approving a Professional Services
Agreement with CP&Y - Meeting the Challenge, for Phase II of the
Americans with Disabilities assessment of all public rights of ways, in the
amount of \$1,204,293.

Attachments: Proposal

Agreement

Certificate of Interested Parties

Conflict of Interest Questionnaire

Presentation

10. RS-23-042 Consider a memorandum/resolution authorizing a Professional Services
Agreement with Brinkley Sargent Wiginton Architects, Inc., for a needs
assessment and conceptual layout of a new Killeen City Hall and Municipal
Court Complex, in the amount of \$108,295.

Attachments: Agreement

Certificate of Interested Parties

Contract Verification

Presentation

11. RS-23-043

Consider a memorandum/resolution authorizing a Memorandum of Intent with Rehab Warriors, PBC to support a workforce development program for veterans.

Attachments: Memorandum

Return on Investment

Presentation

Ordinances

12. OR-23-004

Consider an ordinance amending the Code of Ordinances Chapter 6 Animals, adopting backyard chicken regulations and amending miniature swine regulations.

<u>Attachments:</u> Ordinance
Presentation

Public Hearings (Public Hearings Will be Held February 28, 2023)

13. PH-23-010

HOLD a public hearing on the Substantial Amendment to the Annual Action Plans for Program years 2018, 2019, 2020, and 2021 to provide new construction of affordable rental housing.

Attachments: Presentation

14. PH-23-011

HOLD a public hearing and consider an ordinance requested by Tanner Brandt on behalf of PAW Holdings of Texas, LLC (Case #Z22-57) to rezone approximately 0.34 acres out of the W. H. Cole Survey, Abstract No. 201 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The properties are locally addressed as 2650 and 2652 Trimmier Road Killeen, Texas.

Attachments: Exhibit

Maps

Site Photos

Minutes

Ordinance

Considerations

Presentation

15. PH-23-012

HOLD a public hearing and consider an ordinance requested by Cornelius Rogers on behalf of StarPointe Realty Partners I, LLC (Case #Z22-58) to rezone approximately 3.0 acres, being Lot 1, Block 1 Vandyke Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The property is locally addressed as 6300 S. Fort Hood St.

Killeen, Texas.

Attachments: Exhibit

Maps

Site Photos

Minutes

Ordinance

Considerations

Presentation

16. PH-23-013

HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expense accounts in multiple funds.

Attachments: Ordinance

Presentation

Items for Discussion at Workshop

17. DS-23-018 South Service-Area Water Evaluation

Attachments: Presentation

18. DS-23-019

Policy Naming/Renaming of City Facilities & Name Changes/Renaming of

City Streets

Attachments: Presentation

19. DS-23-020

District 4 Parks, Trails & Open Space

20. DS-23-021

Receive briefing on pending litigation: McCollum v. City of Killeen, et. al.

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 February 15, 2023.

Laura J. Calcote, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility

is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

Notice of Meetings

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

- Dedication Ceremony, February 17, 2023, 4:00 p.m., Killeen High School
- Judy Gregory Simmons' 20th Anniversary Ceremony, February 24, 2023, 8:30 a.m., Killeen Municipal Court
- Texas Capitol Visit, February 27, 2023, 9:00 a.m., Austin, TX
- Fallen Heroes 5K, May 6, 2023, 7:30 a.m., Purser Heritage Oaks Hike and Bike Trail

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: CP-23-003

Michael Fornino: Overall Safety, Law Enforcement, Civil Defense Concerns



City of Killeen

Staff Report

File Number: MN-23-004

Consider Minutes of Regular City Council Meeting of January 24, 2023.

City of Killeen

City Council Meeting Killeen City Hall January 24, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Michael

Boyd (attended via Zoom), Jose Segarra, Nina Cobb, and Ramon Alvarez

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City

Secretary Laura Calcote, and Sergeant-at-Arms Officer Sierra.

Councilmember Cobb gave the invocation.

Councilmember Gonzalez led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Cobb to approve the agenda, as presented. Motion was seconded by Mayor Pro Tem Wilkerson. The motion carried unanimously (7-0).

Presentations

PR-23-002 Killeen Star Award

Mayor Nash-King and Councilmember Gonzalez recognized Killeen citizen, Jacqueline Hewitt, for being an outstanding community member.

Citizens Petitions

CP-23-001 Abigail McClane: Shameful Treatment of Black Journalist

Ms. McClane was not present for this item.

CP-23-002 Mellisa Brown: Water

Ms. Brown spoke regarding water shortage concerns within the Killeen area and the state in general.

Citizen Comments

Mellisa Brown spoke regarding agenda items RS-23-021, RS-23-022 and OR-23-003.

Anca Neagu spoke regarding agenda items RS-23-022 and OR-23-003.

Discussion Items

DS-23-012 Discuss Gilmore Center (Rosa Hereford Community Center)

Executive Director of Recreation Services, Kelly Snook, presented this item. Ms. Snook highlighted the timeline of events surrounding the Gilmore Center, which was demolished in March 2022, because of structural concerns. A bid for new construction of the facility was held in December 2022 but no bids were received. Therefore, the project would be re-bid in February 2023, with the deadline to submit bids on March 9, 2023.

Consent Agenda

RS-23-014	Consider a memorandum/resolution approving the purchase/repairs of portable radios and mobile radios in an amount not to exceed \$336,902.89.
RS-23-015	Consider a memorandum/resolution authorizing the purchase of a recycling baler for the Killeen Recycling Center in an amount not to exceed \$323,275.
RS-23-016	Consider a memorandum/resolution awarding Bid No. 23-09, Recycling Baler Building, to HCS Inc. in the amount of \$68,200.
RS-23-017	Consider a memorandum/resolution authorizing a Letter of Agreement with Iteris, Inc., for the Traffic Management Center Upgrade, in the amount of \$128,196.
RS-23-018	Consider a memorandum/resolution authorizing a Letter of Agreement in an amount not to exceed \$982,975, and a 5-year Annual Services Agreement in an amount not to exceed \$141,089 with Aqua-Metric Sales Company for advanced water metering infrastructure.
RS-23-019	Consider a memorandum/resolution authorizing the procurement of a roll-off truck for the Solid Waste Division in the amount of \$234,852.
RS-23-020	Consider a memorandum/resolution awarding RFP#22-46, HVAC and Lighting Replacement at Killeen Civic & Conference Center, to Parkhill for Architectural and Engineering Services in the amount of \$157,500.
RS-23-021	Consider a memorandum/resolution to enter into an agreement with the Killeen Economic Development Corporation to provide economic development

services.

- **RS-23-022** Consider a memorandum/resolution amending the Parks, Open Space, and Trails Master Plan, establishing eight Parks Benefits Zones.
- **RS-23-023** Consider a memorandum/resolution confirming the City Auditor's annual evaluation and pay increase.

Motion was made by Mayor Protem Wilkerson to approve the Consent Agenda. Motion was seconded by Councilmember Segarra. Councilmember Adams made an amendment to the motion to remove item OR-23-003 from the Consent Agenda. Motion was seconded by Mayor Protem Wilkerson. The amended motion carried 6-1, with Councilmember Segarra in opposition. The original motion carried unanimously (7-0).

OR-23-003 Consider an ordinance amending the Code of Ordinances, Chapter 6, Animals, by reducing the number of citizens appointed to the Animal Advisory Committee.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II OF THE CODE OF
ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING SECTION
6-36, ANIMAL ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF
CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING
A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND
EFFECTIVE DATE.

Motion to disapprove OR-23-003 was made by Councilmember Adams. Motion died for lack of a second.

Motion to approve OR-23-003 was made by Councilmember Segarra. Motion was seconded by Mayor Protem Wilkerson. Motion carried 6-1, with Councilmember Adams in opposition.

Public Hearings

PH-23-003 HOLD a public hearing and consider an ordinance amending the Code of Ordinances, Chapter 31, Sec. 31-393, Vacant Structures in the Historic Overlay District, to amend the Vacant Structure Registration.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES
OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE
VACANT STRUCTURE REGISTRATION AND INSPECTION FEES; PROVIDING
FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A
SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING
FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Kate Kizito, Director of Downtown Revitalization
This item was presented to City Council during their January 17, 2023
Workshop meeting. Ms. Kizito was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Michael Austin spoke in favor of the ordinance. Mellisa Brown spoke in opposition of the ordinance. Khandiese Cooper spoke in favor of the ordinance. Joe Solis spoke in favor of the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-23-003. Motion was seconded by Councilmember Adams. Motion carried unanimously (7-0).

PH-23-004 HOLD a public hearing and consider an ordinance requested by Mitchell Associates,
Inc. on behalf of Vanessa VanWinkle (Case #Z22-53) to rezone
approximately 1.965 acres out of the Robert Cunningham Survey, Abstract
No. 199, LT 62 LLEWELYN EST 3 (Unrecorded) from "A" (Agricultural District)
to "A-R1" (Agricultural Single Family Residential District). The property is locally
addressed as 3495 Love Road, Killeen, Texas.

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 APPROXIMATELY 1.965 ACRES OUT OF THE ROBERT CUNNINGHAM SURVEY, ABSTRACT NO. 199, BEING LT 62 LLEWLYN EST 3 (UNRECORDED), FROM "A" (AGRICULTURAL DISTRICT) TO "A-R1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Protem Wilkerson left the meeting at 6:08 p.m.

Staff Comments: Edwin Revell, Executive Director of Planning and Development Services

This item was presented to City Council during their January 17, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Adams to approve PH-23-004. Motion was seconded by Councilmember Segarra. Motion carried unanimously (6-0).

PH-23-005 HOLD a public hearing and consider an ordinance requested by Joel Davis on behalf of JTERRIS, LLC (Case #Z22-55), to rezone Lot PT G, H, Block 1, Simmons 1st, from "R-1" (Single Family Residential District) to "R-3F" (Multifamily Residential District). The property is locally addressed as 519 53rd Street,

Killeen, Texas.

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 APPROXIMATELY 0.18 ACRES BEING LOT PT G, H, BLOCK 1, SIMMONS 1ST, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-3F" (MULTIFAMILY RESIDENTIAL DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Planning and Development Services

This item was presented to City Council during their January 17, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in favor of the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Adams to approve PH-23-005. Motion was seconded by Councilmember Alvarez. Motion carried unanimously (6-0).

PH-23-006

HOLD a public hearing and consider an ordinance granting a voluntary annexation petition for approximately 6.30 acres of land lying contiguous to the existing city limits, generally located south of West Stan Schlueter Loop, east of the Eagle Valley subdivision, and west of the Mesa Verde subdivision.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY OF KILLEEN EXTENDING THE CORPORATE LIMITS OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, TO INCLUDE LAND LYING ADJACENT TO THE PRESENT CITY LIMITS, BEING APPROXIMATELY 6.30 ACRES OF LAND OUT OF THE W.L. HARRIS SURVEY, ABSTRACT NO. 1155; DECLARING SAID LAND TO BE A PART OF SAID CITY; DECLARING SAID LAND AND ITS INHABITANTS AND ANY FUTURE INHABITANTS OF SAID LAND TO BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES OF OTHER LANDS AND CITIZENS OF THE CITY AND TO BE BOUND BY THE ACTS AND ORDINANCES OF THE CITY; EXTENDING DISTRICT BOUNDARIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Planning and Development Services

This item was presented to City Council during their January 17, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Applicant, Gorge Meza, spoke in favor of the ordinance. Mellisa Brown spoke against the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Gonzalez to approve PH-23-006. Motion was seconded by Councilmember Adams. Motion carried unanimously (6-0).

PH-23-007 HOLD a public hearing and consider an ordinance amending the PY 2021/FY 2022

Community Development Department Annual Action Plan associated with the supplemental funding from HUD known as the HOME Investment Partnerships American Rescue Plan (HOME ARP) program funds and adopt the Killeen HOME ARP Allocation Plan.

The City Secretary read the caption of the ordinance.

AN ORDINANCE ADOPTING AN AMENDMENT TO THE COMMUNITY
DEVELOPMENT PY 2021/FY 2022 ANNUAL ACTION PLAN FOR
SUPPLEMENTAL FUNDING FROM HUD KNOWN AS THE HOME INVESTMENT
PARTNERSHIPS AMERICAN RESCUE PLAN (HOME-ARP) PROGRAM FUNDS
AND ADOPT THE KILLEEN HOME-ARP ALLOCATION PLAN; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Leslie Hinkle, Executive Director of Community Development This item was presented to City Council during their January 17, 2023 Workshop meeting. Ms. Hinkle was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance. Marcella Cook spoke in opposition of the ordinance. Brian Hawkins spoke in favor of the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Adams to approve PH-23-007. Motion was seconded by Councilmember Cobb. Motion carried unanimously (6-0).

PH-23-008 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Director of Budget
This item was presented to City Council during their January 17, 2023
Workshop meeting. Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Alvarez to approve PH-23-008. Motion was seconded by Councilmember Segarra. Motion carried unanimously (6-0).

Adjournment

With no further business, upon motion being made by Councilmember Adams, seconded by Councilmember Cobb, and unanimously approved, the meeting was adjourned at 6:40 p.m.



City of Killeen

Staff Report

File Number: RS-23-035

Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments (CTCOG) for a Household Hazardous Waste (HHW) event.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Interlocal Agreement with CTCOG for Household Hazardous Waste Event

BACKGROUND AND FINDINGS:

The City of Killeen Recycling Operations Division hosts annual Household Hazardous Waste (HHW) events to provide residents a safe and legal means to dispose of a variety of caustic, corrosive, poisonous, and toxic materials commonly used in the home. These events help protect our surface and underground water sources, provide for the recycling or reuse of certain potentially hazardous materials, and protect solid waste workers and equipment. Funding from the Central Texas Council of Governments (CTCOG) for the May 6, 2023, event will allow the citizens from the seven county CTCOG region to participate.

The City of Killeen has a history of hosting HHW events going back more than a dozen years. Some events have been sponsored by CTCOG with funds received from the Texas Commission on Environmental Quality and some sponsored solely by the City of Killeen.

As the City and much of the CTCOG region share a common watershed, it is desired that all CTCOG region residents be able to participate in the May 6, 2023, HHW Collection event. Entering into this Interlocal Agreement will facilitate this opportunity. The event will be held at the Killeen Special Events Center. Under the Interlocal Agreement, CTCOG will contract for hazardous waste collection services for the HHW event and will contribute up to \$15,000. The City will reimburse CTCOG the difference between their dedicated \$15,000 amount and the total event cost; up to \$45,000.

THE ALTERNATIVES CONSIDERED:

- 1. Conduct an event open solely to residents of the City of Killeen.
- 2. Accept a contribution from the CTCOG to help fund the event and open it to all CTCOG region residents.

Which alternative is recommended? Why?

Alternative two is recommended, allowing the execution of the interlocal agreement with the CTGOG to provide additional funding for the event and affording residents of seven (7) counties the opportunity to dispose of hazardous products, keeping them out of the waste stream and protecting our common watershed.

CONFORMITY TO CITY POLICY:

The City's Financial Management Policy recognizes City Council's ability to approve interlocal agreements authorized by Texas Government Code, Chapter 791, Interlocal Cooperation Contracts.

FINANCIAL IMPACT:

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

The estimated cost to the City for the HHW event in FY 2023 is \$45,000.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Solid Waste Fund Recycling budget in account 540-3470-439.50-40.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the City Manager or his designee to execute an Interlocal Agreement between the City of Killeen and the Central Texas Council of Governments for a regional household hazardous waste event.

DEPARTMENTAL CLEARANCES:

Public Works Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement

CENTRAL TEXAS COUNCIL OF GOVERNMENTS INTERLOCAL AGREEMENT FOR PASS THROUGH FUNDING SERVICES

This Interlocal Agreement is made, entered, and executed between the City of Killeen and the Central Texas Council of Governments, hereinafter called CTCOG.

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and in accordance with Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, the City of Killeen and CTCOG do mutually agree as follows.

AGREEMENT

Article 1. **Contract Period**

This Interlocal Agreement becomes effective when fully executed by all parties hereto and shall terminate on August 31, 2023 unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The City of Killeen shall hold a Household Hazardous Waste collection event in the spring of 2023, with an anticipated event date of May 6, 2023. CTCOG shall contract with Clean Earth Environmental Solutions, Inc, the chosen vendor, for hazardous waste collection services and City shall reimburse CTCOG for a portion of costs as described herein. As the event will be supported by CTCOG, it shall be open to all residents of the CTCOG region.

CTCOG shall support the City of Killeen spring 2023 Household Hazardous Waste collection event in an amount not to exceed twelve thousand dollars (\$12,000.00) that was allocated by the CTCOG Solid Waste Advisory Committee at their September 15, 2022 meeting. Contribution amount has been increased to \$15,000 per CTCOG 2/9/23. We will receive the

updated/signed agreement by 2/15/23.

The City of Killeen shall pay CTCOG the difference between the above dedicated amount from CTCOG and the total event cost within thirty days of receiving an invoice from CTCOG. The City of Killeen's portion of the costs shall not exceed budgeted costs for this event of forty-five thousand dollars (\$45,000.00). Any overages in event costs beyond previously stated amounts are to be negotiated between the City of Killeen and Clean Earth Environmental Solutions.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

If the event date must be postponed due to inclement weather or other circumstances, the Parties will cooperate in good faith to reschedule the event as soon thereafter as reasonably practicable.

Article 3. Interlocal Agreement Amendments

Changes in the terms and conditions of this Interlocal Agreement can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the City of Killeen and CTCOG.

Article 4. Changes in Work

CTCOG and the City of Killeen must mutually agree to all changes made to the project description.

Article 5. Indemnification

CTCOG shall save and hold harmless the City of Killeen from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. CTCOG also agrees to save and hold harmless the City of Killeen from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by CTCOG in litigation or otherwise resisting such claims or liabilities as a result of any activities of CTCOG, its agents or employees.

Article 6. Disputes

Intentionally Omitted.

Article 7. Reporting

CTCOG shall submit performance reports as specified by its contract with the Texas Commission on Environmental Quality (TCEQ). Reports shall be made available to the City of Killeen upon request.

CTCOG shall promptly advise the City of Killeen in writing of events which have a significant impact upon the Interlocal Agreement, including:

Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

Article 8. Records

City of Killeen agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office for inspection by the authorized representatives of CTCOG for the purpose of making audits, examinations, excerpts, and transcriptions.

CTCOG agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials

available at its office for inspection by the authorized representatives of the City of Killeen for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 9. Termination

Either party may terminate this Interlocal Agreement in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the Interlocal Agreement. Either party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this Interlocal Agreement agree that the continuation of the Interlocal Agreement in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Except with respect to defaults of subcontractors, the parties shall not be in default by reason of any failure in performance of this Interlocal Agreement in accordance with its terms (including any failure by either party to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of either party. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the parties.

Article 10. Remedies

Violation or breach of Interlocal Agreement terms by CTCOG shall be grounds for termination of the Interlocal Agreement, and any increased cost arising from CTCOG's default, breach of Interlocal Agreement, or violation of terms shall be paid by CTCOG.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 11. Successors and Assigns

The City of Killeen and CTCOG each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. Neither the City of Killeen nor CTCOG shall assign, sublet, or transfer its interest in this agreement without written consent of the other.

Article 12. Signatory Warranty

The undersigned signatory for CTCOG hereby represents and warrants that he is an officer of the organization for which he has executed this Interlocal Agreement and that he has full and complete authority to enter into this Interlocal Agreement on behalf of his organization.

Article 13. Equal Employment Opportunity

CTCOG agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR60).

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.

The City of Killeen	CTCOG
Kent Cagle	Jim Reed
City Manager	Executive Director
City of Killeen	Central Texas Council of Governments
ATTEST:	ATTEST:
	May Jan Sha
Date:	Date:
	23 January 2023



HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT

- City of Killeen hosts Household Hazardous Waste (HHW) collection events annually; allowing residents to dispose of hazardous products in a safe manner
 - Event is scheduled for May 6, 2023, at the Killeen Special Events Center
- The Interlocal Agreement with Central Texas Council of Governments (CTCOG) would open the event to all residents in the region and provide additional funding
- □ City will reimburse CTCOG the difference between their dedicated \$15,000 amount and the total event cost up to \$45,000



Household Hazardous Waste Collection Event

Event will be held in the City of Killeen Special Events Center front parking lot. All materials are handled and transported by Clean Earth Environmental Services, a third-party company that specializes in hazardous waste materials.

- 4
- Conduct a Household Hazardous Waste event for residents of the City of Killeen only
- Approve the interlocal agreement with CTCOG to provide additional funding and allow all CTCOG region residents to participate

5

City Council authorize the City Manager, or designee, to execute an Interlocal Agreement between the City of Killeen and the Central Texas Council of Governments (CTCOG) for a \$15,000 grant to allow residents of seven (7) counties the opportunity to dispose of hazardous products



City of Killeen

Staff Report

File Number: RS-23-036

Consider a memorandum/resolution approving an election services contract with Bell County.

DATE: February 20, 2023

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Election Services Contract with Bell County

BACKGROUND AND FINDINGS:

On January 10, 2023, the City Council called the General Election to be held on Saturday, May 6, 2023, for the purpose of electing a Councilmember for each of the City's four districts. Bell County (County) has offered to provide assistance and services to the City of Killeen (City) and other governmental organizations for the upcoming General Election.

As identified in the contract, these services will include, but are not limited to:

- Ballot printing/equipment programming
- Providing Hot Spot Cards
- Election supplies
- Election worker training
- Technical support and other services, as needed or requested by the City and agreed to by the Elections Administrator

The City has their own election equipment, so the equipment should not need to be leased from the County.

The City Secretary has met with Bell County Elections Administrator, Dr. Desi Roberts, regarding the contract and the support the County will provide to participating entities for the May 6, 2023 General Election.

THE ALTERNATIVES CONSIDERED:

The alternatives to consider are:

- 1. Not contracting with Bell County for any election services and for the City to move forward with handling the aforementioned duties and tasks without assistance
- 2. Contracting with Bell County for election services

Which alternative is recommended? Why?

Contracting with Bell County for certain election-related services is the recommendation.

CONFORMITY TO CITY POLICY:

Contracting for election services conforms to Article IX of the City Charter authorizing for an election services agreement between governmental entities to conduct elections, as provided for in the Texas Election Code.

FINANCIAL IMPACT:

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

The estimated cost is \$7,000. However, the cost will be divided three ways, since the City of Killeen has a joint election contract with Killeen ISD and Central Texas College for the May 6, 2023 General Election. The final amount will be invoiced to the City of Killeen from Bell County after the services have been provided. The City will invoice the other two entities by splitting the cost equally amongst the three organizations once the invoice is received.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in General Fund City Secretary account 010-1010-416.50-45.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends the City Council approve an election services contract with Bell County.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Contract



The Office of Elections Administration

Dr. Desi Roberts. Elections Administrator

550 E. 2nd Ave P.O. Box 1629 Belton, Texas 76513 254.933.5774 Fax 254.933.6754 Elections@BellCounty.Texas.gov Voter.Registration@BellCounty.Texas.gov

CONTRACT SERVICES FOR THE MAY 6TH, 2023, ELECTION (Rev.; 01.09.2023)

THIS Contract for Election Services is between the Bell County Elections Administrator and political subdivisions, namely (<u>City of Killeen</u>) located entirely or partially inside the boundaries of Bell County Elections Department.

This is a General Service Contract and can be customized with specifics if both parties agree to certain required election services.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 281.002 and Texas Education Code Section 11.0581 for an election to be held on May 06, 2023, and administered by the specific political subdivision with requested services from **Dr. Desi Roberts**, *Bell County Elections Administrator*. This Contract supersedes any prior contracts and agreements to conduct election services between the Participating Authority and the Bell County Elections Office. Participating Authorities who desire to utilize Bell County Elections Services shall return this contract-signed application for the Political Subdivision Election 2023 outlining specific requests **on or before February 13, 2023**. Send all documents to jeannette.compean@bellcounty.texas.gov and desi.roberts@bellcounty.texas.gov. Throughout this period, open accessibility and communication shall be maintained.

RECITALS

WHEREAS, each Participating Authority who plans to hold an election on May 06, 2023;

WHEREAS, Bell County owns an electronic voting system, the Election System and Software (ES&S) EVS 6110 voting system, which includes the DS200 precinct scanner, and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Bell County's electronic voting system, to compensate Bell County for such use, and to share in certain other expenses connected with the elections in accordance with the applicable provisions of Chapters 31 and 281 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold their specific Election with specific services requested from the Bell County Elections Department in accordance with Chapter 281 of the Texas Election Code and this Contract. The Participating Authorities coordinate, supervise, and operate all aspects of administering the Election. The Elections Administrator's services may include voting equipment rental, ballot/equipment programming (*if contracted*), supplies, repairs, and technical support.

It is understood that other political subdivisions and districts may wish to participate in the use of Bell County's electronic voting system, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those outlined in this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for preparing, adopting, and publishing all required election orders, resolutions, notices, and other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.



The Office of Elections Administration

Dr. Desi Roberts. Elections Administrator

550 E. 2nd Ave P.O. Box 1629 Belton, Texas 76513 254.933.5774 Fax 254.933.6754 Elections@BellCounty.Texas.gov Voter.Registration@BellCounty.Texas.gov

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any concerns or deficiencies in their obligations under this Contract. The Elections Administrator may set a reasonable period to cure or obtain adequate assurance that any such issues or deficiencies will be timely addressed and corrected.

The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator. Any Participating Authority failing to perform will reimburse Elections Administrator for additional costs and expenses to Bell County, including all costs associated with interference in conducting the election.

IV. VOTING LOCATIONS

The Participating Authority is responsible for all aspects of their voting locations. Voting locations shall comply with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA).

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator may, if contracted, provide elections training. The Participating Authority will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

The Elections Administrator may employ other personnel necessary to support the services for the election, including such part-time help, who will be compensated at the hourly rate set by Bell County in accordance with Election Code Sections 88.005, 128.004, and 128.006 and reimbursed by the Participating Authorities.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The Elections Administrator will pay the actual cost of such third-person services and supplies and be reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange with the Participating Authority for all contracted voting equipment, including, but not limited to, Bell County's electronic voting system and voter registration lists. The Elections Administrator will conduct internal testing of the electronic equipment; this test shall not replace the requirement outlined by Chapters 128 and 129 of the Texas Election Code.

The Elections Administrator may agree to conduct equipment programming and receive reimbursement for ordering the election program from Participating Authorities. The Participating Authority shall conduct the official Logic and Accuracy testing outlined in the Texas Election Code.

VII. EARLY VOTING

The Participating Authorities are responsible for all aspects of conducting Early Voting in accordance with the Texas Election Code.

The Elections Administrator may receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail will be forwarded to the Participating Authorities immediately for processing.



The Office of Elections Administration

Dr. Desi Roberts. Elections Administrator

550 E. 2nd Ave P.O. Box 1629 Belton, Texas 76513 254.933.5774 Fax 254.933.6754 Elections@BellCounty.Texas.gov Voter.Registration@BellCounty.Texas.gov

VIII. EARLY VOTING BALLOT BOARD

The Participating Authorities shall be responsible for all aspects of the Early Voting Ballot Board (EVBB) to process Early Voting results from the Election.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will not establish or operate the central counting station, and participating Authorities will be responsible for the tabulation and accumulation of vote totals.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE BELL COUNTY

Bell County Elections will consider conducting elections in territories outside of Bell County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such a runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three business days of the original election.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election service costs, not including the voting equipment lease.

- a) **Election Costs**. Each Participating Authority's share of election costs will be a pro-rata share of the total of all costs incurred by the Elections Administrator in connection with the services of elections of other entities held at the same time as the election, i.e. (*Technicians, Hot Spot Cards, equipment delivery, printing supplies, etc.*).
- b) Each Participating Authority will be responsible for its specific contracted expenses (*equipment rentals or any other negotiated service*.)
- c) Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Bell County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$20.00 per day ExpressVote Ballot Marking Device
 - \$20.00 per day DS200 Precinct Scanner
 - \$20.00 per day Electronic pollbook.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Bell County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract for Election service should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Participating Authority shall designate a general custodian of the voted ballots and all records of the Election as authorized by Section 281.010 of the Texas Election Code.



The Office of Elections Administration

Dr. Desi Roberts. Elections Administrator

550 E. 2nd Ave P.O. Box 1629 Belton, Texas 76513 254.933.5774 Fax 254.933.6754 Elections@BellCounty.Texas.gov Voter.Registration@BellCounty.Texas.gov

XV. RECOUNTS OR CONTESTED ELECTION

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

- 1. The Elections Administrator shall file copies of this document with the Bell County Treasurer and the Bell County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
- 3. This Contract shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.
- 4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- 7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
- 8. Participating Authority agrees to act in good faith in the performance of this agreement and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

XVIII. SIGNATURE PAGE

The Elections Administrator will attach an itemized invoice with this Contract based on the expenses directly attributable to the services the Elections Administrator provides.

WITNESS BY MY HAND THIS THE DAY OF ________, 2023. ELECTIONS ADMINISTRATOR: Dr. Desi Roberts, Elections Administrator WITNESS BY MY HAND THIS THE _______ DAY OF _________, 2023. PARTICIPATING AUTHORITY: Name of Participating Authority: City of Killeen (By)Printed Name: Kent Cagle Signature/Title: ______



The Office of Elections Administration

Dr. Desi Roberts, Elections Administrator

550 E. 2nd Ave P.O. Box 1629 Belton, Texas 76513 254.933.5774 Fax 254.933.6754 Elections@BellCounty.Texas.gov Voter.Registration@BellCounty.Texas.gov

TO: Participating Entities

FROM: Bell County Elections Administrator

RE: Estimated cost for the May 06, 2023, Elections

DATE: 01.10.2023

ITEMIZED EXPENSES

Description	Unit Price	Amount
Administrative Fee	\$ 1000.00	\$ 00
Poll Presiding and Alternate Judges	86 x \$17.00 avg. x wk. Hrs.	\$ 00
Poll Workers (Clerks)	190 x \$15.00 avg. x wk. Hrs.	\$ 00
Technicians (if requested)	5 x (\$15 avg((OT)). x 20 Hrs.	\$ 1500.00 (CS)
Polling Site Rental	N/A	\$ 00
Public L&A Test legal notice publication	N/A	\$ 00
	4 x \$30 avg. X 8 hours	\$ 960.00 (CS)
Equipment Delivery	4 x \$50 avg. A 8 nours	\$ 900.00 (CS)
ELECTION EQUIPMENT		
Use of DS850 tabulating equipment as per TEC Sec.'s 214.044, 215.002	\$ 5000.00	\$ 00
AT&T/Verizon Hot Spot Cards (\$60 x ePollbooks)	\$ 60.00 each	\$ TBD
ELECTION PROGRAMMING (for 625 election equipment)	REQUESTS	
Candidate/Responses @ \$8.40		
ExpressVote ENG Candidates / Yes-No @ \$10.75		
ExpressVote ENG Contest/Issues @ \$17.85		
ExpressVote SPA Candidates / Yes-No @ \$10.75		
ExpressVote SPA Contest/Issues @ \$17.85		
Media Burn: Flashcards @ 5.00 each (250)		
ExpressVote ENG/SPA Props/Amends @ \$42.10		
Use of DS200 (without programming)	\$ 20.00 each (per day)()	
Use of Electronic Poll Books (without programming)	\$ 20.00 each (per day)()	
Use of ExpressVote (without programming)	\$ 20.00 each (per day)()	
Technical Support (2 days) (ES&S) for Central Count Station	\$ 5,000.00	\$ 00
BALLOTS	REQUESTS	
Official Election Day Ballots - Absentee	\$ 0.26 ()	TBD
Official Election Day Ballots - Election Day	\$ 0.26 ()	TBD
Official Election Day Ballots - Coding	\$ 0.26 ()	TBD
Official Election Day Ballots - Sample	\$ 0.26 ()	TBD
Official Election Day Ballots - Test	\$ 0.26 ()	TBD
Printing Supplies (Outsource)	\$ 200.00	\$ 200.00 (CS)
Ballot Card Stock (0.1050 per)	EV: ED:	TBD
Flat Fee for Supply Kits (EV: 7, ED: 42) \$25	\$	TBD
Elections Sites Supply Kits (EV: \$70 x # of sites & ED: \$70 x # of sites)	\$	TBD
Postage for Ballot By Mail	00	\$ 00
Shipping & Handling	\$ 100.00	\$ 100.00 (CS)
	Amazara Para	\$ TBD
	Amount Due	Ψ Ιυυ

CS: Cost Sharing with all Entities; TBD: To be determined (quantity based on ballot requirement)



BELL COUNTY ELECTION SERVICES CONTRACT

- On January 10, 2023, City Council called the May 6, 2023 General Election for the purpose of electing a Councilmember for each of the City's four districts
- Bell County has offered to provide assistance and services for the upcoming May 6, 2023 General Election

- Duties and Services of Bell County:
 - Ballot printing/equipment programming
 - Providing Hot Spot Cards
 - Election supplies
 - Election worker training
 - Technical support and other services as needed or requested

- □ The City's estimated cost to conduct the election with Bell County is \$7,000
- Cost will be divided with three joint election entities (City of Killeen, Killeen ISD, Central Texas College)

5

Staff recommends the City Council approve an Election Services Contract with Bell County for the May 6, 2023 General Election



City of Killeen

Staff Report

File Number: RS-23-037

Consider a memorandum/resolution awarding Bid #23-26 KFD Firefighting/Lifesaving Equipment #22.05 to Stryker Sales, LLC, in the amount of \$160,108.44.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: Contract Award Bid #23-26 KFD Firefighting/Lifesaving Equipment

BACKGROUND AND FINDINGS:

During the FY2023/Program Year 2022-23 budget process the Killeen Fire Department was allocated \$157,972.20 of Community Development Block Grant (CDBG) (Ord. 22-055) funds. These funds are designated for the purchase of Firefighting/Lifesaving Equipment to be placed on fire trucks serving the north Killeen low-income areas to increase the immediate response time for the fire department first responders when ambulances are not available. Fire Department and Community Development staff collaborated to provide the specifications for a package to include a LIFEPAK 15 Monitor/Defibrillator, carrying case, cables, blood pressure cuff and cable, batteries, and associated ProCare preventative maintenance, all currently compatible with existing equipment and connections already installed on the ambulance and fire trucks.

The bid was initially advertised in December 2022; no bids were received. The item was re-bid and advertised in the Killeen Daily Herald, City Bids page, OpenGov E-Bidding site, Demand Star, and State Business Daily on January 15 and 22, 2023. Bidders were to provide a bid for each of the following: one (1) compatible device; two (2) or more compatible devices; and then a bid for purchasing three (3) or more compatible devices.

No pre-bid meeting was held for this bid on equipment purchase. No Addenda were issued; bids were due by 3:00 pm, January 26, 2023. The bid opening was held at 3:15 p.m. via Zoom meeting platform by the Purchasing Division; there were three (3) attendees consisting of City Staff from Purchasing and Community Development, and Goodman Maxwell, LLC.

Two (2) bids were submitted for this project as follows:

Goodman Maxwell, LLC. 1: \$33,195.68

2+: \$32,199.81 3+: \$31,535.90 Stryker Sales, LLC.

1: \$53,369.48 3: \$160,108.44

The Director of Procurement and Contracts requested clarification from Goodman Maxwell, LLC regarding information on the warranty for the devices. The President of Goodman Maxwell, LLC replied stating their supplier could not obtain the battery for the units and requested to withdraw their bid from consideration. The withdrawal of the Goodman Maxwell, LLC bid left Stryker as the only responding bidder.

THE ALTERNATIVES CONSIDERED:

Reject the bid from Stryker and rebid the equipment for a third time.

Award Bid #23-26 to Stryker for the firefighting/lifesaving equipment for a total purchase price of \$160,104.44

Which alternative is recommended? Why?

Staff recommends awarding the bid to Stryker Sales, LLC, to allow the purchase of three (3) Life-Pak devices packages compatible with existing FD equipment for a total purchase price of \$160,108.44.

CONFORMITY TO CITY POLICY:

This process conforms to City Procurement Policy and Federal Procurement Standards associated with U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funding

FINANCIAL IMPACT:

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

The fiscal impact is limited to the available amount of CDBG funding from FY2023 (CDBG Program Year 2022-2023) and will be expensed during Fiscal Year 2023. No future financial impact.

Is this a one-time or recurring expenditure?

This will be a one-time expense.

Is this expenditure budgeted?

Yes

Killeen Community Development Block Grant (CDBG):

Account # 228-3250-426.50-86

Project Code: 17-C029 \$97,231.08
Project Code: 21-C029 \$60,292.20
Total: \$157,523.28

Killeen Fire Department:

Account # 010-7070-442.61-35 \$2,585.16

Purchase total from Stryker: \$160,108.44

If not, where will the money come from?

N/A

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

Yes. This total expenditure will require \$157,972.20 provided by Killeen Community Development Block Grant (CDBG). Each project payment will be paid proportionately to the total amount of funding invested, e.g., 100% CDBG until all funds are expended on project completion. Any remaining balance will be funded by Killeen Fire Department budgeted funds.

RECOMMENDATION:

Staff recommends awarding Bid #23-26 KFD Firefighting/Lifesaving Equipment #22.05 to Stryker Sales, LLC in the amount of \$160,108.44 from FY2023/PY 2021-22 CDBG funds with payment made to the Vendor in the amount of 157,972.20 or until CDBG funds are exhausted. The difference of \$2585.16 shall be provided by KFD through budgeted funds for a total purchase price of \$160,108.44.

DEPARTMENTAL CLEARANCES:

Fire Dept, Legal, Purchasing, Finance

ATTACHED SUPPORTING DOCUMENTS:

Bids Quote Certificate of Interested Parties Contract Verification

Response to Invitation to Bid



CITY OF KILLEEN ATTN: PURCHASING DIVISION 802 N. 2ND STREET, BUILDING E 2ND FLOOR KILLEEN, TEXAS 76541

RE: BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING/ LIFESAVING EQUIPMENT #22.05

Due: January 26th, 2023 at 3:00 PM

BIDDER:

Stryker Sales LLC, through its Medical Division

ADDRESS:

11811 Willows Road NE, Redmond, WA 98052

CONTACT:

Account Manager: Marisa Wheeler /marisa.wheeler@stryker.com

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

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Physio-Control, Inc. 11811 Willows Road NE Redmond, WA 98052 Toll free 800 442 1142 strykeremergencycare.com



Stryker 3800 E. Centre Avenue Portage, MI 49002 U.S.A. Toll free 800 784 4336 stryker.com



Jolife AB Scheelevägen 17 Ideon Science Park SE-223 70 Lund Sweden



HeartSine Technologies Ltd. 207 Airport Road West Belfast, BT3 9ED Northern Ireland United Kingdom



Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELITM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- · Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

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Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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*s*tryker

Sections



January 23, 2023

CITY OF KILLEEN ATTN: PURCHASING DIVISION 802 N. 2ND STREET, BUILDING E 2ND FLOOR KILLEEN, TEXAS 76541

Re: BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT #22.05

To Whom it May Concern:

The purpose of this letter is to confirm that Stryker Sales, LLC (the "Company") is hereby submitting a response in connection with the above-noted formal request no. 23-26 FIRE DEPARTMENT FIREFIGHTING / LIFESAVING EQUIPMENT #22.05 (hereinafter, "BID") being conducted by CITY OF KILLEEN.

Notwithstanding any required signatures of the Company submitted in connection with the BID documents, the terms and conditions contained in the BID are only a non-binding statement of the intentions of the Company and no legal rights or obligations of either party are created with respect to any matters contemplated therein. No terms and conditions are binding on the parties unless and until a definitive agreement with the respect to the transaction is signed by both parties (the "Definitive Agreement"). In addition, the BID may not address all matters to be negotiated by the parties and contained in the Definitive Agreement and any different or conflicting terms contained in the Definitive Agreement will supersede and replace those contained in the BID.

Notwithstanding anything to the contrary, the parties agree that the following provisions shall be binding upon the parties: (1) each of the parties shall treat the contents of the BID as confidential, and (2) during the course of negotiating the Definitive Agreement none of the parties (nor any agent, representative or affiliate thereof) shall directly or indirectly disclose to any third party the contents of the BID or any discussions relating to the BID or the Definitive Agreement, except to their agents or representatives who have a need to know in connection with the negotiation of the Definitive Agreement.

Thank you in advance for your consideration and we look forward to a mutually fruitful relationship. Kind

Regards,

Jennifer N. Collins

Pricing and Contract Manager

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

stryker

INVITATION FOR BID

CITY OF KILLEEN, TEXAS

SEALED BIDS WILL BE RECEIVED FOR:

FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT #22.05

Contract #KCDBG22.05

3:00 P.M. JANUARY 26, 2023

ELECTRONICALLY SUBMIT BIDS TO OPENGOV E-BIDDING SITE:

https://procurement.opengov.com/login

OR MAIL TO:

CITY OF KILLEEN

ATTN: PURCHASING DIVISION

802 N. 2ND STREET, BUILDING E 2ND FLOOR

KILLEEN, TEXAS 76541

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I. NOTICE TO BIDDERS

NOTICE TO BIDDERS

BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05

CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Bid # 23-26 Fire Department Firefighting/Lifesaving Equipment*, electronically through the City's OpenGov e-bidding site or addressed to the City of Killeen, Attn: Purchasing Department, 802 N. 2nd Street, Bldg. E, Killeen Texas 76541, until 3:00 p.m., January 26, 2023. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 23-26 Fire Department Firefighting/Lifesaving Equipment, 3:00 p.m. January 26, 2023". Submittals received after the opening time will be returned unopened. Bidders may register and submit bids electronically at https://procurement.opengov.com/login.

This project is funded, in whole or in part, by federal funds from the **U.S. Department of Housing & Urban Development.**Contractor/Subcontractor(s) will be responsible for meeting all requirements set forth by the federal funds including the requirements of this Bid Packet.

Bid questions will be accepted on the OpenGov e-bidding site, until 3:00 p.m. on January 24, 2023. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

It is the bidder's responsibility to obtain and acknowledge all addenda and include with bid submittals.

Bids will be opened and read aloud through Zoom online video conferencing at 3:15 p.m. on January 26, 2023. Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow:

https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09

Call: 1-346-248-7799 Meeting ID: 339 788 7656 Password: 04142020

Complete information regarding this solicitation may be obtained from the City of Killeen website (https://www.killeentexas.gov/414/Purchasing), Demand Star (https://www.txsmartbuy.com), ESBD (https://www.txsmartbuy.com), and OpenGov E-Bidding site (https://procurement.opengov.com/portal/killeentexas)

The City of Killeen reserves the right to reject any or all bids and wave any irregularities.

CITY OF KILLEEN, TEXAS

LORIANNE LUCIANO, DIRECTOR OF PROCUREMENT AND CONTRACT MANAGEMENT

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INFORMATION AND INSTRUCTIONS

CITY OF KILLEEN

BIDDING TERMS, CONDITIONS, AND REQUIREMENTS FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT DEPARTMENT PROJECTS

I. INFORMATION/INSTRUCTIONS FOR BIDDERS

This is your notice that sealed bids including electronic submission for **Bid #23-26 Fire Department Firefighting/Lifesaving Equipment 22.05** subject to the Terms and Conditions of this Invitation for Bids (*City of Killeen Bidding Terms, Conditions an Requirements for Federally Funded Community Development Department Projects; Special Conditions for Community Development Department Contracts and Community Development Department General Conditions of the Contract for Construction-CDBG and HOME Programs* attached hereto) and such other conditions to the Bid (known as bid packet) will be received electronically through the City's OpenGov e-bidding site OR at the Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, TX 76541 **until 3:00 p.m., January 26, 2023. Bids will be opened and read aloud through Zoom online video conferencing at 3:15 p.m. January 26, 2023.** Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids submitted by email or by facsimile (fax) will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, one (1) original, signed and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify the bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting the bid by the stated deadline.

The City of Killeen reserves the right to reject any or all bids and to evaluate any or all Fire Department Firefighting/Lifesaving Equipment 22.05 bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: Bid 23-26 Fire Department Firefighting/Lifesaving Equipment 22.05, 3:00 p.m., January 26, 2023. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 3:00 p.m. and the city is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 3:00 p.m.

Notice of opportunities to bid released during any national, state, or local declaration of disaster or emergency whereby in-person public participation is associated with and/or related to submittals, changes to submittals, receipt of submittals, public opening, or public attendance at such may be modified to provide interested persons with reasonable and timely access by "virtual" means using live streaming video, audio, and/or text associated with any bid opportunity utilization in whole or in part City of Killeen Community Development federally funded projects.

II. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following express conditions:

Bidders shall make all investigation necessary to be thoroughly informed regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

Bidders shall thoroughly inform themselves of all clauses contained within this bid packet to include **City of Killeen General Conditions of the Contract for Construction-Community Development Block Grant Program and Home Investment Partnerships Act Program**.

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a bid does not affect this right.

III. QUALIFICATIONS OF BIDDER AND CONTRACTOR(S)/SUBCONTRACTOR(S)

The Owner may make such investigations as he deems necessary to determine the ability of the bidder and/or subcontractor to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract:

- a. Must be acceptable to the Owner after verification of the current eligibility status; and
- b. Must comply with applicable certifications included in, but not limited to, **Special Conditions for Community Development Department Contracts**

The City of Killeen receives funding from the U.S. Department of Housing and Urban Development (HUD). The Federal funding is made available to city departments, area non-profits and faith-based entities, and public service agencies, who provide services to low- and moderate-income Killeen residents, for new construction, improvements, and/or rehabilitation/renovation to target area streets/sidewalks, water and sanitary sewer lines, parks, and recreation, and for commercial buildings owned and occupied by area public service agencies. To provide the best possible service to these entities the City continuously seeks professional, quality contractors and subcontractors to complete a certification process prior to participating in City of Killeen Federally Funded Community Development Department construction projects.

The certification process is different than the City's Contractor Registration, which is a general construction registration issued by the City. The Community Development Department Contractor Certification is free of charge and includes verification of: the name, ownership type and number of years in business; reference to what specific trades, including licensing, and annual volume of work the contractor is engaged in; financial and insurance information; references from customers and material suppliers; participation in Apprentice or Trainee programs registered with the U.S. Department of Labor; and guarantees provided on completed jobs. Contractor certifications are confirmed by written notice from the Community Development Department Staff. Upon certification, the contractor is expected to perform all work in a workmanlike manner, maintaining a level of professionalism by, both the contractor, its employees, and subcontractors. Certifications are renewed every two years or as instructed by governing policy or regulation.

An open line of communication [between the contractor, city, department, program staff, and the project recipient] is essential in understanding the work being performed and achieving a project completed to everyone's satisfaction.

Community Development Department Staff is responsible for meeting with contractors and providing a brief program and bidding procedures orientation. Additional information may be obtained from the Community Development Department offices located at 802 N. 2nd Street, Building E, 1st Floor, Killeen, TX 76541, or by calling 254-501-7845.

IV. PREPARATION OF BIDS

1. Bids will be prepared by a qualified responsible Bidder in accordance with the following:

- (a) All information required by the Bid shall be furnished. The Bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the Bid document.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by City

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of

Article 20.04(f) of the Texas Limited Sales and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificated in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07 Any such exemption certificated issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

2. Conditions of Work

All bidders must inform themselves fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her Contract. Insofar as possible the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

3. Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements

Bidder agrees that if this bid is accepted, he/she will not engage in employment practices, which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, disability, or political belief or affiliation.

4. Description of Supplies

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they will be required to furnish the item as specified.

5. Discounts

- (a) Any Bidder and his/her subcontractor(s) may provide material or material discounts to any project where ownership involves a duly authorized non-profit organization that is granted the designation as a 501(c)(3) or (4) status from the Internal Revenue Service. All discounts shall be included in the bidder's final bid price and reflected on the appropriate bid form.
- (b) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period, in the regular course of business.
- (c) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

6. Insurance/Permits

Bidder shall carry insurance in accordance with types and amounts listed in the General Conditions of the Contract for Construction Community Development Block Grant Program and Home Investment Partnerships Act Program for the duration of the project, which shall include items owned by the City/Owner in the care, custody, and control of the Bidder prior and during construction and warranty period. Bidder shall furnish Certificates of Insurance as evidence thereof. Copies of policy declaration pages and all policy endorsements shall be furnished upon request.

When delivering items awarded, the bidder shall maintain Comprehensive General Liability and Property Damage Insurance as shall protect the City/Owner from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under the contract, whether such operations be by him/herself or by any subcontractor or by anyone directly or indirectly employed by either of them as described in the minimum amounts listed in the City of Killeen Community Development Department General Conditions of the Contract for Construction Community Development Block Grant Program and HOME Investment Partnerships Act Program.

The Bidder shall procure and pay all permits, licenses, and approvals necessary for the execution of this contract prior to the start of work.

In the event of contract award, Bidder shall include an Additional Insured Endorsement naming the City/Owner as additionally insured on all general liability policies associated with the project.

7. Clarification or Objection to Bid Specifications

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, shall be made only by an addendum duly issued. Responses will be answered in the form of an addendum and posted on the City's website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

V. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing and submitted to the Purchasing Office via the OpenGov e-bidding site prior to January 24, 2023, 3:00 p.m. There will be no exceptions. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered non-official and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted online Demand Star (http://www.demandstar.com/), ESBD (http://www.txsmartbuy.com), and OpenGov E-Bidding site (https://procurement.opengov.com/portal/killeentexas). All Addenda so issued shall become part of the contract documents.

VI. RESPONSE AND SUBMISSION OF BID

A state or local unit of government receiving a grant from the Federal Government, which requires contracting for construction or facility improvement, shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds.

- * All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.
- * The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.
- * The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.
- * A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.
- * The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. Contracts may only be awarded to a bidder meeting the minimum specifications and evaluation criteria outlined in the City of Killeen Community Development Department Contractor Certification. The anticipated date of the notice of award is February 28, 2023.

1. Bid Security (applies to bids exceeding \$50,000)

Each bid must be accompanied by a certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City/Owner, in the amount of 10% of the bid.

Such checks or bid bonds shall be retained a minimum of fifteen (15) days after the opening of bids. Bid bonds or checks remaining will be returned to unsuccessful bidders upon Owner confirmation of bidder certifications, or, if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his bid.

2. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

3. Bid Forms

Each bid must be submitted on the prescribed forms and accompanied by all documents requested on the Bidder's Checklist form. All blank spaces must be filled in, in ink or typewritten and all foregoing Certifications must be fully completed and executed when submitted.

One (1) set of bid documents shall be sealed and submitted, with original signatures and one (1) electronic copy on a flash drive of the entire set of documents, no later than the specified date and hour of the bid opening to:

if submitted by mail or hand delivery to:

City of Killeen Attn: Purchasing Division 802 N. 2nd Street, Bldg. E 2nd Floor Killeen, TX 76541

Submit electronically at:

https://procurement.opengov.com/portal/killeentexas

4. Submission of Bid

By submitting your bid/proposal, you acknowledge that the City of Killeen will not accept any bid/proposal, or execute any submitted contract in conjunction with a bid/proposal that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

5. Bid Changes Prior to Bid Opening

Bids and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen Attn: Purchasing Division, 802 N. 2nd Street, Bldg. E 2nd Floor, Killeen, TX 76541.

The names and address of Bidder, the date and hour of the bid opening and the Bid name and number shall be placed on the outside of the envelope.

6. Bids Not Considered

Telegraphic bids will not be considered. However, bids may be modified by written notice provided such notice is received prior to the time and date set for the bid opening.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Acceptance of Subcontracts/Subcontractors

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to be awarded a subcontract under this contract:

- a. Must be acceptable to the City/Owner after verification of the current eligibility status; and
- b. Must comply with applicable certifications included in, but not limited to those certifications contained in Special Conditions for Community Development Department Contracts.

9. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications, Plans, and Contract Documents (including all addenda). The failure or omission of any bidder to examine any forms, instrument, or documents shall in no way relieve any bidder from any obligation with respect to his/her bid.

10. Time of Project Completion

Bidder must agree to commence work on or within ten (10) days after a date to be specified in a written "Notice to Proceed" and to complete project within a maximum of **95 days** of the beginning of Contract start date or Notice to Proceed, whichever is later. Days are defined as a calendar day.

VII. WITHDRAWAL OF BIDS

A bidder may withdraw a bid that has been submitted at any time up to the due date and time of the Bid opening. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at lluciano@killeentexas.gov. All bids shall be valid for a period of ninety (90) days after the bid opening date.

VIII. BID PROTEST

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit a formal protest in writing to the Purchasing Division within two (2) business days after the specified time of the bid opening. The formal written protest must identify the:

- name of bidder contesting the solicitation;
- project name and number; and
- specific grounds for the protest, with all supporting documentation

A response to the protest will be prepared by Purchasing within ten (10) business days of receipt of the protest. All determinations made by the City are final.

IX. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The Bidder misstates or conceals any material fact in the bid, or
 - 2. The bid does not strictly conform to law or the requirements of the bid, or if
 - 3. The bid is conditional, except that the Bidder may qualify his bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section IX(a)3 above.

X. AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations fully and reliably for the Contract taking into consideration qualifications and past performance of the Bidder. The following are considered examples of

performance that is not responsible and may lead to a determination that the Bidder is not responsible:

(b)

- * Falsification of information provided in a bid response;
- Non-observance of safety requirements;
- Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- * Substantial failure to adhere to contractually agreed-upon schedules; and poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- Unit price
- Total bid price
- Terms and discounts
- Delivery date
- Product warranty
- Special needs and requirements of City
- Past experience with product/service
- City's evaluation of the bidder's ability, financial, strength, and ethical standards
- The extent to which the goods or services meet the municipality's needs
- Bidder's past performance
- Demurrage charges, freight costs and mileage
- Estimated costs of supplies, maintenance, etc.
- Estimated surplus value, life expectancy
- Results of testing samples
- Conformity to specifications
- Training requirements, location, etc.
- Location of maintenance facility/service person; ability to provide for minimum down time
- The total long-term cost to the municipality to acquire the bidder's goods or services
- Quality of the bidder's goods or services.
- Reputation of bidder and of bidder's goods and services
- b) If, at the time this Contract is to be awarded, the lowest estimate submitted by a qualified responsible Contractor does not exceed the amount of funds then estimated by the City/Owner as available to finance the Contract, the City/Owner may award the Contract on the estimate submitted combined with such alternate additions or deductions applied in the numerical order in which they are listed in the Bid form, as this produces a net amount, which is within the available funds to finance the Contract.
- c) The City reserves the right to accept any item or group of items of this bid, unless the Bidder qualifies his bid by specific limitation. Reference section IX(a)3 above.
- d) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- e) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid", unless otherwise specified in the Invitation for Bids.

- f) If identical bids are received from two or more bidders and those bids are the lowest and best bid, the tie shall be broken in accordance with provisions in Section 271.901 of the <u>Texas Local Government Code</u>.
- g) As stated in Section 271.905 of the <u>Texas Local Government Code</u>, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- h) As stated in Section 271.9051(b) of the <u>Texas Local Government Code</u>, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

1. Safety Standards and Accident Prevention

With respect to all work performed under this Contract, the Contractor shall:

- a) Comply with the safety standards provisions of applicable laws, building and construction codes and the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 and the requirements of Title 29 of the Code of Federal Regulations, Chapter XVII Part 1910 Occupational Safety Health, and Standards.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c) Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

2. Texas Workers' Compensation Commission Rule 29 TAC §110.110

The State of Texas requires Workers' Compensation insurance by law for work being performed for a municipality. <u>The City of Killeen cannot waive this requirement</u>. Bidder is required to provide worker's compensation insurance for all persons or entities providing service on the project. This would include, but not limited to contractors and subcontractors. Food and beverage vendors, office supply deliveries, and delivery of portable toilets are not included since those deliveries and labor are not permanently incorporated into the project. The rule affects all building and construction projects, which were advertised for bid after September 1, 1994. The City must retain all workers' compensation certificates for the duration of the project and for three years from the completion of the project. Prior to awarding a contract, Bidder must provide certificate(s) of coverage for all persons and entities.

Contact your insurance agent or call the Texas Workers' Compensation Insurance Fund at **1-800-252-3439**, there may be some relief for you through the Texas Workers' Compensation Insurance Fund. You can also review options and obtain further information through The Texas Department of Insurance web site at: http://www.tdi.texas.gov/wc/index.html

XI. LIQUIDATED DAMAGES, BONDING

1. Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds as required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

2. Liquidated Damages (not applicable to equipment purchases)

Liquidated damages represent every day the project is not complete. Bidder agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day after the maximum number of contract days stated in the written "Notice to Proceed," with the exception of approved weather days.

3. Performance and Payment Bonding

If the Performance and Payment Bonds are required or voluntarily provided, the successful Contractor must furnish performance and payment bonds from a solvent company authorized to do business in the State of Texas and appearing on the U.S. Treasury list. Such bonds must be on the forms provided by the City of Killeen for one hundred percent (100%) of the contract price, conditioned that the contractor will faithfully perform the contract executed and promptly pay all amounts due to others, in accordance with Chapter 53, Texas Property Code or Chapter 2253, Texas Government Code, as applicable.

Bonding requirements:

- -Payment Bonds shall be required for all projects to ensure proper payment for all laborers, subcontracts, materials, or other expenditures incurred to complete the project. Prior to the release of the required retainage, or other such amounts claimed as unpaid by laborers, subcontractors, material providers, etc., by the Owner, Contractor shall submit Affidavits of Release of Lien from all parties participating in the completion of the project.
- -For all bid/proposal amounts <u>exceeding \$25,000</u>, Contractor is required to provide Performance Bonds equal to the total contract amount.
- -Required bonds shall be delivered with the executed Contract prior to the commencement of any work on the project. The surety on such bond or bonds shall be duly authorized and admitted to do business in the State of Texas and licensed by the State to issue Surety bonds, must meet the requirements of Texas Property Code 53.201 et seq. or Texas government Code 2253 et seq., as applicable, and must be satisfactory to the Owner. The person actually writing and signing the bonds must be a Texas Local Recording Agent who has been duly authorized by the Insurance Company to write and sign bonds on behalf of said Insurance Company, as evidenced by the accompanying power of attorney. All bonds must contain the Local Recording Agent's license number.

If the Insurance Company requirements are not satisfied, the Contractor must procure new bonds within five (5) days of receiving notice from Owner. If the Agent requirements are not satisfied, the bonds shall be returned to the Insurance Company, or Agency, if any, for signature by a Texas local recording agent.

XII. CHANGES IN WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the City/Owner. Total approved change orders for the project shall not exceed twenty five percent (25%) of the original contract amount.

XIII. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

XIV. PAYMENT TERMS

Payment for project will be made by the City of Killeen only upon completion and acceptance of the work by the Owner (refer to paragraph XI-2, Liquidated Damages-Time for Completion) unless otherwise specified in the Agreement between the Owner and Contractor.

When a performance bond is furnished, contractor will be paid in the following manner:

Contractor may receive payment on a monthly draw basis for work actually completed during the preceding thirty (30) day period. Payment will then be based on all work completed less ten percent (10%) retainage, with retainage being released upon final completion and acceptance of the project by City/Owner and receipt of all applicable Affidavits of Release of Lien for all materials, labor and other work completed or supplied by others.

Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this Project during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor

or subcontractor who supervises the payment of wages and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at: https://www.dol.gov/general/forms or its successor site.

1. Payment of Prevailing Wage Scale (not applicable to equipment purchases)

All employees (including laborers and/or mechanics) will be paid weekly and according to the prevailing Wage Scale for classifications associated with the project as provided for each type of job (classification) listed. Jobs (classification(s)) not listed are to be authorized under the Request for Authorization of Additional Wage Classification and Rate at the time of employment.

2. Certified Payroll Documentation (not applicable to equipment purchases)

Contractor and each subcontractor shall submit weekly certified payroll documentation for each week until the contract expires or as extended by authorized weather days. The Prime Contractor is responsible for ensuring that his/her subcontractors submit the required payroll certifications and documentation in a timely manner to avoid delay in payment processing by City/Owner and payment receipt by Contractor/Prime Contractor.

3. Late Payroll Submittals

The City/Owner will issue a Stop Work Notice at such time the Contractor/Prime Contractor and each subcontractor has late payroll submittals/has not submitted required certified payroll documentation. In the event issuance of a Stop Work Notice causes delay in project completion, the delay will be at the fault of the Contractor/Prime Contractor and at no fault of the City/Owner.

XV. TERMINATION OF CONTRACT

This contract shall remain in effect util the contract expires, delivery/completion and acceptance of products and/or performance of services ordered, or until terminated by either party by written notice in accordance with the General Conditions of the Contract for Construction - CDBG and HOME Programs.

All bidders must state therein the reasons for such cancellation. City/Owner reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

XVI. CONFLICT OF INTEREST

Pursuant to Title 24-Housing and Urban Development Part 570 Community Development Block Grants, 24 CFR 570.611 and 24 CFR 92.356, the federal statues of Title 2-Office of Management and Budget Guidance on Grant Agreements at 2 CFR 200.317 and 200.318 regarding the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, and procurement of property and services by participating jurisdictions, State recipients, and subrecipients for all proposals for federal grants and/or federal contracts in support (including federal pass-through funding) of housing and community development programs and other jointly sponsored projects submitted on, or after, January 1, 2014.

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen, An explanation of the requirements of Chapter 176 and complete text of the laws are available at: https://www.ethics.state.tx.us/forms/conflict/

XVII. GRATUITIES OR KICKBACKS

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

XVIII. DISCLOSURE OF INTERESTED PARTIES

Texas Government Code Section 2252.908 requires parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016.

Successful bidders shall electronically submit the form at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy on or before a designated date as indicated by City/Owner to be presented prior to Council approval of the Bid award.

This bid contract number is KCDBG20.05

XIX. LAW AND VENUE

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of all lawsuits, causes of actions, claims, or disputes shall be in Bell County, Texas.

XX. ACKNOWLEDGEMENT – "BOYCOTT ISRAEL"

By signing this document, the respondent 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.

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran,

Sudan or a foreign terrorist organization.

The Bidder, by his signature, represents that he has read the "City of Killeen Terms and Conditions for Federally Funded Community Development Department Projects" and will comply with these terms and conditions.

XXI. ACKNOWLEDGEMENT – "BOYCOTT ENERGY COMPANIES"

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

"Boycott energy company" is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

XXII. ACKNOWLEDGEMENT – "PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMUNITION INDUSTRIES"

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

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B12

III. TERMS AND CONDITIONS

SPECIAL CONDITIONS FOR COMMUNITY DEVELOPMENT DEPARTMENT CONTRACTS

INTRODUCTION: The following special conditions must be included in contracts that are fully or partially paid with CDBG/HOME funds. Some items such as bonding and insurance will also be included elsewhere in the contract documents. CONTRACTOR must comply with bonding and insurance requirements as well as the following Federal requirements.

CONTRACTOR shall comply with all applicable special conditions for Community Development Department Contracts as contained herein, and shall insert appropriate provisions in all sub-contracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of sub-contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The CONTRACTOR must submit to the City of Killeen within ten (10) days of notification of acceptance of bids, the names and addresses of the sub-contractors the Contractor proposes to utilize on the project in order for the City to approve utilization of said sub-contractors. If other sub-contractors are proposed during the construction phase, their names and addresses are to be submitted prior to utilization for approval.

Incorporated by reference on the attached **General Conditions of the Contract for Construction-Community Development Block Grant Program and Home Investment Partnership Act Program** are Federal Labor Laws and other federal law language.

I. SPECIAL CONDITIONS FOR ALL CDBG CONTRACTS

A. "Section 3" of the Housing and Urban Development Act of 1968, as amended" [Required for projects where total amount of federal funding exceeds \$200,000]

This project is funded, in whole or in part, with Federal financial assistance [funding]. Compliance with Section 3 of the Housing and Development Act of 1968, as amended and the regulation implementing Section 3 requires the provision of opportunities for creating economic opportunities for low- and very low-income persons and eligible businesses. The benchmark for Section 3 workers is federally set at 25 percent or more of the total number of labor hours worked by all workers on this project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on this project. CONTRACTOR understands he/she shall submit, on the form provided, information relative to the employee's self-certification as a Section-3 Worker or Targeted Section-3 Worker; this form will be submitted with the first certified payroll and for each new worker added who provides services or labor for this project.

B. Remedies for Violation or Breach of Contract Terms

The CONTRACTOR understands that all claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as provided by State of Texas law. Venue shall be in the County of Bell, Texas. Failure to timely comply with the contract without approval from the City of Killeen shall be deemed a breach of this agreement and the expenses and costs incurred by the City of Killeen shall be the burden of the Contractor. Disputes regarding the interpretation of this contract shall be resolved in favor of the City of Killeen.

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C. Patent and Copyrights

CONTRACTOR understands that the U.S. Department of Housing and Urban Development and the City of Killeen retain patent rights and copyrights on any project, which involves research, developmental, experimental, or demonstration work.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of "funding agreement" under <u>37 CFR 401.2(a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued the by the awarding agency.

E. Adherence to State Energy Conservation Plan

CONTRACTOR shall recognize and adhere to mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

F. Access to Records (For all contracts other than those awarded under small purchase procedures)

CONTRACTOR understands that the City of Killeen and its representatives, the State of Texas, the U.S. Department of HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract, for the purpose of performing audit or project monitoring, and such records shall be subject to examination, copying, excerpting or transcribing.

G. Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708)

(Applies to any contracts in excess of \$100,000.00, which may involve the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of that standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This requirement applies to time spent on federally assisted contracts only.) The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous as determined under construction safety and health standards promulgated by the Secretary of Labor.

- **H.** Equal Employment Opportunity Laws compliance under Executive Order 11246, 11375 and supplemental regulations at 41 CFR part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor including:
 - 1. Certification of Non-segregated Facilities (for contracts over \$10,000.00)
 - 2. Title VI, Civil Rights Act of 1964

Affirmatively furthering the policies of the Fair Housing Act

Page C2 of 4

3. Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act.

4. Section 503 of the Rehabilitation Act of 1973 (for contracts \$2,500.00 or over)

5. Age Discrimination Act of 1975

Prohibits against discrimination on the basis of age.

6. Section 504 of the Rehabilitation Act of 1973

Prohibits against discrimination on the basis of disability.

I. ADDITIONAL SPECIAL CONDITIONS FOR ALL CDBG CONSTRUCTION CONTRACTS.

A. Copeland "Anti-Kickback Act"

CONTRACTOR shall comply with the Copeland "Anti-Kickback Act" (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3). No contractor or subcontractor shall induce any person employed in the construction, completion, or repair of public buildings or public work, financed in whole or in part by loans or grants from the United States, by any means, to give up any part of the compensation to which he/she is otherwise entitled. Workers must be paid weekly, and deductions from workers' pay must be permissible, and contractors/subcontractors must submit weekly payrolls and maintain those records for a minimum of three (3) years after completion of the project. The City of Killeen shall report all suspected or reported violations to the U.S. Department of Labor and to the U.S Department of Housing and Urban Development.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

CONTRACTOR shall comply with requirements contained in Section 1352 of title 31, United States Code, certifying that:

- (1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

C. Davis-Bacon Requirements

(CDBG Construction Contracts over \$2,000.00; and Housing Contracts of 8 or more units)

(HOME Housing Construction Contracts of 12 or more units; any amount)
CONTRACTOR shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required

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by Federal program legislation all prime construction contracts in excess of \$2,000.00 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations at 29 CFR Parts 1, 3, 5, 6, and 7). Under this Act Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than once a week and that deductions from workers' pay be permissible. A copy of the applicable prevailing wage rates is included in this solicitation and a decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. Any known changes to these wage rates prior to award of contract, shall be made known to offerors. In addition, Contractors will be required to provide payroll information to the City of Killeen on a weekly basis for verification of compliance. The City of Killeen shall report all suspected or reported violations of this condition to the U.S. Department of Housing and Urban Development and/or the U.S. Department of Labor. (See attached wage determination schedule applicable to project) (Does not apply to demolition only activities)

D. Contract Termination

This contract may be terminated in accordance with section 34 of the City of Killeen Community Development Department General Conditions of the Contract for Construction Community Development Block Grant Program and Home Investment Partnerships Program.

E. Equal Employment Opportunity (Construction Projects over \$10,000)

CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor also agrees to ensure that Minority Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

In this regard the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

F. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA Regulations of Non-Exempt Federal Contracts (Construction Contracts over \$100,000)

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738; and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under Non-Exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to HUD and to the USEPA Assistant Administrator for Enforcement (EN-329).

II. RESTRICTION ON ALL PUBLIC WORKS PROJECTS

No Contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract.

IV. CONFLICT	OF INTE	REST QU	ESTIONN	AIRE

CONFLICT OF INTEREST QUESTIONNAIRE

N/A

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law	by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapte has a business relationship as defined by Section 176.00 vendor meets requirements under Section 176.006(a).		Date Received
By law this questionnaire must be filed with the records adm than the 7th business day after the date the vendor become filed. See Section 176.006(a-1), Local Government Code.		
A vendor commits an offense if the vendor knowingly violate offense under this section is a misdemeanor.	es Section 176.006, Local Government Code. An	
Name of vendor who has a business relationshi	p with local governmental entity.	
N/A		
completed questionnaire with the appropriat	o a previously filed questionnaire. (The law re e filing authority not later than the 7th busines questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom t	he information is being disclosed.	
	Name of Officer	
other than investment income, from Yes B. Is the vendor receiving or likely to). Also describe any family relationship with or business relationship described. Attack	h the local government officer. h additional pages to this Form kely to receive taxable income, income, from or at the direction
Describe each employment or business relation other business entity with respect to which to ownership interest of one percent or more.		
	e local government officer or a family member B), excluding gifts described in Section 176.0	
7		
Signature of vendor doing business with the	governmental entity D	Pate

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

V. CERTIFICATE OF INTERESTED PARTIES – FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 0† 1		
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	rties.	CEI	OFFICE US			
1		orm, and the city, state and country of the business entity's place			Certificate Number:		
	of business. Stryker Sales, LLC		2023	3-974839			
	Redmond, WA United States		Date	Filed:			
2	Name of governmental entity or state agency that is a pa	arty to the contract for which the form is	01/2	3/2023			
	being filed.	•					
	CITY OF KILLEEN FIRE DEPARTMENT		Date	Acknowledged	!		
3	Provide the identification number used by the government description of the services, goods, or other property to		ify the c	ontract, and pro	ovide a		
	KCDBG22.05 STRYKER QUOTE NO: 10514658 FOR 3 X LIFEPAI DEPARTMENT FIREFIGHTING / LIFESAVING EQU		OR BID	NO. 23-26 FIR	E		
ļ				Nature o	re of interest		
•	Name of Interested Party	City, State, Country (place of bus	ate, Country (place of business)		pplicable)		
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	Check only if there is NO Interested Party.						
	UNSWORN DECLARATION						
	My name is <u>Jennifer Collins - Manager, Strategic Pric</u>	and Contracts and my date	of birth is	September	13, 1972		
	My address is 11811 Willows Road NE		WA (state)	98052	_,		
	(street)	(city)	(state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true a						
	Executed in King	County, State of <u>Washington</u> , on th	ne <u>23</u>	day of <u>Januar</u> y			
		Sanit Ch Cold	Q:_	(month)	(year)		

VI. SPECIFICATIONS

General

The City of Killeen Fire Department is seeking bids on monitor/defibrillator devices meeting the following minimum requirements, for a single piece of equipment (product). The Fire Department will purchase as many pieces as practical with the available budget. Bidder should indicate any discount(s) available to City.

Reference included in these specifications indicating a specific name brand item(s), materials, or manufacturers are for EXAMPLE ONLY. Bidder must provide all product information, manufacturer, manufacturer representative contact, drawings-as applicable, installation, maintenance, and warranty information when submitting to obtain approval for "equal" items.

The monitor/defibrillator, is expected to minimally meet all the following criteria for each individual unit:

- A minimum of:

- Six (6) main operating modes:
- AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.
- Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.
- Archive mode: for accessing stored patient information. Setup mode: for changing default settings of the operating functions.
- Service mode: for authorized personnel to perform diagnostic tests and calibrations.
- Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5
 lb. (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb. (8.4 kg)

Lithium-ion battery: ≤1.3 lb. (0.6 kg),

Accessory bags and shoulder strap: 3.9 lb. (1.77 kg),

Standard (hard) paddles: 2.1 lb. (0.95 kg),

Height: 12.5 in (31.7 cm), **Width:** 15.8 in (40.1 cm), **Depth:** 9.1 in (23.1 cm),

Display

- Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in
- (171 mm) wide x 5.0 in (128 mm) high
- Resolution: display type 640 dot x 480 dot color backlit LCD
- User selectable display mode: full color or SunVue™ or equivalent display high contrast

- Display: a minimum of 5 seconds of ECG and alphanumeric for values, device instructions, or prompts
- Display: up to three waveforms
- Waveform display sweep speed: 25 mm/sec for ECG, Sp02, IP, and 12.5 mm/sec for CO2

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports and transfer the stored information via supported communication methods.

Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth® technology provides short-range wireless communication with other blue tooth enabled devices

Monitor

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/ defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency response:

Monitor: 0.5 to 40 Hz or 1 to 30 Hz

• Paddles: 2.5 to 30 Hz

• 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead) Durability

- Dual-layer screen protector Large, shock absorbing handle Reliability
- Upgradeable platform
- Daily, diagnostic self-test monitor/defibrillator

Heart rate display:

- 20–300 bpm digital display
- Accuracy: ±4% or ±3 bpm, whichever is greater
- QRS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

Common mode rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz90 dB at 50/60 Hz

Sp02/SpC0/SpMet

Sensors:

- MASIMO® sensors including RAINBOW® sensors
- NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

Sp02

Displayed saturation range: "<50" for levels below 50%; 50 to 100%

Saturation accuracy: 70–100% (0–69% unspecified)

Adults/pediatrics:

±2 digits (during no motion conditions) ±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as Sp02 pulsations are detected

Sp02 update averaging rate user selectable: 4, 8, 12 or 16 seconds

Sp02 sensitivity user selectable: Normal, High

Sp02 measurement: Functional Sp02 values are displayed and stored

Pulse rate range: 25 to 240 bpm

Pulse rate accuracy (adults/pediatrics):

±3 digits (during no motion conditions)

±5 digits (during motion conditions)

Optional Sp02 waveform display with autogain control

SpC0®

SpC0 concentration display range: 0 to 40%

SpC0 accuracy: ±3 digits

SpMET®

SpMet saturation range: 0 to 15.0% **SpMet display resolution:** 0.1% up to 10%

SpMet accuracy: ±1 digit

NIBP

Blood pressure systolic pressure range: 30 to 255 mmHg

Diastolic pressure range: 15 to 220 mmHg **Mean arterial pressure range:** 20 to 235 mmHg

Units: mmHg

Blood pressure accuracy: ±5 mmHg

Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation

time)

Pulse rate range: 30 to 240 pulses per minute

Pulse rate accuracy: ±2 pulses per minute or ±2%, whichever is greater

Operation features initial cuff pressure: User selectable, 80 to 180 mmHg
Automatic measurement time interval: User selectable, from 2 min to 60 min
Automatic cuff deflation excessive pressure: If cuff pressure exceeds 290 mmHg

Excessive time: If measurement time exceeds 120 seconds

CO₂

CO2 range: 0 to 99 mmHg (0 to 13.2 kPa)

Units: mmHg, %, or kPa Respiration rate accuracy:

0 to 70 bpm: ±1 bpm71 to 99 bpm: ±2 bpm

Respiration rate range: 0 to 99 breaths/minute

Rise time: 190 msec

Response time: 4.3 seconds (includes delay time and rise time)

Initialization time: 30 seconds (typical), 10-180 seconds' Ambient pressure: automatically compensated internally

Optional display: CO2 pressure waveform

•Scale factors: Auto scale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7

Vol%), 0-100 mmHg

(0-14 Vol%)

Invasive pressure

Transducer type: Strain-gauge resistive bridge

Transducer Sensitivity: 5µV/V/mmHg

Excitation voltage: 5 Vdc

Connector: Electro Shield: CXS 3102A 14S-6S Bandwidth: Digital filtered, DC to 30 Hz (<-3db) Zero drift: 1 mmHg/hr. without transducer drift

Zero adjustment: ±150 mmHg including transducer offset

Numeric accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus

transducer error

Pressure range: -30 to 300 mmHg, in six user selectable ranges

Invasive pressure display

Display: IP waveform and numerics

Units: mmHg

Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

Temperature

Range: 76.6° to 113.4°F (24.8° to 45.2°C)

Resolution: 0.1°C

Accuracy: ±0.2°C including sensor

Reusable temperature cable: 5 foot or 10 foot

Disposable sensor types: Surface—Skin; Esophageal/Rectal

Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours

Duration: Up to 8 hours

ST segment: After initial 12-lead ECG analysis, automatically selects and trends

ECG lead with the greatest ST displacement

Display choice of: HR, PR (SpO2), PR (NIBP), SpO2 (%), SpCO (%), SpMet (%), CO2

(EtCO2/FiCO2), RR (CO2), NIBP, IP1, IP2, ST

Alarms

• Quick set: Activates alarms for all active vital signs

- VF/VT alarm: Activates continuous (CPSS) monitoring in Manual mode
- **No breath alarm:** Occurs when 30 seconds has elapsed since last detected respiration
- **Heart rate alarm limit range:** Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

• **12-Lead interpretive algorithm:** University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports

- **Paper size:** 3.9 in (100 mm)
- Print speed: 25 mm/sec or 12.5 mm/sec
- Optional: 50 mm/sec time base for 12-lead ECG reports
- Delay: 8 seconds
- Auto print: Waveform events print automatically
- Frequency response:
 - Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
 - Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

- Biphasic waveform: Biphasic Truncated Exponential
- The following specifications apply from 25 to 200 ohms, unless otherwise specified:
- Energy accuracy: ±1 joule or 10% of setting, whichever is greater, into 50 ohms,

- ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.
- Voltage compensation: Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.
- Paddle options: QUIK-COMBO® pacing/ defibrillation/ECG electrodes (standard).
 Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly). Standard paddles (optional)

Manual mode

- Energy select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules
- Charge time: Charge time to 360 joules in less than 10 seconds, typical
- **Synchronous cardioversion:** Energy transfer begins within 60 msec of the QRS peak
- Paddles leads off sensing: When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than $300 \pm 15\%$ ohms, or if the magnitude of the patient impedance is greater than $440 \pm 15\%$ ohms.

AED Mode

- Shock Advisory System™ (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.
- Shock ready time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "SHOCK ADVISED"
- **Biphasic output:** Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock
- **cprMAX™ Technology:** In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

Pacer

- Pacing mode: Demand or non-demand rate and current defaults
- Pacing rate: 40 to 170 PPM
- Rate accuracy: ±1.5% over entire range
- Output waveform: Monophasic, truncated exponential current pulse (20 ± 1 ms)
- Output current: 0 to 200 mA
- Pause: Pacing pulse frequency reduced by a factor of 4 when activated
- **Refractory period:** 180 to 270 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

- Operating temperature: 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature
- **Storage temperature:** -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries
- **Relative humidity, operating:** 5 to 95%, noncondensing. NIBP: 15 to 95%, noncondensing
- Relative humidity, storage: 10 to 95%, non-condensing
- Atmospheric pressure, operating: -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)
- Water resistance, operating: IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)
- Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft category 4 (figure 514.4-7 spectrum a), Helicopter category 6 (3.75 Grms), Ground Mobile category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g
- **Shock (drop):** 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces
- **Shock (functional):** Meets IEC 60068-2-27 and MILSTD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses
- **Bump:** 1000 bumps at 15 g with pulse duration of 6 msec
- Impact, non-operating: EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.
- EMC: EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety -Collateral
- Standard: Electromagnetic Compatibility Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors Cleaning:
- Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide
- Chemical resistance: 60-hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

- **Power adapters:** AC or DC Power Adapters provide operation and battery charging from external AC or DC power
- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in device must be a minimum of 190 minutes
- Indicators: external power indicator, battery charging indicator
- **Dual battery:** Capability with automatic switching
- Low battery indication and message: Low battery fuel gauge indication and low battery message in status area for each battery
- Replace battery indication and message: Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery.
 When replace battery is indicated, device auto switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully charged batteries, 68°F (20°C) shall meet the following minimum:

Operating mode Monitoring (minutes) Pacing (minutes) Defibrillation (360J discharges)

Total capacity to shutdown Typical 360 340 420 Minimum 340 320 400 Capacity after low battery Typical 21 20 30 Minimum 12 10 6

Battery

Battery specifications

- **Battery type:** Lithium-ion Weight: ≤1.3 lb. (0.6 kg)
- Charge time (with fully depleted battery): < 190 minutes (typical)
- **Battery indicators:** Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.
- Charging temperature range: 41° to 113°F (5° to 45°C)
- Operating temperature range: 32° to 113°F (0° to 45°C)
- Short term (1 week) storage temperature range: 68° to 77°F (20° to 25°C)
- Long term (>1 week) storage temperature range: 68° to 77°F (20° to 25°C)
- Operating and storage humidity range: 5 to 95% relative humidity, noncondensing

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VII. BID FORM

CITY OF KILLEEN Community Development Department BID PROPOSAL FORM – LUMP SUM CONTRACT

Date:	
BID NUMBER: #23-26 PROJECT: Killeen Fire Department Firefighting/Lifesaving Equipment 22.05	
Proposal of STRYKER SALES, LLC CORPORATION	(hereinafter called "Contractor") a(corporation, partnership or individual) doing
business as STRYKER SALES, LLC	, as applicable.

To the City of Killeen, Texas (hereinafter called "Owner"):

The Contractor, in compliance with the notice and advertisement for bids for the **KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05/ #23-26 B-22-MC-48-0020, KILLEEN, TEXAS** having examined the written detail describing the desired product and being familiar with all the conditions surrounding the proposed product including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies necessary to complete the

Purchase in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below and agrees that claims for additional compensation or extensions of time due to contractor's failure to familiarize itself with the project document or any condition at the project site which might affect the work will not be allowed. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" issued by the Owner and to complete the project within a maximum of **95 DAYS TO COMPLETE** consecutive calendar days thereafter as stipulated in the specifications.

ADDENDA - Bidder acknowledges receipt of the following addenda: *List Addendum number, date issued, and bidder's signature acknowledging receipt.*

Addendum # Date Issued Signature Acknowledging Receipt Addendum # Date Issued Signature Acknowledging Receipt

Addendum #	Date Issued	Signature Acknowledging Receipt	Addendum#	Date Issued	Signature Acknowledging Receipt

PROPOSAL:

Bidder agrees to provide a bid amount for each line item and the portion(s) thereof for a total bid for the line item. The Total Bid will consist of complete successive line items, added/deducted in numerical order, computed to reach the cost of the project within the approved budget amount for all products described in the Bid Documents in place, and ready for use for the following line items:

Priority in accepting/deleting line items is to meet the approved budget. When the Total proposal amount exceeds the approved budget, the Owner may choose to deduct specific line items. The deducted line items accepted will be in numerical/consecutive order.

ITEM(S)	Written Bid Amount	Numerical Bid Amount	TOTAL COST
As specified, Each	FIFTY-THREE THOUSAND, THREE HUNDRED AND SIXTY-NINE DOLLARS AND FORTY-EIGHT CENTS (EA)	\$53,369.48 (EA)	\$160,108.44
Discount for purchase – 2+ each			
Discount for purchase – 4+ each			

The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. The specifications cover the minimum requirements for the product. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder

The above price(s) shall include all labor, materials, permitting, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished product(s) called for.

BIDDER understands the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

The bidder represents and certifies as part of its bid/offer it:

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

[] Black Americans [] Asian Pacific Americans [] Hispanic Americans

[] Asian Indian Americans [] Native Americans [] Hasidic Jewish Americans

The Bidder agrees this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this proposal, Bidder will execute a formal purchase order by submittal to the City of Killeen.

Respectfully submitted: SEAL – If bid/quote/estimate is by corporation

01/23/2023

SIGNATURE Date: Jennifer Col

Jennifer Collins - Manager, Strategic Pricing and Contracts

PRINTED NAME & TITLE

STRYKER SALES, LLC

FIRM

11811 Willows Road NE, Redmond, WA 98052

ADDRESS CITY, STATE, ZIP

BID NUMBER: #23-26

PROJECT: KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05

VIII. BIDDER'S CHECKLIST

BIDDER'S CHECKLIST

BID: #23-26

PROJECT: KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT Contract #KCDBG22.05

Place a check in each box to the left of the Description to confirm acknowledgement of the complete items that make up the Bid Packet.

Х	Conflict of Interest Questionnaire							
Χ	Texas Ethics Commission Certificate of Interested Parties Form 1295							
Χ	Bid Form 2 pages							

Killeen FD - Monitors x4

Quote Number: 10514658 Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308 Version: Prepared For: KILLEEN FIRE DEPT Rep: Marisa Wheeler

> marisa.wheeler@stryker.com Attn: Email:

> > 586-713-6031 Phone Number:

Quote Date: 05/24/2022 Expiration Date: 06/24/2022

Delivery Ad	ldress	End User -	Shipping - Billing	Bill To Account		
Name:	KILLEEN FIRE DEPT	Name:	KILLEEN FIRE DEPT	Name:	CITY OF KILLEEN	
Account #:	1175956	Account #:	1175956	Account #:	1300898	
Address:	Address: 201 N 28TH ST KILLEEN		201 N 28TH ST	Address:	101 N COLLEGE ST	
			KILLEEN		KILLEEN	
	Texas 76541-6298		Texas 76541-6298		Texas 76541-6105	

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	\$38,924.10	\$116,772.30
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	\$0.00	\$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	\$296.02	\$888.06
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	\$53.30	\$159.90
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	\$76.26	\$228.78
6.0	21996-000109	Titan III WiFi Gateway	3	\$907.74	\$2,723.22
7.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$433.78	\$2,602.68
			Equipr	ment Total:	\$123,374.94

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
8.0	78000171	LIFENET Asset, per device	3	\$784.80	\$2,354.40

Killeen FD - Monitors x4

Attn:

Quote Number: 10514658 Remit to: Stryker Medical

P.O. Box 93308

Version: Chicago, IL 60673-3308 Prepared For:

KILLEEN FIRE DEPT Marisa Wheeler Rep: marisa.wheeler@stryker.com

> Phone Number: 586-713-6031

Quote Date: 05/24/2022 **Expiration Date:** 06/24/2022

#	Product	Description	Qty	Sell Price	Total
9.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	\$11,459.70	\$34,379.10
			ProCare Total: \$3		\$36,733.50

Email:

Price Totals:

Estimated Sales Tax (0.000%): \$0.00 Freight/Shipping: \$0.00 **Grand Total:** \$160,108.44

Comments:

Full coverage (parts, labor, travel, batteries), onsite service included on this quote for the 8 year service life of the devices. 7 years paid coverage +1 year warranty.

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

Purchase & Sale Agreement

Date:	Contract Number Customer Number
Customer	Effective Date
_	
Contact Name	Expiration Date
Address	
City, State, Zip	
	Sales Representative

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Customer and Stryker Sales, LLC, a Michigan corporation, through its Medical division ("Stryker").

RECITALS

- I. Stryker is engaged in the manufacture and supply of medical equipment, data management products, and related supporting equipment and accessories ("Products").
- II. Customer provides healthcare services which, from time to time require the use of Products supplied by Stryker and Customer intends to acquire these products from Stryker.
- III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

- <u>Terms of Sale.</u> The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.
 <u>Conditions.</u> Intentionally omitted.
- 2. **Term**. This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.
- 3. **Pricing**. Stryker extends to Customer an offer to purchase the Products described in Exhibit "A" at the net prices therein indicated. Not more frequently than annually, Stryker may adjust the prices for Products in an amount not to exceed three percent (3%) of the then-current price. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the goods covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

- 4. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit "B". The parties intend that the terms of this Pricing Agreement be extended to the facilities identified in Exhibit "B".
- 5. **Payment.** Stryker will invoice on shipment. Customer shall pay Stryker's invoice net thirty (30) days from invoice date.
- 6. **Minimum Order Quantity.** Stryker requires a minimum order of \$200.00.
- 7. **Shipping and Delivery.** Delivery shall be F.O.B. Destination, freight prepaid and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below.
- 8. <u>Delays.</u> Delivery dates are approximate. Stryker will not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Stryker and Customer's Agreement and delivery dates shall be extended for the length of such delay.
- 9. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Products" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.
- 10. <u>Warranty</u>. Stryker provides a Limited Warranty on its Products, the current warranty is set forth at Exhibit "C". STRYKER DISCLAIMS ANY IMPLIED WARRANTY ON ANY PRODUCTS. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Stryker reserves the right to modify this warranty for future purchases.
- 11. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:
 - a) the Product is shipped in error;

breaks the security seal on the Product.

- b) the Product is shipped after the Product's expiration date:
- c) the Product is received by the Customer in a damaged, defective, or nonconforming condition;
- d) Supplier specifically authorizes the return of the Product; or
- e) the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period. If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer

12. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the distributor in writing to Stryker. On the condition that such distributor agrees in writing

- to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.
- 13. <u>Patent Indemnity</u>. Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products covered by this Agreement directly infringe ay United States Patent.
- 14. **No Resale**. Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.
- 15. **Intellectual Property.** Through the purchase of Stryker Products, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.
- 16. **Confidentiality**. The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.
- 17. **Product Training and Support**. Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.
- 18. <u>Independent Parties</u>. The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.
- 19. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.
- 20. **Arbitration**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be settled by binding arbitration before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall take place in Seattle, Washington, or in the city where Customer is headquartered, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear an equal share of the arbitrator's fee and administrative fees, however, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the substantially prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
- 21. **Notice**. Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.
- 22. <u>Compliance with Federal and State Confidentiality Laws</u>. Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for

- Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.
- 23. <u>Compliance with Laws.</u> The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.
- 24. **New Technology Pricing**. As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.
- 25. <u>Contract Reference</u>. Orders placed under this Agreement shall make reference to the Contract Number above.
- 26. **Assignment**. This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.
- 27. <u>Limitation of Liability</u>. Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.
- 28. **Force Majeure**. Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources.
- 29. **Severability**. If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 30. **Authority**. The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.
- 31. **Entire Agreement**. Stryker agrees to furnish the Products ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
- 32. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default
- 33. <u>Construction of Agreement</u>. Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.
- 34. **Termination**. Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:
 - a. A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
 - b. The insolvency or bankruptcy of the other party;

- c. Thirty (30) days prior written notice to the other party.
- 35. <u>Signatures</u>. This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Purchase and Sale Agreement by the signatures of their authorized representatives.

•	Customer
Ву:	 By:

Name: _____ Name: _____

Date: ______ Date:

Return to:

Stryker Sales, LLC

Stryker Emergency Care Attn: Contracts Department MS 4S 11811 Willows Road NE P.O. Box 97023 Redmond, WA 98073-9723

Title: _____

Fax: (425) 867-4970

On execution, please scan and return to uscontracts@stryker.com. Thank you.

Exhibit A Products and Pricing

Exhibit B Facilities

Exhibit C Warranty



Limited warranty Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years

· Evacuation chair

8 years

• LIFEPAK® CR2 defibrillator

 HeartSine® samaritan® PAD automated external defibrillator

7 years

• Welds on Stair-PRO® stair chair, Power-PRO™ XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system

5 years

 LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)

- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator

3 years

• McGRATH™ MAC EMS video laryngoscope

• Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)

2 years

• Stair-PRO (parts only)

• Power-LOAD (parts only)

• Performance-PRO XT (parts only)

• Performance-LOAD

• Power-PRO XT

• Power-PRO IT

- SMRT[™] power charger (Power-PRO XT)
- CodeManagement Module®
- LIFEPAK CR2 Trainer
- LIFEPAK 1000 Trainer
- HeartSine samaritan Trainer
- HeartSine Gateway

1 year

• Stair-PRO (parts and labor)

• Power-LOAD (parts and labor)

• Performance-PRO XT (parts and labor)

• MX-PRO® R3 x-frame ambulance cot

• MX-PRO bariatric transport cot

 Expendable components for Power-PRO and Performance-PRO XT (i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)

• SMRT power paks

• LIFEPAK 15

• LIFEPAK Certified Pre-Owned defibrillators

- LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps
- LIFEPAK 500T AED Training System
- LIFEPAK CR-T AED Training System
- LIFEPAK 20e internal battery system
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ battery charger
- MASIMO® SET® Rainbow® reusable sensors
- TrueCPR® coaching device

^{*} First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

• MASIMO cables and SET SpO2 sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support training devices
- Sterilizible internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

30 days

• Internal paddles and paddle handles (two-piece design)

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Physio-Control, Inc. 11811 Willows Road NE Redmond, WA 98052 Toll free 800 442 1142 strykeremergencycare.com



Stryker 3800 E. Centre Avenue Portage, MI 49002 U.S.A. Toll free 800 784 4336 stryker.com



Jolife AB Scheelevägen 17 Ideon Science Park SE-223 70 Lund Sweden



HeartSine Technologies Ltd. 207 Airport Road West Belfast, BT3 9ED Northern Ireland United Kingdom



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:					
Aon Risk Services Central, Inc MSC#17382	•	PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.):					
Aon PO Box 1447		E-MAIL ADDRESS:					
incolnshire IL 60069 USA			ING COVERAGE	NAIC#			
NSURED		INSURER A:	24147				
Stryker Corporation & Subsidia	diaries	INSURER B:					
2825 Airview Boulevard Kalamazoo MI 49002 USA		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 570091339	668	REV	ISION NUMBER:	•		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIÉS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
Α	Х	COMMERCIAL GENERAL LIABILITY			MWZY31274722	02/01/2022	02/01/2023	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	Excluded
								PERSONAL & ADV INJURY	\$2,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							
Α	AUT	OMOBILE LIABILITY			MWTB 312744 22	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED SCHEDULED						BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	Х	Phys Dmge-Self Insd							
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	
		DED RETENTION							
Α		PRKERS COMPENSATION AND PLOYERS' LIABILITY Y / N			MWC31274322 AOS	02/01/2022	02/01/2023	X PER STATUTE OTH-	
A	AN'	Y PROPRIETOR / PARTNER / EXECUTIVE N	N/A		MWXS31274522	02/01/2022	02/01/2023	E.L. EACH ACCIDENT	\$1,000,000
	(Ma	andatory in NH)	N/A		Excess WC - MI	, , , , , , , , , , , ,	,,	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If y	es, describe under SCRIPTION OF OPERATIONS below			SIR applies per policy ter	ns & condi	tions	E.L. DISEASE-POLICY LIMIT	\$1,000,000
DE0/		TO LOS OPERATIONS ALSO ATIONS AVELUA			IOA Additional Demonto Cabadula may be		<u> </u>		

FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION

Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Services Central Inc.



LIFEPAK® 15

monitor/defibrillator







The LIFEPAK 15 monitor/defibrillator delivers

Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK 15 monitor/ defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.

The standard in clinical innovation

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.







Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the LIFEPAK 15 gives you EtCO₂ with continuous waveform capture. Masimo[®] Rainbow[®] technology helps you detect hard-to-diagnose conditions



and improve patient care with noninvasive monitoring of carbon monoxide, SpO_2 and methemoglobin. In addition, the LIFEPAK 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE- $STAT^{TM}$ data review software.

Advanced support for treating cardiac patients

The LIFEPAK 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The LIFEPAK 15 also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refibrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.

Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4} And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.



Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4}

The standard in operational effectiveness

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

Data connectivity

The LIFEPAK 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

Upgradable platform

The LIFEPAK 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the LIFEPAK 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The LIFEPAK 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.



The standard in toughness

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The LIFEPAK 15 is LIFEPAK TOUGH™, with improved ruggedness and durability you can rely on.

Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.*



Data connectivity



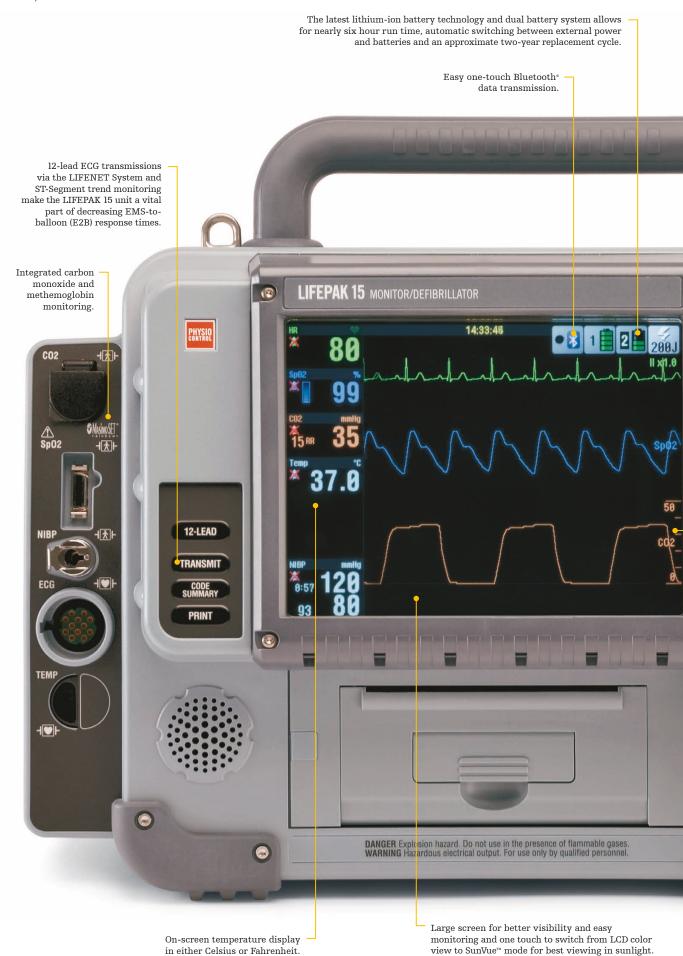
LIFEPAK TOUGH™



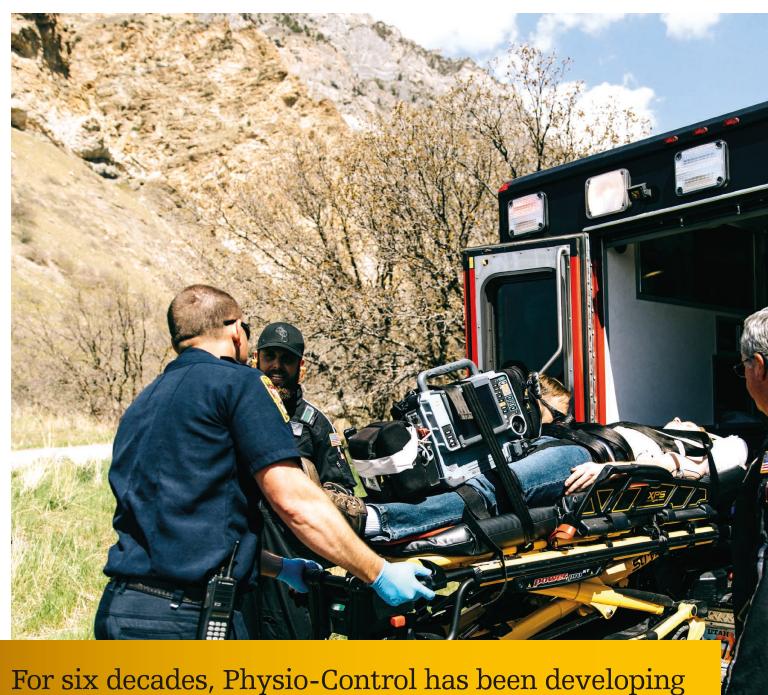
Dual-mode LCD screen with SunVue display

^{*}A variety of customized service options are available.









For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.



A legacy of trust

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit www.physio-control.com.

General

The LIFEPAK 15 monitor/defibrillator has six main operating modes:

AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

Archive mode: for accessing stored patient information. **Setup mode:** for changing default settings of the operating functions.

Service mode: for authorized personnel to perform diagnostic tests and calibrations.

Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb (8.4 kg)

Lithium-ion battery: \leq 1.3 lb (0.6 kg)

Accessory bags and shoulder strap: 3.9~lb~(1.77~kg) Standard (hard) paddles: 2.1~lb~(0.95~kg)

Height: 12.5 in (31.7 cm) **Width:** 15.8 in (40.1 cm) **Depth:** 9.1 in (23.1 cm)

Display

Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high **Resolution:** display type 640 dot x 480 dot color backlit LCD

User selectable display mode: full color or $SunVue^{™}$ display high contrast

Display: a minimum of 5 seconds of ECG and alphanumerics for values, device instructions, or prompts **Display:** up to three waveforms

Waveform display sweep speed: 25 mm/sec for ECG, Sp02, IP, and 12.5 mm/sec for CO2

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- ullet Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth* technology provides short-range wireless communication with other Bluetoothenabled devices

Monitor

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring. A 5-wire cable is used for 7-lead ECG monitoring. A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or OUIK-COMBO pacing/ defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency response:

- Monitor: 0.5 to 40 Hz or 1 to 30 Hz
- Paddles: 2.5 to 30 Hz
- 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, V1,V2,V3,V4,V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

Heart rate display:

- 20–300 bpm digital display
- Accuracy: ±4% or ±3 bpm, whichever is greater
- ORS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

Common mode rejection (GMRR): ECG Leads: 90 dB at 50/60 Hz

$Sp0_2/SpC0/SpMet \\$

Sensors

- MASIMO* sensors including RAINBOW* sensors
- NELLCOR[®] sensors when used with the MASIMO RED[™] MNC adapter

Sp0

Displayed saturation range: "<50" for levels below 50%; 50 to 100%

Saturation accuracy: 70–100% (0–69% unspecified) Adults/pediatrics:

±2 digits (during no motion conditions) ±3 digits (during motion conditions) Dynamic signal strength bar graph

Pulse tone as Sp02 pulsations are detected

Sp02 update averaging rate user selectable: 4, 8, 12 or 16 seconds

Sp02 sensitivity user selectable: Normal, High Sp02 measurement: Functional Sp02 values are displayed and stored

Pulse rate range: 25 to 240 bpm

Pulse rate accuracy (adults/pediatrics):

±3 digits (during no motion conditions) ±5 digits (during motion conditions) Optional Sp02 waveform display with autogain control

SpC0*

SpC0 concentration display range: 0 to 40% SpC0 accuracy: ±3 digits

SpMET*

SpMet saturation range: 0 to 15.0%SpMet display resolution: 0.1% up to 10%SpMet accuracy: ± 1 digit

NIBP

Blood pressure systolic pressure range: $30\ \mathrm{to}$ $255\ \mathrm{mmHg}$

Diastolic pressure range: $15 \text{ to } 220 \text{ } \mathrm{mmHg}$ Mean arterial pressure range: $20 \text{ to } 235 \text{ } \mathrm{mmHg}$ Units: mmHg

Blood pressure accuracy: $\pm 5 \text{ mmHg}$

Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation time)

Pulse rate range: 30 to 240 pulses per minute Pulse rate accuracy: ±2 pulses per minute or ±2%, whichever is greater **Operation features initial cuff pressure:** User selectable, 80 to 180 mmHg

Automatic measurement time interval: User selectable, from 2 min to 60 min

Automatic cuff deflation excessive pressure: If cuff pressure exceeds $290~\mathrm{mmHg}$

Excessive time: If measurement time exceeds 120 seconds

CO_2

CO2 range: 0 to 99 mmHg (0 to 13.2 kPa) Units: mmHg, %, or kPa

Respiration rate accuracy:

- 0 to 70 bpm: ±1 bpm
- 71 to 99 bpm: ±2 bpm

Respiration rate range: 0 to 99 breaths/minute Rise time: 190 msec

Response time: 3.3 seconds (includes delay time and rise time)

Initialization time: 30 seconds (typical), 10-180 seconds

Ambient pressure: automatically compensated internally

Optional display: CO2 pressure waveform

• Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive pressure

Transducer type: Strain-gauge resistive bridge Transducer Sensitivity: $5\mu V/V/mmHg$

Excitation voltage: 5 Vdc

Connector: Electro Shield: CXS 3102A 14S-6S Bandwidth: Digital filtered, DC to 30 Hz (< -3db) Zero drift: 1 mmHg/hr without transducer drift Zero adjustment: ± 150 mmHg including transducer offset

Numeric accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

Pressure range: -30 to 300 mmHg in six user

Pressure range: -30 to 300 mmHg, in six user selectable ranges

Invasive pressure display

Display: IP waveform and numerics

Units: mmHg

Labels: Pl or P2, ART, PA, CVP, ICP, LAP (user selectable)

Temperature

Range: 76.6° to 113.4°F (24.8° to 45.2°C)

Resolution: 0.1°C

Accuracy: ±0.2°C including sensor

Reusable temperature cable: 5 foot or 10 foot

Disposable sensor types: Surface–Skin; Esophageal/Rectal

Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours **Duration:** Up to 8 hours

ST segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

Display choice of: HR, PR (SpO2), PR (NIBP), SpO2 (%), SpCO (%), SpMet (%), CO2 (EtCO2/FiCO2), RR (CO2), NIBP, IP1, IP2, ST

Alarms

Quick set: Activates alarms for all active vital signs **VF/VT alarm:** Activates continuous (CPSS) monitoring in Manual mode

No breath alarm: Occurs when 30 seconds has elapsed since last detected respiration

Heart rate alarm limit range: Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

12-Lead interpretive algorithm: University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports

Paper size: 3.9 in (100 mm)

Print speed: 25 mm/sec or 12.5 mm/sec

• Optional: 50 mm/sec time base for 12-lead ECG reports

Delay: 8 seconds

Autoprint: Waveform events print automatically

Frequency response:

• Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz

• Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

Biphasic waveform: Biphasic Truncated Exponential

The following specifications apply from 25 to 200 ohms, unless otherwise specified:

Energy accuracy: ±1 joule or 10% of setting, whichever is greater, into 50 ohms, ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

Voltage compensation: Active when disposable therapy electrodes are attached. Energy output within $\pm 5\%$ or ± 1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

Paddle options: QUIK-COMBO° pacing/ defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

Manual mode

Energy select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

Charge time: Charge time to 360 joules in less than 10 seconds, typical

Synchronous cardioversion: Energy transfer begins within 60 msec of the QRS peak

Paddles leads off sensing: When using OUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than 300 \pm 15% ohms, or if the magnitude of the patient impedance is greater than 440 \pm 15% ohms.

AED Mode

Shock Advisory System™ (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

Shock ready time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "SHOCK ADVISED"

Biphasic output: Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

cprMAX™ Technology: In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup options:

- Auto Analyze: Allows for auto analysis.
 Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity.
 Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes

Pacer

Pacing mode: Demand or non-demand rate and current defaults

Pacing rate: 40 to 170 PPM

Rate accuracy: $\pm 1.5\%$ over entire range Output waveform: Monophasic, truncated exponential current pulse (20 \pm 1 ms)

Output current: 0 to 200 mA

Pause: Pacing pulse frequency reduced by a factor of 4 when activated

Refractory period: 180 to 280 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

Operating temperature: 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature

Storage temperature: -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries

Relative humidity, operating: 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

Relative humidity, storage: 10 to 95%, non-condensing

Atmospheric pressure, operating: -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)

Water resistance, operating: IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g Shock (drop): 5 drops on each side from 18 inches

onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

Shock (functional): Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

Bump: 1000 bumps at 15 g with pulse duration of 6 msec

 $\label{lem:lemma:eq$

EMC: EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

Cleaning: Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

Chemical resistance: 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

Power adapters: AC or DC $\,$

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

Dual battery: Capability with automatic switching **Low battery indication and message:** Low battery fuel gauge indication and low battery message in status area for each battery

Replace battery indication and message:

Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully-charged batteries, 68°F (20°C)

Operating mode		Monitoring (minutes)	Pacing (minutes)	Defibrillation (360J discharges)
Total	Typical	360	340	420
capacity to shutdown	Minimum	340	320	400
Capacity	Typical	21	20	30
after low battery	Minimum	12	10	6

Battery

Battery specifications
Battery type: Lithium-ion
Weight: ≤1.3 lb (0.6 kg)

Charge time (with fully depleted battery):

4 hours and 15 minutes (typical)

Battery indicators: Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

Charging temperature range: 41° to 113°F (5° to 45°C)

Operating temperature range: 32° to 113° F (0° to 45° C)

Short term (<1 week) storage temperature range: -4° to 140°F (-20° to 60°C)

Long term (>1 week) storage temperature range: 68° to 77°F (20° to 25°C)

Operating and storage humidity range: 5 to 95% relative humidity, non-condensing

References

- 1. Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation*. 2007;115:1511-1517.
- 2. Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med.* 2008;168:1063-1069.
- 3. Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation*. 2007;75:260-266.
- 4. Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation*. 2008;78:127-134.

All claims valid as of August 2018.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.668.8323 (Canada) or visit our website at www.physio-control.com

Physio-Control Headquarters

11811 Willows Road NE Redmond, WA 98052 www.physio-control.com

Customer Support

P. O. Box 97006 Redmond, WA 98073 Toll free 800 442 1142 Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd. 45 Innovation Drive Hamilton, ON L9H 7L8 Canada Toll free 800 668 8323 Fax 877 247 7925



Physio-Control, Inc., 11811 Willows Road NE, Redmond, WA 98052 USA

CITY OF KILLEEN

Community Development Department BID PROPOSAL FORM – LUMP SUM CONTRACT

1/1/	1/2023				
7	- i				
BID NÚMBE		partment Firefighting/Lifesaving Equ	sinment 22.0	5	
PROJECT: KII		시스트 하다 하는 그를 가장하고 되었다. 하는데			
Proposal of_	GOOL	MAN MAXWELL, LLC			(hereinafter called "Contractor") a
				(cor	poration, partnership or individual) doing
business as					
					, as applicable.
					즐겁! (여러분) 등 하고 말다면 받는다.
To the City o	of Killeen, Te	kas (hereinafter called "Owner"):	advorticam	ont for	bids for the KILLEEN FIRE DEPARTMENT
The Contra	ictor, in co	MG FOLLOMENT 22 05/ #23-26 R-2	22-MC-48-00	20. KILLEE	N, TEXAS having examined the written det
describing tl	ne desired nr	oduct and being familiar with all the	conditions s	urrounding	the proposed product including the availabil
of materials	and labor. h	ereby proposes to furnish all labor, r	materials, and	supplies i	necessary to complete the
Purchase in	accordance v	with the Contract Documents, withir	n the time set	: forth ther	ein, and at the price(s) stated below and agre
that claims	for addition	al compensation or extensions of	time due to	contracto	r's failure to familiarize itself with the proje
document o	r any conditi	on at the project site which might af	fect the work	will not be	e allowed. These prices are to cover all expens
incurred in	performing the	ne work required under the Contract	t documents,	of which t	his proposal is a part.
Diddor haro	by approas to	rommence work under this Contract	on or before	a date to b	e specified in written "Notice to Proceed" issu
by the Own	er and to co	molete the project within a maximu	um of 95 DA '	YS TO CON	MPLETE consecutive calendar days thereafter
	the specific				
ADDENDA -	Bidder ackno	owledges receipt of the following ad	denda: <i>List Ac</i>	ddendum n	umber, date issued, and bidder's signature
acknowledg	ing receipt.				
Addendum	# Date Issue	d Signature Acknowledging Receipt	Addendum #	Date Issue	ed Signature Acknowledging Receipt
Addendum#	Date Issued	Signature Acknowledging Receipt	Addendum#	Date Issued	Signature Acknowledging Receipt

PROPOSAL:

Bidder agrees to provide a bid amount for each line item and the portion(s) thereof for a total bid for the line item. The Total Bid will consist of complete successive line items, added/deducted in numerical order, computed to reach the cost of the project within the approved budget amount for all products described in the Bid Documents in place, and ready for use for the following line items:

Priority in accepting/deleting line items is to meet the approved budget. When the Total proposal amount exceeds the approved budget, the Owner may choose to deduct specific line items. The deducted line items accepted will be in numerical/consecutive order.

Each 'i/i	irty Three Thousand ONE HUWI NEW CIVE and BIXTY EIGHT O	oved \$33,195.68	\$ 33, 195,66
Discount for 3% The	ITY TWO THUVERNO ONE HUNDICH	NINTS \$32,199.81	\$ 32,199.81
Discount for 6% Mill purchase – 4+ each My	rty one THOUSAND FIVE HUNDREATH EDONAYS AND WINTY CENTS	ruty 531,535.90	\$31,535,90

The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. The specifications cover the minimum requirements for the product. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder

The above price(s) shall include all labor, materials, permitting, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished product(s) called for.

BIDDER understands the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

		BUSINESS		

The bidder represents and certifies as part of its bid/offer it:

- (a) [is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) [] is, [] is not a women-owned business enterprise. "Women owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [\int is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

[] Asian Indian Americans [] Native Americans [] Hasidic Jewish Americans

The Bidder agrees this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this proposal, Bidder will execute a formal purchase order by submittal to the City of Killeen.

Respectfully submitted: SEAL - If bid/quote/estimate is by corporation

JAWW Majnell President

SIGNATURE Date:
LAUYEN MAXWELL President

PRINTED NAME & FITLE
GOODMAN MAXWELL, LLC

FIRM
2704 BIVEJUL OF KILLEUM, TX 76549

ADDRESS CITY, STATE, ZIP

BID NUMBER: #23-26

PROJECT: KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

nis questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
nis questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who as a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the endor meets requirements under Section 176.006(a).	Date Received
y law this questionnaire must be filed with the records administrator of the local governmental entity not later an the 7th business day after the date the vendor becomes aware of facts that require the statement to be ed. See Section 176.006(a-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An fense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity. Grood MAN MAX WELL, LLC	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.	ss day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wind Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.	
Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or	
Complete subparts A and B for each employment or business relationship described. Attac	
Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?	likely to receive taxable income,
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable income.	likely to receive taxable income,
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	likely to receive taxable income, nt income, from or at the direction income is not received from the maintains with a corporation or
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No	nt income, from or at the direction income is not received from the maintains with a corporation or officer or director, or holds an er of the officer one or more gifts
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes V No	nt income, from or at the direction income is not received from the maintains with a corporation or officer or director, or holds an er of the officer one or more gifts

Keith Foxx

From: Lorianne Luciano

Sent: Wednesday, February 1, 2023 10:12 AM

To: Jim Kubinski; Cinda Hayward; James Schambers

Cc: Rashawn L. Smith; Leslie Hinkle

Subject: FW: Bid for #23-26

Well folks, Stryker will need to be awarded the bid because Goodman Maxwell cannot even supply the product.

See email below.

Thanks,

Lorianne Luciano

Director of Procurement and Contract Management

City of Killeen O: (254) 501-7729 F: (254) 501-6308

From: LAUREN MAXWELL < Lauren@goodmanmaxwell.com>

Sent: Wednesday, February 1, 2023 10:00 AM **To:** Lorianne Luciano lluciano@killeentexas.gov

Subject: Re: Bid for #23-26

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe. Never enter your password or other sensitive information on linked web pages contained in this email unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk at 254-501-8900.

Good morning Ms. Luciano,

The company I was going to buy from told me yesterday they are out of stock on the batteries for the model I provided in my bid response and did not have a date as to when the batteries would be back in stock. So they were unable to provide me with a quote for the monitor/defibrillators. Therefore, Goodman Maxwell LLC will have to withdraw from this bid.

We are sorry for any inconveniece this may have caused your organization.

Kind regards,

Lauren Maxwell

GOODMAN MAXWELL, LLC 2704 Bluejay Drive Killeen, TX 76549

Office Phone: (254) 300-1341 Cell Phone: (630) 797-0329 lauren@goodmanmaxwell.com

From: Lorianne Luciano < <u>lluciano@killeentexas.gov</u>>

Sent: Tuesday, January 31, 2023 1:27 PM

To: LAUREN MAXWELL < Lauren@goodmanmaxwell.com >

Subject: RE: Bid for #23-26

Good Afternoon,

Below is the pricing received from each vendor, however I do have additional questions in relation to your bid submission. Can you please submit a quote for the products and pricing you submitted? Can you tell me if warrant and or a service agreement is offered with the products?

Stryker - \$53,369.48 EA Goodman Maxwell - \$33,195.68

Thank you,

Lorianne Luciano
Director of Procurement and Contract Management
City of Killeen

O: (254) 501-7729 F: (254) 501-6308

From: LAUREN MAXWELL < Lauren@goodmanmaxwell.com >

Sent: Monday, January 30, 2023 12:05 PM

To: Lorianne Luciano < lluciano@killeentexas.gov >

Subject: Re: Bid for #23-26

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe. Never enter your password or other sensitive information on linked web pages contained in this email unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk at 254-501-8900.

Good morning Ms. Luciano,

Did you finalize the bid tabulations for Bid# 23-26?

Kind regards,

Lauren Maxwell

GOODMAN MAXWELL, LLC 2704 Bluejay Drive Killeen, TX 76549

Office Phone: (254) 300-1341 Cell Phone: (630) 797-0329 lauren@goodmanmaxwell.com

From: LAUREN MAXWELL < Lauren@goodmanmaxwell.com >

Sent: Thursday, January 26, 2023 3:18 PM

To: <u>lluciano@killeentexas.gov</u> < <u>lluciano@killeentexas.gov</u>>

Subject: Bid for #23-26

Kind regards,

Lauren Maxwell

GOODMAN MAXWELL, LLC 2704 Bluejay Drive Killeen, TX 76549 Office Phone: (254) 300-1341

Cell Phone: (630) 797-0329 lauren@goodmanmaxwell.com



Section 2

Pricing and Warranty

stryker

Version:

Killeen FD - Monitors x4

10514658 Quote Number: Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: KILLEEN FIRE DEPT Rep: Marisa Wheeler

> Email: marisa.wheeler@stryker.com Attn:

> > 586-713-6031 Phone Number:

Quote Date: 05/24/2022 Expiration Date: 06/24/2022

Delivery Address		End User -	Shipping - Billing	Bill To Account		
Name: KILLEEN FIRE DEPT		Name:	KILLEEN FIRE DEPT	Name:	CITY OF KILLEEN	
Account #:	1175956	Account #:	1175956	Account #:	1300898	
Address: 201 N 28TH ST KILLEEN Texas 76541-6298		Address: 201 N 28TH ST		Address:	101 N COLLEGE ST	
			KILLEEN		KILLEEN	
			Texas 76541-6298		Texas 76541-6105	

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	\$38,924.10	\$116,772.30
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	\$0.00	\$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	\$296.02	\$888.06
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	\$53.30	\$159.90
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	\$76.26	\$228.78
6.0	21996-000109	Titan III WiFi Gateway	3	\$907.74	\$2,723.22
7.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$433.78	\$2,602.68
			Equipr	nent Total:	\$123,374.94

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
8.0	78000171	LIFENET Asset, per device	3	\$784.80	\$2,354.40

stryker

Killeen FD - Monitors x4

Quote Number: 10514658 Remit to: Stryker Medical

P.O. Box 93308

Version: 1 Chicago, IL 60673-3308

Prepared For: KILLEEN FIRE DEPT Rep: Marisa Wheeler

Attn: Email: marisa.wheeler@stryker.com

Phone Number: 586-713-6031

Quote Date: 05/24/2022 Expiration Date: 06/24/2022

#	Product	Description	Qty	Sell Price	Total	
9.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	\$11,459.70		\$34,379.10
			ProCar	e Total:		\$36,733.50

Price Totals:

Estimated Sales Tax (0.000%): \$0.00
Freight/Shipping: \$0.00
Grand Total: \$160,108.44

Comments:

Full coverage (parts, labor, travel, batteries), onsite service included on this quote for the 8 year service life of the devices. 7 years paid coverage +1 year warranty.

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1
(Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested part	ies.	CEI	OFFICE US	
	Name of business entity filing form, and the city, state and country of the business entity's place of business.				
	Stryker Sales, LLC		2023	3-974839	
	Redmond, WA United States			Filed:	
	lame of governmental entity or state agency that is a par being filed.	rty to the contract for which the form is	01/2	3/2023	
	· ·			Acknowledged	:
•	Provide the identification number used by the government lescription of the services, goods, or other property to b		tify the co	ontract, and pro	ovide a
	(CDBG22.05 STRYKER QUOTE NO: 10514658 FOR 3 X LIFEPAK DEPARTMENT FIREFIGHTING / LIFESAVING EQUIF		OR BID	NO. 23 - 26 FIR	E
1				Nature o	of interest
	Name of Interested Party	City, State, Country (place of bu	siness)		pplicable)
				Controlling	Intermedia
_					
. (Check only if there is NO Interested Party.				
	INSWORN DECLARATION				
	y name is Jennifer Collins - Manager, Strategic Pricir	ng and Contracts, and my date	of birth is	September	13, 1972
N	y address is11811 Willows Road NE	Redmond	WA ,	98052	USA
	(street)	(city)	(state)	(zip code)	(country)
I	declare under penalty of perjury that the foregoing is true an	d correct.			
ı	Executed in King	_County, State ofWashington, on t	ne <u>23</u>	day of <u>Januar</u>	
		Sanit Ch. Cal	li	(month)) (year)
	_	Signature of authorized agent of	contracting	g business entity	,
		(Declarant) J	nnifer Col	lins - Manager, Sti	rategic Pricing a



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, <u>and</u> 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.

Marien My herlet	Stryker Sales, LLC	
Signature	Company Name	
Marisa Wheeler	Account Manager	
Printed Name	Title	
01/10/2023		
Date		

AWARDING BID #23-36 FIREFIGHTING/LIFESAVING EQUIPMENT

- Background
 - The Killeen Fire Department was allocated \$157,972.20 of funds from Community Development Block Grant (CDBG)
 - □ These funds are designated for Firefighting/Lifesaving Equipment serving north Killeen low-income areas.
 - Fire Department and Community Development staff collaborated to provide specifications for a package to include LIFEPAK 15 monitor/defibrillators and accessories.
 - The bid was advertised in December of 2022, with no response, and again in January of 2023, with 2 responses.

- Findings
 - Stryker Sales, LLC response:
 - \$160,108.44 to purchase 3 specified packages
 - Goodman Maxwell, LLC response:
 - \$126,142.40 to purchase 3 specified packages
 - Goodman Maxwell, LLC requested to withdraw their bid from consideration due to inability to supply the required batteries.
 - Stryker Sales, LLC is now the only responding bidder

- □ Alternatives Considered:
 - Reject the bid from Stryker and rebid the equipment again
 - Award Bid #23-26 to Stryker Sales, LLC through funding as follows:

Killeen Community Development Block Grant (CDBG)

In the amount of \$157,523.28 through project codes 17-C029 and 21-C029.

Killeen Fire Department in the amount of \$2,585.16

- □ Financial Impact
 - Budgeted expense, no additional funding required
 - This process conforms to City Procurement Policy and Federal Procurement Standards associated with U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funding.

 Staff recommends to award Bid #23-26 to Stryker Sales, LLC in the amount of \$160,108.44 for the KFD Firefighting/Lifesaving Equipment to be funded through FY2023/PY 2022-23 CDBG funds in the amount of \$157,523.28 and budgeted funds from KFD in the amount of \$2585.16, and that the City Manager or designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-23-038

Consider a memorandum/resolution awarding Bid Number 23-06 for construction of the Corporate Hangar II project to Native American Services Corporation, in the amount of \$5,335,019.32.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Authorize the Award of Bid No. 23-06, Corporate Hangar Phase II Project, to Native American Services Corporation.

BACKGROUND AND FINDINGS:

The Corporate Hangar Phase II project was originally bid in March 2022. In response, the City received three bids. However, the City was required to reject all bids due to a delay in receiving Federal Aviation Administration (FAA) grant funding.

On September 13, 2022, the City Council accepted a FAA Military Airport Program (MAP) grant in the amount up to \$4,553,070 to fund eligible portions of the Corporate Hangar II Project at the Killeen-Fort Hood Regional Airport (KFHRA).

City staff re-advertised for bids for the project on November 6 and 13, 2022. Advertising appeared in the local newspaper as well as the City's website. Additionally, it was advertised on multiple statewide electronic bidding sites. A pre-bid meeting was held on November 15, 2022, with six (6) general contractors and various sub-contractors attending.

Bids were opened on December 8, 2022, and the City of Killeen received one (1) bid as follows:

	NASCO
Base Bid A-Site Civil Improvements (Eligible)	\$1,451,143.35
Base Bid B-Hangar (Eligible)	\$2,387,187.00
Base Bid C-Interior Framing/Finish Out Office Space (Ineligible)	\$918,721.00
Additive Alternative 1-Lift Station Upgrades (Eligible)	\$70,841.97
Additive Alternative 2-2nd Floor Structure over Office Space (Ineligible)	\$176,296.00
Additive Alternative 3-Wet Pipe Sprinkler System (Eligible)	\$54,871.00
Additive Alternative 4-Hangar Bay Extension (Eligible)	<u>\$275,959.00</u>
Total	\$5,335,019.32

A thorough review of the bid package was completed by the airport's consultant and Aviation staff.

The Native American Services Corporation (NASCO) was the only bidder, and their bid was found to be responsive and responsible. NASCO is a very experienced construction company with excellent references. Therefore, the consultant and staff's recommendation is to award the construction contract to NASCO in the amount of \$5,335,019.32.

Base Bids A and B, and Additive Alternates 1, 3, and 4 will be funded 90% with MAP Funds. The 10% grant match and the ineligible costs (Base Bid C and Additive Alternate 2), in the amount of \$1,519,017.23, will be funded by the Aviation Enterprise Fund. Base Bid C is the interior framing and finishing out of 2,000 square feet of office space and Additive Alternate 2 is the floor structure over the office space.

	FAA Eligible 90%	City Match 10%/Non-Elig	ible Total
Base Bid A	\$1,306,029.02	\$145,114.33	\$1,451,143.35
Base Bid B	\$2,148,468.30	\$238,718.70	\$2,387,187.00
Base Bid C	\$0 \$91	18,721.00 \$93	18,721.00
Additive Alternative 1	\$63,757.77	\$7,084.20	\$70,841.97
Additive Alternative 2	\$0	\$176,296.00	\$176,296.00
Additive Alternative 3	\$49,383.90	\$5,487.10	\$54,871.00
Additive Alternative 4	\$248,363.10	<u>\$27,595.90</u>	<u>\$275,959.00</u>
Total	\$3,816,002.09	\$1,519,017.23	\$5,335,019.32

THE ALTERNATIVES CONSIDERED:

- 1. Reject the bid.
- 2. Authorize award of the construction contract to NASCO for Base Bids A and B and Additive Alternates 1, 3, and 4.
- 3. Authorize award of the construction contract to NASCO for Base Bids A, B, and C and Additive Alternates 1, 2, 3, and 4.

Which alternative is recommended? Why?

Alternative 3 is recommended because:

- 1. Our consultants recommended the contract be awarded to NASCO based on the completeness of the bid, the price offered and their experience.
- 2. Project is funded through a MAP grant and available Aviation funds.
- 3. Not funding Base Bid C (the office finish-out) and Additive Alternate 2 (floor structure over office space) would severely limit the ability of the facility to be rented and would impact the amount of revenue it would produce.

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

The expenditure for Alternative 3 in the current fiscal year is \$5,335,019.32.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funding is available in the Aviation AIP Grants Fund in account 524-0515-521.69-03 and the match is available through the Aviation CIP fund in account number 523-8905-493.69-03.

If not, where will the money come from?

N/A

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

No. The City's portion increased an additional \$362,351 due to inflation and the increase in building material prices. An accompanying budget amendment in the amount of \$362,351 is needed to fund the increase in Base Bid C and Additive Alternate 2 in account 523-8905-493.69-03. There will be a significant positive impact from the rental revenues for this facility with these two additions. Upon approval of the budget amendment, sufficient funding will be available.

RECOMMENDATION:

Staff recommends City Council authorize Bid Number 23-06 for construction of the Hangar II project to NASCO for Base Bids A, B, and C and Additive Alternates 1, 2, 3, and 4, in the \$5,335,019,32 and recommends that City Council authorize the City designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Bids

Contract

Certificate of Interested Parties



285 SE Inner Loop Suite 110 Georgetown, TX 78626

TEL 512.485.0020 FAX 512.485.0021

www.GarverUSA.com

January 30, 2023

Killeen-Fort Hood Regional Airport

ATTN: Mr. Michael Wilson

8101 S. Clear Creed Road, Box C

Killeen, Texas 76549

Re: Killeen-Fort Hood Regional Airport

Corporate Hangar Phase II City Bid 23-06

Recommendation of Award

Dear Mr. Wilson:

Bids were received for the "CORPORATE HANGAR PHASE II" project at the City of Killeen, Purchasing Division, 802 N. 2nd Street, Building E in Killeen, Texas 76541 at 2:15 p.m. on December 8, 2023. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

One (1) bid was received for the project. Native American Services Corp (NASCO) submitted the one bid for the project with a total of \$5,335,019.32 for the base bids and all additive alternate schedules. The project includes 3 Base Bid schedules and four (4) additive alternates.

We believe that the bid submitted by NASCO is an acceptable bid for the Killeen-Fort Hood Regional Airport. Contingent upon Federal Aviation Administration funding, we recommend that the construction contract for the "CORPORATE HANGAR PHASE II" be awarded to NASCO.

As previously discussed with the Killeen Aviation Department, it is recommended that the following bid schedules be awarded: Base Bid A, Base Bid B, Base Bid C, Additive Alternate 1, Additive Alternate 2, Additive Alternate 3, and Additive Alternate 4. The total construction contract value would be \$5,335.019.32.

Base Bid C and Additive Alternate 2 are not federally eligible and will be paid for by 100% local funds.

The project amount eligible for federal funding is \$4,240,002.32 (Base Bid A + B + AA1 + AA3 + AA4).

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Derek Mayo, P.E., PMPProject Manager

Attachments: Bid Tabulation

KILLEEN-FORT HOOD REGIONAL AIRPORT CORPORATE HANGAR PHASE II

City of Killeen Bid 23-06 BID SUMMARY

BID OPENING: DECEMBER 8, 2022 2:15 PM

BID SUMMARY							
DESCRIPTION	Engineer's Estimate	NASCO					
BASE BID SCHEDULE A: SITE CIVIL IMPROVEMENTS	\$1,555,532.60	\$1,451,143.35					
BASE BID SCHEDULE B: HANGAR	\$2,770,200.00	\$2,387,187.00					
100% LOCALLY FUNDED BASE BID SCHEDULE C: OFFICES INTERIOR FRAMING AND FINISH OUT	\$682,500.00	\$918,721.00					
SUBTOTAL BASE BIDS	\$5,008,232.60	\$4,757,051.35					
ADDITIVE ALTERNATE 1: GRINDER PUMP STATION IMPROVEMENTS	\$121,162.00	\$70,841.97					
100% LOCALLY FUNDED ADDITIVE ALTERNATE 2: 2ND FLOOR STRUCTURE OVER OFFICE SPACE	\$196,228.73	\$176,296.00					
ADDITIVE ALTERNATE 3: WET PIPE SPRINKLER SYSTEM	\$146,128.50	\$54,871.00					
ADDITIVE ALTERNATE 4: HANGAR BAY EXTENSION	\$202,000.00	\$275,959.00					
Total Additive Alternates	\$665,519.22	\$577,967.97					
Total Base Bids + Additive Alternates	\$5,673,751.82	\$5,335,019.32					

KILLEEN-FORT HOOD REGIONAL AIRPORT CORPORATE HANGAR PHASE II

BID TABULATION -BASE BID SCHEDULE A: SITE CIVIL IMPROVEMENTS

BID OPENING: DECEMBER 8, 2022 2:15 PM

NASCO

		2.2 0. 20		· •, =•== =· · · · · · · · · · · · · · · · ·	ENGINEER'S ESTIMATE		low bidder	
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
A-1	SS-212-5.1	BIAXIAL GEOGRID	SY	2,180	\$10.00	\$21,800.00	\$32.55	\$70,959.00
A-2	SS-262-5.1	AIRCRAFT TIEDOWN ANCHOR COMPLETE UNIT INSTALLED	EACH	9	\$1,500.00	\$13,500.00	\$229.25	\$2,063.25
A-3	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	L.S.	1	\$16,200.00	\$16,200.00	\$5,288.22	\$5,288.22
A-4	SS-300-5.2	PAD-MOUNTED TRANSFORMER, INSTALLED	EACH	1	\$6,480.00	\$6,480.00	\$3,569.94	\$3,569.94
A-5	SS-300-5.3	UTILITY PRIMARY HANDHOLE, INTERIOR DIMENSIONS 6'L X 4'W X 3'D, INSTALLED	EACH	1	\$14,040.00	\$14,040.00	\$12,698.59	\$12,698.59
A-6	SS-300-5.4	TRAFFIC-RATED, PRECAST CONCRETE HANDHOLE, INTERIOR DIMENSIONS 36"L X 24"W X 24"D, INSTALLED	EACH	2	\$5,500.00	\$11,000.00	\$3,927.04	\$7,854.08
A-7	SS-300-5.5	TRAFFIC-RATED, PRECAST CONCRETE HANDHOLE, INTERIOR DIMENSIONS 30"L X 17"W X 24"D, INSTALLED	EACH	3	\$3,750.00	\$11,250.00	\$3,024.36	\$9,073.08
A-8	SS-300-5.6	NON-ENCASED ELECTRICAL CONDUIT, 2"C, INSTALLED	L.F.	1,600	\$37.80	\$60,480.00	\$13.51	\$21,616.00
A-9	SS-300-5.7	NON-ENCASED ELECTRICAL CONDUIT, 4"C, INSTALLED	L.F.	675	\$60.00	\$40,500.00	\$54.43	\$36,740.25
A-10	SS-300-5.8	NON-ENCASED ELECTRICAL DUCT BANK, 2 SETS OF 3"C, INSTALLED	L.F.	60	\$135.00	\$8,100.00	\$111.90	\$6,714.00
A-11	SS-300-5.9	NON-ENCASED ELECTRICAL DUCT BANK, 2 SETS OF 4"C, INSTALLED	L.F.	120	\$125.00	\$15,000.00	\$100.21	\$12,025.20
A-12	SS-300-5.10	CONCRETE ENCASED ELECTRICAL CONDUIT, 2"C, INSTALLED	L.F.	75	\$64.80	\$4,860.00	\$59.46	\$4,459.50
A-13	SS-300-5.12	NO. 2/0 AWG, STRANDED, 600V RATED, TYPE THHN/THWN-2 EQUIPMENT GROUND, INSTALLED	L.F.	120	\$10.80	\$1,296.00	\$7.72	\$926.40
A-14	SS-300-5.14	NO. 350 KCMIL, STRANDED, 600V RATED, TYPE THHN/THWN-2 CABLE, INSTALLED	L.F.	500	\$21.60	\$10,800.00	\$9.70	\$4,850.00
A-15	SS-300-5.15	12-STRAND, SINGLE MODE, FIBER OPTIC CABLE, INSTALLED	L.F.	230	\$27.00	\$6,210.00	\$30.42	\$6,996.60
A-16	SS-300-5.16	ADJUST EXISTING UTILITY STRUCTURE	EACH	1	\$150.00	\$150.00	\$15,000.00	\$15,000.00
A-17	SS-301-5.1	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED	EACH	5	\$1,620.00	\$8,100.00	\$497.83	\$2,489.15
A-18	SS-302-3.1	COMMUNICATIONS UTILITY ALLOWANCE	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
A-19	SS-302-3.2	POWER UTILITY ALLOWANCE	ALLOW	1	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
A-20	SS-431-5.1	NATURAL GAS SERVICE, 1.5" POLYETHELYNE CONDUITS	L.F.	420	\$69.00	\$28,980.00	\$61.45	\$25,809.00
A-21	C-102-5.1	TEMPORARY EROSION CONTOL	L.S.	1	\$10,000.00	\$10,000.00	\$5,510.86	\$5,510.86
A-22	C-105-6.1	MOBILIZATION	L.S.	1	\$200,000.00	\$200,000.00	\$23,145.61	\$23,145.61

UNIT PRICE SCHEDULE

					ENGINEER'S ESTIMATE		low bidder	
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
A-23	F-162-5.1	CHAIN-LINK FENCE	L.F.	860	\$56.00	\$48,160.00	\$63.73	\$54,807.80
A-24	F-162-5.2	FENCE REMOVAL	L.F.	260	\$25.00	\$6,500.00	\$8.82	\$2,293.20
A-25	F-162-5.3	22-FOOT MANUAL SLIDE GATE	EACH	1	\$20,000.00	\$20,000.00	\$3,306.52	\$3,306.52
A-26	P-101-5.1	CONCRETE PAVEMENT REMOVAL	S.Y.	2,570	\$34.56	\$88,819.20	\$11.02	\$28,321.40
A-27	P-152-4.1	UNCLASSIFIED EXCAVATION	C.Y.	100	\$24.84	\$2,484.00	\$22.04	\$2,204.00
A-28	P-152-4.2	EMBANKMENT IN PLACE	C.Y.	5,340	\$27.00	\$144,180.00	\$27.55	\$147,117.00
A-29	P-209-5.1	CRUSHED AGGREGATE BASE COURSE AUGMENTED IN-PLACE	C.Y.	430	\$82.08	\$35,294.40	\$55.11	\$23,697.30
A-30	P-501-8.1	12-INCH PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	1,900	\$164.16	\$311,904.00	\$236.65	\$449,635.00
A-31	P-610-6.1	LANDSIDE CONCRETE PAVEMENT	S.Y.	250	\$129.60	\$32,400.00	\$236.65	\$59,162.50
A-32	P-620-5.1	PAVEMENT MARKINGS	S.F.	1,100	\$4.00	\$4,400.00	\$2.20	\$2,420.00
A-33	P-620-5.2	PRE-CAST CONCRETE CURB STOP	EACH	10	\$125.00	\$1,250.00	\$99.20	\$992.00
A-34	T-901-5.1	HYDROSEED WITH MULCH, FERTILIZER, AND TACKIFIER	ACRE	0.5	\$10,000.00	\$5,000.00	\$3,416.73	\$1,708.37
A-35	T-904-5.1	SODDING	S.Y.	1,110	\$15.00	\$16,650.00	\$6.61	\$7,337.10
A-36	COK-408-8.1	6" STONE RIPRAP, 10" THICKNESS	S.Y.	160	\$45.00	\$7,200.00	\$33.51	\$5,361.60
A-37	COK-601-17.1	6" DUCTILE IRON WATERLINE	L.F.	10	\$150.00	\$1,500.00	\$318.42	\$3,184.20
A-38	COK-602-11.1	EXISTING WATERLINE REMOVAL	L.F.	225	\$47.00	\$10,575.00	\$33.91	\$7,629.75
A-39	COK-602-11.2	10" PVC WATERLINE	L.F.	380	\$140.00	\$53,200.00	\$238.85	\$90,763.00
A-40	COK-602-11.3	8" PVC WATERLINE	L.F.	90	\$150.00	\$13,500.00	\$269.39	\$24,245.10
A-41	COK-602-11.4	2" PVC WATERLINE	L.F.	90	\$150.00	\$13,500.00	\$107.43	\$9,668.70
A-42	COK-602-11.5	6" PVC STORMWATER PIPE	L.F.	140	\$150.00	\$21,000.00	\$153.73	\$21,522.20
A-43	COK-603-21.1	FIRE HYDRANT	EACH	1	\$7,000.00	\$7,000.00	\$17,690.96	\$17,690.96
A-44	COK-604-5.1	STEEL ENCASEMENT	L.F.	40	\$250.00	\$10,000.00	\$193.98	\$7,759.20
A-45	COK-701-14.1	4' DIA. WASTEWATER MANHOLE	EACH	1	\$10,000.00	\$10,000.00	\$8,231.02	\$8,231.02
A-46	COK-702-9.1	6" WASTEWATER PIPE	L.F.	230	\$77.00	\$17,710.00	\$107.79	\$24,791.70
A-47	COK-702-9.2	4" WASTEWATER PIPE	L.F.	130	\$60.00	\$7,800.00	\$182.10	\$23,673.00
A-48	TX247-6.1	FLEXIBLE BASE (COMPLETE IN PLACE) TYPE D, GRADE 1-2, 12 IN. THICKNESS	S.Y.	2,140	\$34.00	\$72,760.00	\$18.36	\$39,290.40
A-49	TX340-6.1	HOT-MIX ASPHALT TYPE D PG 64-22	TON	360	\$150.00	\$54,000.00	\$157.06	\$56,541.60
	TOTALS					\$1,555,532.60		\$1,451,143.35

Corrected Prices

KILLEEN-FORT HOOD REGIONAL AIRPORT CORPORATE HANGAR PHASE II BID TABULATION -BASE BID SCHEDULE B: HANGAR

BID OPENING: DECEMBER 8, 2022 2:15 PM

NASCO

					ENGINEER'S ESTIMATE		low bidder	
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
B-1	HANGAR	HANGAR, COMPLETE (INCLUDES ENTIRE SHELL AND UTILITIES 10,260 SF)	LS	1	\$2,770,200.00	\$2,770,200.00	\$2,387,187.00	\$2,387,187.00
	TOTALS				:	\$2,770,200.00		\$2,387,187.00

Corrected Prices

BID TABULATION -BASE BID SCHEDULE C: OFFICES INTERIOR FRAMING AND FINISH OUT

		BID OPENING	: DECEMBEI	R 8, 2022 2:15 PM			N/	ASCO
				•	ENGINEER	R'S ESTIMATE	low	bidder
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
C-1	OFFICES	OFFICES INTERIOR FRAMING AND FINISH OUT	LS	1	\$682,500.00	\$682,500.00	\$918,721.00	\$918,721.00
	TOTALS					\$682,500.00		\$918,721.00

Corrected Prices

KILLEEN-FORT HOOD REGIONAL AIRPORT CORPORATE HANGAR PHASE II ABULLATION, ADDITIVE ALTERNATE 1: CRINDER BUMB STAT

BID TABULATION -ADDITIVE ALTERNATE 1: GRINDER PUMP STATION IMPROVEMENTS BID OPENING: DECEMBER 8, 2022 2:15 PM

		BID OPENING:	_	R 8, 2022 2:15 PM	TON IIII KOVEIIEN	10	N	ASCO
					ENGINEER	L'S ESTIMATE	low	<i>i</i> bidder
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	_
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
AA1-1	SS-212-5.1	BIAXIAL GEOGRID	SY	200	\$10.00	\$2,000.00	\$35.52	\$7,104.00
AA1-2	SS-300-5.6	NON-ENCASED ELECTRICAL CONDUIT, 2"C, INSTALLED	L.F.	150	\$37.08	\$5,562.00	\$14.75	\$2,212.50
AA1-3	SS-300-5.11	NO. 10 AWG, STRANDED, 600V RATED, TYPE THHN/THWN-2 EQUIPMENT GROUND, INSTALLED	L.F.	150	\$5.00	\$750.00	\$1.76	\$264.00
AA1-4	SS-300-5.13	NO. 10 AWG, STRANDED, 600V RATED, TYPE THHN/THWN-2 CABLE, INSTALLED	L.F.	450	\$5.00	\$2,250.00	\$1.76	\$792.00
AA1-5	F-162-5.1	CHAIN-LINK FENCE	L.F.	200	\$56.00	\$11,200.00	\$69.54	\$13,908.00
AA1-6	F-162-5.2	FENCE REMOVAL	L.F.	30	\$25.00	\$750.00	\$9.62	\$288.60
AA1-7	F-162-5.4	16-FOOT MANUAL SWING GATE	EACH	1	\$20,000.00	\$20,000.00	\$4,810.77	\$4,810.77
AA1-8	P-152-4.2	EMBANKMENT IN PLACE	C.Y.	600	\$27.00	\$16,200.00	\$30.07	\$18,042.00
AA1-9	T-901-5.1	HYDROSEED WITH MULCH, FERTILIZER, AND TACKIFIER	ACRE	0.1	\$10,000.00	\$1,000.00	\$3,728.35	\$372.84
AA1-10	T-904-5.1	SODDING	S.Y.	250	\$15.00	\$3,750.00	\$7.22	\$1,805.00
AA1-11	TX247-6.1	FLEXIBLE BASE (COMPLETE IN PLACE) TYPE D, GRADE 1-2, 15 IN. THICKNESS	S.Y.	200	\$40.00	\$8,000.00	\$20.04	\$4,008.00
AA1-12	TX464-5.1	REINFORCED CONCRETE PIPE, 18-IN (CLASS III)	L.F.	170	\$210.00	\$35,700.00	\$58.93	\$10,018.10
AA1-13	TX467-5.1	SAFETY END TREATMENT (TYPE II) (18") (4:1) (CROSS)	EACH	4	\$3,500.00	\$14,000.00	\$1,804.04	\$7,216.16
	TOTALS					\$121,162.00		\$70,841.97

Corrected Prices

BID TABULATION -ADDITIVE ALTERNATE 2: 2ND FLOOR STRUCTURE OVER OFFICE SPACE BID OPENING: DECEMBER 8, 2022 2:15 PM

				·	ENGINEER'S	SESTIMATE	low I	oidder
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
AA2-1	OFFICES	STRUCTURAL SECOND FLOOR	LS	1	\$196,228.73	\$196,228.73	\$176,296.00	\$176,296.00
	TOTALS					\$196,228.73		\$176,296.00

Corrected Prices

NASCO

BID TABULATION -ADDITIVE ALTERNATE 3: WET PIPE SPRINKLER SYSTEM

		BID OPENIN	G: DECEMBE	R 8, 2022 2:15 PM			N.A	SCO
				·	ENGINEER'S	ESTIMATE	low	bidder
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
AA3-1	F	HANGAR BAY ONLY WET PIPE SPRINKLER SYSTEM	LS	1	\$121,128.50	\$121,128.50	\$34,227.00	\$34,227.00
AA3-2	F	OFFICE SPACE ONLY WET PIPE SPRINKLER SYSTEM	LS	1	\$25,000.00	\$25,000.00	\$20,644.00	\$20,644.00
	TOTALS					\$146,128.50		\$54,871.00

Corrected Prices

BID TABULATION -ADDITIVE ALTERNATE 4: HANGAR BAY EXTENSION

LS

AA4-1

HANGAR

HANGAR BAY EXTENSION

NASCO BID OPENING: DECEMBER 8, 2022 2:15 PM **ENGINEER'S ESTIMATE** low bidder SPEC. **ESTIMATED** UNIT UNIT ITEM NO. PRICE AMOUNT PRICE **DESCRIPTION** UNIT **AMOUNT** QUANTITY NO.

TOTALS \$202,000.00 \$275,959.00

Corrected Prices

\$202,000.00

\$202,000.00

\$275,959.00

\$275,959.00

Corporate Hangar Phase II

SECTION 010600

CONTRACT

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WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of Corporate Hangar Phase II (the Project) in strict accordance with the Contract Documents. The bid schedules awarded and included in the Project include Base Bid Schedules A, B, and C and Additive Alternates 1, 2, 3, and 4.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Bid Proposal subject to additions, and deductions as provided in the GENERAL PROVISIONS.

The initial contract amount for the Project is \$5,335,019.32.

ARTICLE 3. Contract Time. The Contractor agrees to begin procurement of materials within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Notice to Procure" and shall complete procurement of materials within one-hundred twenty (120) calendar days. Further the Bidder agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to be substantially complete the work within one-hundred sixty-five (165) consecutive calendar days for base bid, two-hundred twenty-five (225) consecutive calendar days for base bid and Additive Alternate 1, two-hundred fifty (250) consecutive calendar days for Base Bid, Additive Alternate 1 and 2, and two-hundred seventy-five (275) consecutive calendar days for Base Bid, Additive Alternate 1, 2 and 3 consecutive calendar days thereafter (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in PROVISIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Agreement
- b. All Addendums
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. Bidder's Checklist of Required Items
- h. City of Killeen Terms and Conditions
- i. Performance Bond

Killeen-Fort Hood Regional Airport

Corporate Hangar Phase II

- j. Payment Bonds
- k. General Provisions
- I. Special Provisions
- m. Technical Specifications
- n. Supplemental Specifications
- o. Drawings

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

<u>ARTICLE 5</u>. <u>Surety</u>. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first written.

	NASCO	
	(Contractor)	
ATTEST: July nen Mann	By By	
Grétchen Mann	Rick Luna	
	Title: President & CEO	
	53285 Silver Valley Rd	
	(Street)	
	Kellogg, Idaho 83837	
	(City)	
	City of Killeen (Owner)	
ATTECT.		
ATTEST: Laura J. Calcote	By Kent Cagle	
City Secretary	Title: City Manager	
(Print the names underneath all signatures)		

END OF SECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					10/1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties	·	OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and of business.	country of the business entity's place	Certif	ficate Number:		
	Native American Services Corp		2023	-913663		
	Kellogg, ID United States		Date f	Filed:		
2		to the contract for which the form is		5/2023		
	City of Killeen		Date	Acknowledged:		
3	Provide the identification number used by the governmenta description of the services, goods, or other property to be p	al entity or state agency to track or identif provided under the contract.	y the co	ontract, and pro	vide a	
	23-06 Killeen-Fort Hood Regional Airport Corporate Hangar Ph	nase II				
4	Name of Interested Party	City, State, Country (place of busin	1000)		f interest	
	City, State, Country (place of bus			Controlling	Intermediary	
Lı	na, Rick Kellogg, ID United States			X		
Mann, Gretchen		Kellogg, ID United States		X		
		1,				
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION		***			
	My name is Rick Luna	, and my date o	of birth is	04/20/1973		
	My address is53285 Silver Valley Road (street)	, Kellogg , (city)	<u>ID</u> , (state)	83837 (zip code)	_,USA (country)	
	I declare under penalty of perjury that the foregoing is true and	correct.				
	Executed in Shoshone	County, State of, on the	3 <u>25</u> 0	day oflanuary_		
				(month)	(year)	
	_	Signature of authorized agent of co	ntracting	g business entity		
		(Declarant)				



CORPORATE HANGAR II PROJECT CONTRACT AWARD

Background

- Project originally bid in March 2022 with three (3)
 bids received in April 2022
- All bids rejected due to delay in Federal Aviation Administration (FAA) grant funding
- On September 13, 2022, City Council accepted a FAA Military Airport Program (MAP) grant up to \$4,553,050 to fund eligible portions of the project

- Project re-advertised November 6, 2022
 through December 8, 2022
 - Local Newspaper
 - City Web-Site
 - Multiple Statewide Electronic Bidding Sites
- Pre-bid held November 15, 2022 with six(6) general contractors and multiple sub-contactors attending

- □ Bids were opened December 8, 2022
- One (1) bid received Native American Service Corporation (NASCO)

	NASCO
Base Bid A-Site Civil Improvements (Eligible)	\$1,451,143.35
Base Bid B-Hangar (Eligible)	\$2,387,187.00
Base Bid C-Interior Framing/Finish Out Office Space (Ineligible)	\$918,721.00
Additive Alternate 1-Lift Station Upgrades (Eligible)	\$70,841.97
Additive Alternate 2-2 nd Floor Structure over Office Space (Ineligible)	\$176,296.00
Additive Alternate 3-Wet Pipe Sprinkler System (Eligible)	\$ <i>54</i> ,8 <i>7</i> 1.00
Additive Alternate 4-Hangar Bay Extension (Eligible)	\$275 , 959.00
Total	\$5,335,019.32

Cost Breakout-Grant Funded vs. Non-Grant Funded

	FAA Eligible 90%	City Match 10% & Non-Eligible Costs	Total Construction Cost
Base Bid A	\$1,306,029.02	\$145,114.33	\$1,451,143.35
Base Bid B	\$2,148,468.30	\$238,718.70	\$2,387,187.00
Base Bid C	0	\$918,721.00	\$918,721.00
Additive Alternate 1	\$63,757.77	\$7,084.20	\$70,841.97
Additive Alternate 2	0	\$176,296.00	\$176,296.00
Additive Alternate 3	\$49,383.90	\$5,487.10	\$54,871.00
Additive Alternate 4	\$248,363.10	\$27,595.90	\$275,959.00
Total	\$3,816,002.09	\$1,519,017.23	\$5,335,019.32

- □ Total construction cost \$5,335,019.32
- □ \$3,816,002.09 Federally Funded
- \$1,519,017.23 Match requirement and ineligible costs will come from Aviation funds

Alternatives

- Reject the bid
- Award contract to NASCO for Base Bids A, B and Additive Alternates 1, 3 and 4
- Award contract to NASCO for Base Bids A,
 B, C and Additive Alternates 1, 2, 3 and 4

Recommendation

□ Approve the contract with NASCO for Base Bids A, B, C and Additive Alternates 1, 2, 3 and 4 in the amount of \$5,335,019.32 and authorize the City Manager or designee to execute all contract documents and any and all change orders or actions within the amounts set by federal, state and local law



City of Killeen

Staff Report

File Number: RS-23-039

Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the construction, administration, and oversight of a corporate hangar at the Killeen Fort Hood Regional Airport, in the amount of \$304,000.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Authorize the execution of a Professional Services Agreement with Garver, LLC for the design, administration, and construction of the Corporate Hangar II Project at the Killeen-Fort Hood Regional Airport.

BACKGROUND AND FINDINGS:

On September 13, 2022, the City Council accepted a Federal Aviation Administration (FAA) Military Airport Program (MAP) Grant in the amount up to \$4,553,070 to fund eligible portions of the Corporate Hangar II Project at the Killeen-Fort Hood Regional Airport (KFHRA).

Staff has negotiated a professional services agreement with Garver, LLC in the amount of \$304,000 for construction administration services, on-site resident project representative (RPR) services, and project closeout services for the second corporate hangar project at KFHRA. The FAA will fund 90% of the cost in the amount of \$273,600 and the City will be responsible for the remaining 10%; or \$30,400.

THE ALTERNATIVES CONSIDERED:

Alternatives considered:

- (1) do not authorize the execution of the professional services agreement with Garver, LLC, or
- (2) authorize the execution of the professional services agreement with Garver, LLC.

Which alternative is recommended? Why?

Staff recommends alternative 2. The FAA requires professional and experienced oversight and documentation of the construction process. The Garver team is the Airport engineer of record and was selected via a competitive process. Garver, LLC has recently completed the design, construction administration, and construction oversight of the first commercial hangar on KFHRA. This choice offers the most experienced team fully cognizant of Department of Defense and FAA

requirements for a project on Robert Gray Army Airfield (RGAAF) and KFHRA; respectively.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

The amount of the expenditures in the current year is \$304,000.

Is this a one-time or recurring expenditure?

One-Time

Is this expenditure budgeted?

Yes, funds are available in the Aviation AIP Grants Fund in account 524-0515-521.69-01 (\$273,600) and the match is available in the Aviation CIP Fund in account 523-8905-493.69-01 (\$30,400).

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Approve the professional services agreement with Garver, LLC in the amount of \$304,000 and authorize the City Manager or designee to execute same as well as any and all amendments as allowed per federal, state, or local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement

Certificate of Interested Parties



THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Killeen** (hereinafter referred to as "**Owner**"), and **Garver**, **LLC** (hereinafter referred to as "**Garver**" or "**Engineer**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner intends to construct a new corporate hangar at the Killeen-Fort Hood Regional Airport, KFHRA MAP Corporate Hangar (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. <u>Services</u>. Owner hereby engages Garver to perform the scope of service described in <u>Exhibit A</u> attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. <u>Invoicing Statements</u>. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

- 3.3.1.<u>Due Date.</u> Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2.If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3.Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. <u>Amendments</u>. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent know and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
 - 5.1.1. Those responsibilities set forth in Exhibit A.
 - 5.1.2.Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

- 5.1.3.Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4.Owner agrees to allow the contractor to include "Garver, LLC" as an additional insured under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5.Owner will not directly solicit any of Garver's Personnel during performance of this Agreement.

6. GENERAL REQUIREMENTS

- 6.1. Standards of Performance.
 - 6.1.1.<u>Industry Practice</u>. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
 - 6.1.2.Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
 - 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
 - 6.1.4. <u>Relied Upon Information</u>: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6.In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. <u>Deliverables</u>. All reports, specifications, record drawings, models, data. and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under <u>Exhibit A</u> (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("Electronic Media"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless 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 Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("Intellectual Property"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4.<u>License</u>. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property 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 subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

- 6.3.1.Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions: or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2.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 or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. <u>Underground Utilities</u>. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, 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 such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. <u>Design without Construction Phase Services</u>.

- 6.5.1.If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.5.2.Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.
- 6.5.3.Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



- 6.6. <u>Hazardous Materials</u>. 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 Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless 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.
- 6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Notwithstanding anything to the contrary, City is a governmental entity subject to Texas Public Information Act and shall abide by said Act and opinions of the Attorney General interpreting the same.

7. INSURANCE

7.1. Insurance.

- 7.1.1.Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2.Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in <u>Exhibit C</u>.

8. DOCUMENTS

8.1. <u>Audit</u>. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. 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 audit, examination,



- excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. <u>Delivery</u>. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

- 9.1. Indemnification.
 - 9.1.1.<u>Garver Indemnity</u>. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.
 - 9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, to the extent allowed by law, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.
 - 9.1.3.In the event claims or Damages are found to be 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.
- 9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:
 - 9.2.1.THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNLESS THE INDIVIDUAL IS DETERMINED TO BE ACTING OUTSIDE THE SCOPE OF EMPLOYMENT.
 - 9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH 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.



- 9.2.3. <u>LIMITATION</u>. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO PROCEEDS RECEIVED FROM INSURANCE PROVIDED UNDER EXHIBIT C OF THIS AGREEMENT.
- 9.2.4.NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.
- 9.2.5.THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

10. DISPUTE RESOLUTION

- 10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:
 - 10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.
 - 10.1.2. If both Parties agree to arbitration, said arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
 - 10.1.3. The site of the arbitration shall be Bell County, Texas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
 - 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third



party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.2 <u>Litigation Assistance</u>. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. <u>Termination for Convenience</u>. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. <u>Termination for Cause</u>. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. <u>Termination in the Event of Bankruptcy</u>. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.



12. MISCELLANEOUS

- 12.1. <u>Governing Law</u>. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. <u>Successors and Assigns</u>. 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 Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. <u>Independent Contractor</u>. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. <u>No Third-Party Beneficiaries</u>. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. <u>Severance</u>. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. <u>Counterpart Execution</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B - Compensation Schedule

Exhibit C - Insurance

Exhibit D - Mandatory Federal Contract Provisions for Professional Services Contracts

Exhibit E – State of Texas Requirements

Exhibit F - Certification of Engineer

Exhibit G – Additive Alternate 4 as shown in Bid Set

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the



aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Killeen, TX		Garver, LLC			
Ву:	Signature	Ву:	Signature		
Name:	Kent Cagle Printed Name	Name:	Josh Crawford Printed Name		
Title:	City Manager	Title:	Vice President		
Date:		Date:	01/27/2023		
Attest:		Attest:	Kendall Sant		



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for MAP Corporate Hangar at Killeen-Fort Hood Regional Airport (KFHRA). Improvements will consist primarily of construction of MAP Corporate Hangar.

- Construction Administration Services
- On-Site Resident Project Representative Services
- Project Closeout Services

1. CONSTRUCTION ADMINISTRATION SERVICES

1.1. During the construction phase of work, Garver will accomplish the tasks below.

1.2. Issued for Construction (IFC) Documents

1.2.1.Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

1.3. Submittals

1.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.4. Notice to Proceed & Preconstruction Meeting

1.4.1.Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.5. Progress Meetings

1.5.1.As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 8 meetings will be during the Procurement Period, and 16 bi-weekly meetings will be held via conference call during the construction. To the extent

Exhibit A – Scope of Services KFHRA – MAP Corporate Hangar – CPS 1 of 5



possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility preconstruction meetings as required.

1.6. Owner Coordination

1.6.1.Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.7. RFIs

1.7.1.Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.8. Progress Payments

1.8.1.Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.9. Payroll Reviews

1.9.1.Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.10. DBE Compliance

1.10.1. Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

Exhibit A – Scope of Services KFHRA – MAP Corporate Hangar – CPS 2 of 5



1.11. Record Drawings

1.11.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

1.12. Change Orders

1.12.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.13. Substantial Completion and Final Inspection

1.13.1. Garver will participate in a Substantial Completion walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

- 2.1. Garver will provide part-time Resident Project Representative (RPR) services for the 225-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per week during the construction contract performance time for the RPR, plus an additional one (1) weeks for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.
- 2.2. During the construction period, Garver's RPR will provide or accomplish the following:
 - Consult with and advise the Owner during the construction period. Garver will submit,
 when requested by the Owner, written reports to the Owner on the progress of the
 construction including any problem areas that have developed or are anticipated to
 develop. In addition, Garver shall supply to the Owner such periodic reports and
 information as may be required by the FAA
 - As necessary, conduct safety meetings with the Contractor.
 - Perform intermediate inspections in advance of the final inspection.
 - Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
 - In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
 - Monitor the contractor's conformance to the approved construction safety and phasing plan.
- 2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the

Exhibit A – Scope of Services KFHRA – MAP Corporate Hangar – CPS 3 of 5



contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. PROJECT CLOSEOUT SERVICES

3.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 45 days of the final payment to the Contractor. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.

4. PROJECT DELIVERABLES

- 4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
 - Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - o Two hard copies to the Contractor
 - o Two hard copies to the Owner
 - One digital copy to the FAA
 - Approved submittals to the Contractor.
 - o Digital copies only
 - Record Plans and Specifications to the Owner and FAA.
 - o One hard copy to the Owner.
 - · Other electronic files as requested.

5. ADDITIONAL SERVICES

- 5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
 - Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
 - Deliverables beyond those listed herein.
 - Pavement Design
 - Design of any utility relocation.
 - Engineering, architectural, or other professional services beyond those listed herein.
 - Retaining walls or other significant structural design.
 - Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCDEQ.
 - Construction Construction Materials Testing.
 - Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
 - Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Exhibit A – Scope of Services
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- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
- Survey Services of any nature (e.g. Property Survey, Easement Survey, Design Survey, etc.)
- Design Services of any nature (e.g. Airfield Drainage Design, Pavement, etc.)
- Airspacing Services (e.g. upload of Construction Safety and Phasing Plan to FAA OE/AAA).
- Bidding Services.
- Geotechnical Services.
- Land Acquisition Services.
- Airport Planning Services.

6. SCHEDULE

6.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



EXHIBIT B (COMPENSATION SCHEDULE)

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Additional Design (Add Alt. 4)	\$24,200	Lump Sum
Construction Administration	\$177,800.00	LUMP SUM
On-Site Resident Project Representative	\$85,000.00	HOURLY AND EXPENSES
Closeout Services	\$17,000.00	LUMP SUM
TOTAL FEE	\$304,000.00	LUMP SUM

The lump sum amount to be paid under this Agreement is \$219,000.00 and the hourly and expenses amount is not to exceed \$85,000.00, for a total contract of **\$304,000.00**. For informational purposes, a breakdown of Garver's estimated costs is included in this <u>Exhibit B</u> with approximate current hourly rates for each employee classification.

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

Additional Services (Extra Work). For services not described or included in Exhibit A, but requested by the Owner in writing or otherwise permitted in this Agreement, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon 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.

Exhibit B

Killeen Fort Hood Regional Airport MAP Corporate Hangar - CPS

FEE SUMMARY

Title II Service	Fee Type	Estin	nated Fees
Additional Design (for Add. Alt. 4)	Lump Sum	\$	24,200.00
Construction Administration	Lump Sum	\$	177,800.00
On-Site Resident Project Representative Services	Hourly	\$	85,000.00
Closeout Services	Lump Sum	\$	17,000.00
Subtotal for Title II Service		\$	304,000.00

Exhibit B

Killeen Fort Hood Regional Airport MAP Corporate Hangar - CPS

Additional Design (Add Alt 4)

_						
	WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	X-2
		\$259.00	\$220.00	\$185.00	\$157.00	\$117.00
		hr	hr	hr	hr	hr
1.	Civil Engineering					
	Project Administration and Invoicing	2				1
	Subtotal - Civil Engineering	2	0	0	0	1
2.	Electrical Engineering					
	Revise Model		2	8		
-	Revise Sheets		4	6		
	Quality Control Review	2	2			
	Implement Comments		1	4		
	Production			1		1
	Subtotal - Electrical Engineering	2	9	19	0	1
3.	Structural and Architectural					
	Revise Model		4	16		
	Revise Sheets		8	12		
	Quality Control Review	2	2			
	Implement Comments		1	8		
	Production			1		1
	Subtotal - Structural and Architectural	2	15	37	0	1
4.	Mechanical and Plumbing Engineering					
	Revise Model		2	8		
	Revise Sheets		4	6		
	Quality Control Review	2	2			
	Implement Comments		1	4		
	Production			1		1
	Subtotal - Mechanical and Plumbing Engineering	2	9	19	0	1
	Hours	8	33	75	0	4
	Salary Costs	\$2,072.00	\$7,260.00	\$13,875.00	\$0.00	\$468.00

SUBTOTAL - SALARIES: \$23,675.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$220.00
Postage/Freight/Courier \$80.00

Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$175.00
Travel Costs	\$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$525.00
SUBTOTAL:	\$24,200.00
TOTAL FEE:	\$24,200.00

Exhibit B

Killeen Fort Hood Regional Airport MAP Corporate Hangar - CPS

Construction Administration

	WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	X-2
		\$259.00	\$220.00	\$185.00	\$157.00	\$117.00
		hr	hr	hr	hr	hr
1. Civil	Engineering					
Proje	ect Administration and Invoicing	6				12
Prep	are IFC Plans and Specs and submit to Contractor				2	
Prep	are and Distribute Notice to Procure	2				
Prep	are and Distribute Notice To Proceed	2				
Prep	are for Preconstruction Meeting	2			2	
	nd and Conduct Preconstruction Meeting (2 people, on- (Includes Travel Time)	3			5	
Prep	are and Distribute Preconstruction meeting minutes				1	
Revie	ew Contractor Pay Application (8 applications)	4			6	6
Coor	dination with RPR	6			26	
Deve	elop Submittal Log	1			4	2
Prep	are Change Orders	2			8	2
Resp	ponse to Contractor Inquiries	16			36	
Prog	are for and Attend (Virtual) Bi-weekly Procurement ress Meetings (2 people, 8 meetings) (Includes ibution of minutes)	8			16	
Cons	are for and Attend (On-Site/Virtual) Bi-Weekly struction Progress Meetings (2 people, 16 meetings) udes distribution of minutes)	16			32	
Bi-Me	onthly Site Visits (2 people) (Up to 4) (Includes Travel	16			16	
Shop	Drawings/Submittal Review & Responses	8			18	
QA T	Test Results Review	4			12	
	stantial Completion Inspection and Punchlist (Includes el Time)	6			8	
Subs	stantial Completion Punchlist Coordination	2			6	
	Completion Walkthrough (Includes Travel Time)	6			8	
	elop and Distribute Record Documents	1			4	
	rdinate O&M Manuals	1			2	
	dinate Record Drawings	1			4	
Cond	duct Warranty Inspection (Includes Travel Time)	5			5	
Subt	total - Civil Engineering	118	0	0	221	22
	trical Engineering					
Coor	rdination with RPR / Utilities		32			
	oonse to Contractor Inquiries		45			
perso	are for and Attend (Virtual) Progress Meetings (1 on, 24 meetings)		26			
	Visits (1 person, up to 4 visits)		16			
	Drawings/Submittal Review & Responses		8		22	
QA T	Fest Results Review		8			

	SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$7,229.00			
	Computer Modeling/Software Use Travel Costs		\$175.00 \$6,000.00			
	Office Supplies/Equipment		\$50.00 \$175.00			
	Postage/Freight/Courier		\$80.00			
	DIRECT NON-LABOR EXPENSES Document Printing/Reproduction/Assembly		\$924.00			
	SUBTOTAL - SALARIES:		\$170,571.00			
-	Salary Costs	\$47,397.00	\$36,740.00	\$31,265.00	\$52,595.00	\$2,574.0
	Hours	183	167	169	335	22
,	Subtotal - Mechanical and Plumbing Engineering	0	0	74	44	0
	Develop Record Documents			6	10	
	Substantial Completion Punchlist Coordination			2		
	Travel Time)			14		
	Substantial Completion Inspection and Punchlist (Includes				10	
	Shop Drawings/Submittal Review & Responses			6	18	
	person, 24 meetings) Site Visits (1 visit for 1 person)			14		
	Prepare for and Attend (Virtual) Progress Meetings (1			20		
	Response to Contractor Inquiries			6	8	
	Coordination with RPR			6	8	
	Mechanical and Plumbing Engineering		-			
	Subtotal - Structural and Architectural	65	0	95	48	0
	Develop Record Documents	2		8	4	
	Substantial Completion Punchlist Coordination	1		2	2	
	Substantial Completion Inspection and Punchlist (1 visit for 2 people) (Includes Travel Time)	14				
		0		24	30	
	Site Visits (1 visit for 2 people) (Includes Travel Time) Shop Drawings/Submittal Review & Responses	14 6		14 24	30	
	people, 24 meetings)	12		15		
	Prepare for and Attend (Virtual) Progress Meetings (1	_				
	Response to Contractor Inquiries	10		16	1,2	
<u>''</u>	Structural and Architectural Coordination with RPR	6		16	12	
	Subtotal - Electrical Engineering	0	167	0	22	0
	Complete Warranty Inspection (Includes Travel Time)		8			
	Coordinate Record Drawings		2			
	Coordinate Spare Parts and O&M Manuals		2			
	Develop Record Documents		2			
	Final Completion Walkthrough (Includes Travel Time)		8			
	Punchlist Coordination		2			
	Travel Time)		8			

\$177,800.00

TOTAL FEE:

Exhibit B

Killeen Fort Hood Regional Airport MAP Corporate Hangar - CPS

On-Site Resident Project Representative Services

SUBTOTAL - SALARIES:		\$72,672.00			
Salary Costs	\$1,036.00	\$880.00	\$740.00	\$15,072.00	\$54,944.00
Hours	4	4	4	96	272
Subtotal - Civil Engineering	4	4	4	96	272
Resident Project Representative Services (32 weeks; 1 site visit per week, coordination)	4	4	4	96	256
Attend Preconstruction Meeting (1 person, on-site)					8
Review IFC Plans and Specifications					8
. Civil Engineering					
	hr	hr	hr	hr	hr
	\$259.00	\$220.00	\$185.00	\$157.00	\$202.00
WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-3

Document Printing/Reproduction/Assembly	\$278.00
Office Supplies/Equipment	\$50.00
Travel Costs	\$12.000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$12,328.00

SUBTOTAL: \$85,000.00

TOTAL FEE: \$85,000.00

Exhibit B Killeen Fort Hood Regional Airport MAP Corporate Hangar - CPS

Closeout Services

	1		l l		1	
	WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	X-2
	+	\$259.00	\$220.00	\$185.00	\$157.00	\$117.00
		ψ239.00 hr	ψ220.00 hr	hr	hr	hr
1	Civil Engineering					
F-	Final Project Inspection	8			8	
-	Review and Submit Final Construction Pay Application	2			2	2
 	Prepare and Submit Final Reconciliation Change Order	2			4	2
\vdash	Assemble and Review Summary of Project Costs	2			2	2
-	ALD Drafting				8	
-	ALD Upload to OEAAA				2	
-	Prepare and submit documents for facility diagram					
	updates	2			4	
 	Assemble Post Construction Photographs				4	
 	Assemble Final testing and Quality Control Reports				4	
	Assemble Record Drawings				4	
 	Assemble Submittals and Responses				4	
	Assemble and Submit Final testing and Quality Control				1	
	Reports				4	
	Complete Construction Closeout Checklist	2			4	
	Provide Sponsor Certification for Construction Project Final Acceptance	2			2	
	Draft Final Construction Report and Submit to FAA,	2			2	
<u> </u>	State, Owner					
-						
-	Subtotal - Civil Engineering					
Ŀ		22	0	0	58	6
2.	Electrical Engineering Coordination for Closeout Documentation					
-	Coordination for Closeout Documentation		1			
-	Subtotal - Electrical Engineering	0	1	0	0	0
3.	Structural and Architectural			U		U
<u> </u>	Coordination for Closeout Documentation			2		
-	Coordination for Closecut Becamentation					
-	Subtotal - Structural and Architectural	0	0	2	0	0
4	Mechanical and Plumbing Engineering					
-	Coordination for Closeout Documentation			1		
	Occidentation for Glossout Bostoniananon			•		
-	Subtotal - Mechanical and Plumbing Engineering	0	0	1	0	0
ш				•		-
	Hours	22	1	3	58	6
		#F 000 00	# 000 00	# 555.00	#0.400.00	#700.00
	Salary Costs	\$5,698.00	\$220.00	\$555.00	\$9,106.00	\$702.00
	SUBTOTAL - SALARIES:		\$16,281.00			
	DIDECT NON LABOR EVENINES					
	DIRECT NON-LABOR EXPENSES Document Printing/Reproduction/Assembly		¢570.00			
	Postage/Freight/Courier		\$579.00			
			\$20.00			
	Office Supplies/Equipment Travel Costs		\$20.00 \$100.00			
	TIAVEL CUSIS		φ100.00			
	SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$719.00			
	SUBTOTAL:		\$17,000.00			
	TOTAL FEE:		\$17,000.00			



EXHIBIT C (INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability Each Occurrence Aggregate	\$1,000,000 \$2,000,000
Professional Liability Each Claim Made Annual Aggregate	\$1,000,000 \$2,000,000
Excess of Umbrella Liability	

Per Occurrence

General Aggregate

\$1,000,000

\$1,000,000



EXHIBIT D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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.

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.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

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.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

4. CIVIL RIGHTS - TITLE VI ASSURANCE

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:

I. <u>Compliance with Regulations:</u> The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended



from time to time, which are herein incorporated by reference and made a part of this contract.

- II. <u>Non-discrimination:</u> 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. 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 Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. 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 Nondiscrimination Acts And Authorities and instructions. Where any information required of a 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.
- V. <u>Sanctions for Noncompliance</u>: In the event of a 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:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. 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.
- 5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33



U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- I. Overtime Requirements. No Engineer or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- II. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Engineer and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- III. 3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subconsultant under any such contract or any other Federal contract with the same prime Engineer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- IV. 4. Subconsultants. The Engineer or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

7. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR



part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor 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 Owner deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor'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 Owner. This clause applies to both DBE and non-DBE subcontractors.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

11. EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

- I. During the performance of this contract, the Engineer agrees as follows:
- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions



of this nondiscrimination clause.

- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- II. Standard Federal Equal Employment Opportunity Contract Specifications
 - (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:



- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.



Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for



the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.



- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.



- (13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14)The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15)Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. 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.
- II. 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.

III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

16. TERMINATION OF CONTRACT

Termination for Convenience. The Owner may, by written notice to the Consultant, terminate
this Agreement for its convenience and without cause or default on the part of Consultant.
Upon receipt of the notice of termination, except as explicitly directed by the Owner, the
Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.



Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

II. <u>Termination for Default.</u> Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) <u>Termination by Owner:</u> The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1. Perform the services within the time specified in this contract or by Owner approved extension:
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) <u>Termination by Consultant:</u> The Consultant may terminate this Agreement in whole or in part, if the Owner:



- 1. Defaults on its obligations under this Agreement;
- 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- 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 as published by the Office of the United States Trade Representative (U.S.T.R.);
- (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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The Engineer must provide immediate written notice to the Owner 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 Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

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:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list:

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 a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

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

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that
 has been assessed, for which all judicial and administrative remedies have been exhausted or
 have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the
 authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.



Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



STATE OF TEXAS REQUIREMENTS

I. PROHIBITION ON CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS

Consultant's Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations Effective September 1, 2017, Consultant acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Consultant does not engage in business with Iran, Sudan, or any foreign terrorist organizations and (b) Consultant is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for (1) professional or consulting services subject to the Professional Services Act – Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (6) for a purchase of supplies, materials or equipment.

II. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Consultant's Acknowledgement of Prohibition on Contracts with Companies Boycotting Israel Effective September 1, 2017 and as amended May 7, 2019, Consultant acknowledges, in accordance with Chapter 2271 of the Texas Government Code, that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

III. PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Consultant's Acknowledgement of Prohibition on Contracts with Certain Foreign-Owned Companies in Connection with Critical Infrastructure Effective June 18, 2021, Consultant acknowledges, in accordance with Chapter 2274 of the Texas Government Code, that Consultant does not and will not engage in contracts with certain foreign-owned companies in connection with critical infrastructure during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

IV. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

The Consultant 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

Appendix E – State of Texas Requirements 1 of 2 KFHRA – MAP Corporate Hangar CPS

Garver Project No. 21A06081



from a sole source provider or when the city does not receive any bids from a company able to provide the required verification. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274

V. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

The Consultant verifies that it does not have a practice, policy, guidance or directive that discriminates against certain energy companies as defined in Chapter 809 of the Texas Government Code. The Consultant verifies that it:

- a) Does not boycott energy companies; and
- b) Will not boycott energy companies during the term of the contract



EXHIBIT F

AIRPORT IMPROVEMENT AID PROJECT: TBD STATE: TEXAS

CERTIFICATION OF ENGINEER

I hereby certify that I am Josh Crawford, PE and duly authorized representative of the firm of GARVER, LLC, whose address is 285 SE Inner Loop, Georgetown, TX 78626, 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).

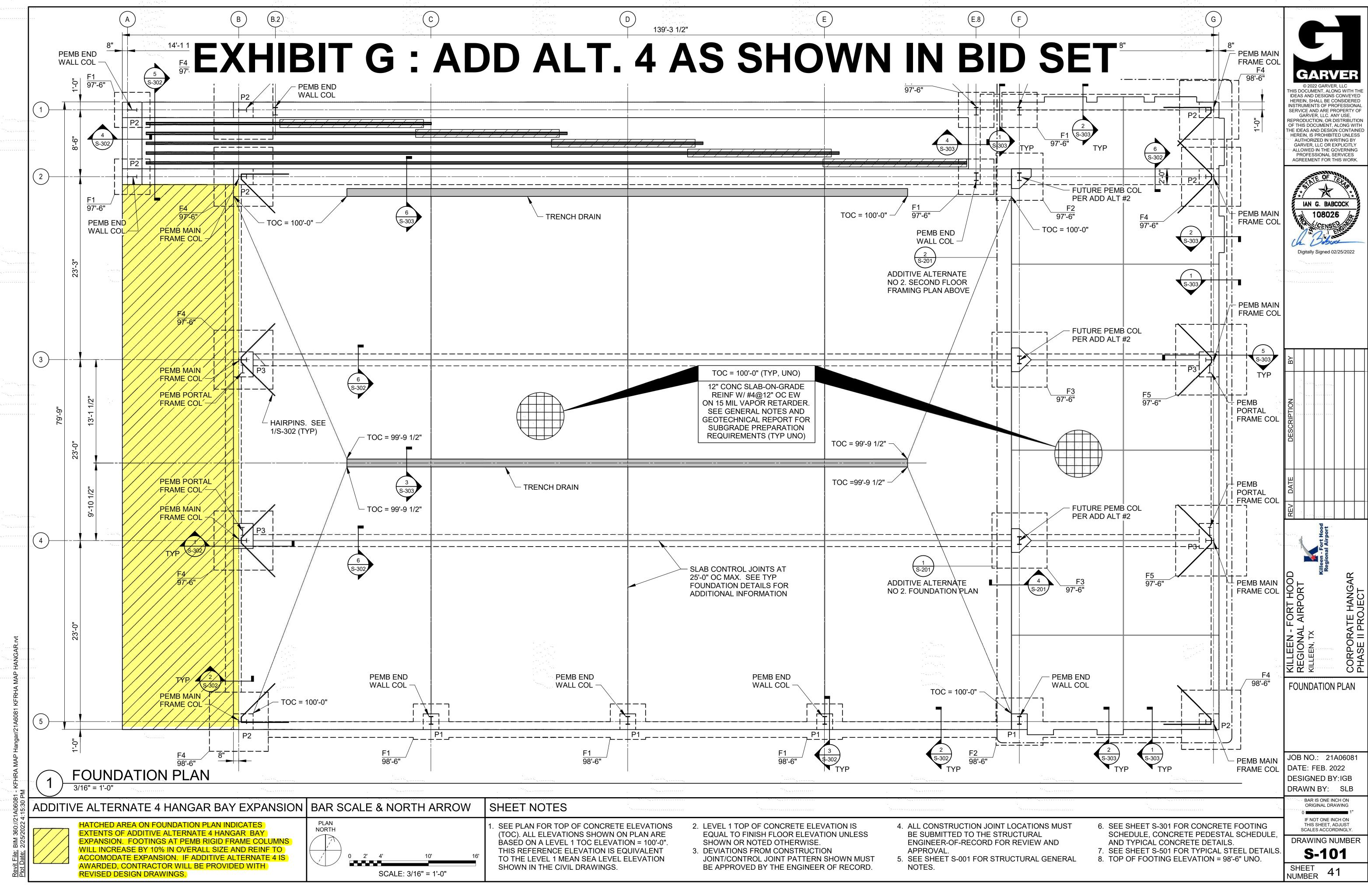
I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both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

GARVER, LLC

By

DATE:

01/27/2023



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USI	
1	Name of business entity filing form, and the city, state and co of business. GARVER LLC GEORGETOWN, TX United States	Certificate Number: 2023-976622 Date Filed:			
2	Name of governmental entity or state agency that is a party to being filed. City of Killeen	1/26/2023 Pate Acknowledged:			
3	Provide the identification number used by the governmental edescription of the services, goods, or other property to be pro 23-06 Engineering Design Services for Corporate Hangar II		ack or identify	the contract, and pro	vide a
4	Name of Interested Party	City, State, Country (p	place of busine		of interest pplicable) Intermediary
S	OBER, JEFFERY	GEORGETOWN, T	X United State	<u> </u>	
Н	OLDER, JR, JERRY	GEORGETOWN, T	X United State	es X	
Н	OSKINS, BROCK	GEORGETOWN, T	X United State	es X	
S	CHNIERS, BRENT	GEORGETOWN, T	X United State	es X	
М	CILLWAIN, FRANK	GEORGETOWN, T	X United State	es X	
G	RAVES, MICHAEL	GEORGETOWN, T	X United State	es X	
М	OTT, JR., WM. EARL	GEORGETOWN, T	X United State	es X	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Josh Crawford	, <i>a</i>	and my date of b	oirth is 01/22/19	80
	My address is 285 SE Inner Loop Ste 110 (street)	, <u>Georgetowr</u>	1 (sta	,	_, <u>USA</u> (country)
	I declare under penalty of perjury that the foregoing is true and cor		`	,	• • •
			, on the <u>2</u>	eth day of Janua	FY , 20 23 .
		(7-81	(month)	
		Signature of authorize	ed agent of contr Declarant)	racting business entity	



PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR CORPORATE HANGAR PROJECT

Background

On September 13, 2022, the City Council accepted a Federal Aviation Administration (FAA) Military Airport Program (MAP) grant in the amount up to \$4,553,070 to fund eligible portions of a second hangar at Killeen-Fort Hood Regional Airport

Background

- FAA requires professional experienced oversite and documentation of the construction process for all FAA grant funded projects
- Garver, LLC is the Airport's engineer of record and was selected via a competitive process

Discussion

- Staff negotiated a professional services agreement with Garver, LLC for construction administration services, construction management, and project closeout in the amount of \$304,000
- □ \$273,600 federally funded
- □ \$30,400 funded by Aviation fund

Alternatives

□ Do not approve the agreement

□ Approve the agreement

Recommendation

Approve the professional services agreement with Garver, LLC in the amount of \$304,000 and authorize the City Manager or designee to execute all agreement documents and any and all amendments or actions within the amounts set by federal, state and local law



City of Killeen

Staff Report

File Number: RS-23-040

Consider a memorandum/resolution accepting the Phase I self-evaluation site assessment report for ADA compliance as required by the Settlement Agreement with the Department of Justice.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Leslie K. Hinkle, Executive Director of Community Development

SUBJECT: Phase I Site Assessment - ADA Compliance

BACKGROUND AND FINDINGS:

In March 2018, the City received notice from the Department of Justice (DOJ) related to the Veterans Access Initiative Compliance Review. The DOJ performed onsite assessments of several City facilities. The final report was released to the City in the Spring of 2020. On June 29, 2021 the City and the DOJ signed a Settlement Agreement outlining the requirements of the City to come into compliance with the Americans with Disabilities Act (ADA).

In July 2022, the City contracted with Meeting the Challenge, A CP&Y Company, to evaluate and assess City facilities, parks, trails, programs, services, policies, and practices for compliance with ADA. The results of the self-evaluation are outlined below:

Programs, policies and procedures

Policy documents found:

- Website information and postings all documents provided on the website need to be fully tagged for vision and hearing accessibility for assistance software users
- Additional policies are needed for service animals, emergency management and accessible seating at City venues

Employee Surveys found:

- Additional policies and guidelines should be developed and adopted
- Additional accessibility training needed for staff

Architectural

Facilities, including parkland and trails

- 56 facilities, 28 parks and 3 trails assessed
 - 6,183 findings of non-compliance with ADA
 - o 37 findings of not best practices

The estimated costs for alterations and repairs=\$3,419,363.00. Costs can be divided by priority, public access, and budget year.

THE ALTERNATIVES CONSIDERED:

- 1. Do not accept the Phase I self-evaluation site assessment report.
- 2. Accept the Phase I self-evaluation site assessment report as required by the terms of the settlement agreement with the Department of Justice.

Which alternative is recommended? Why?

Accept the Phase I self-evaluation site assessment report as required by the terms of the settlement agreement with the Department of Justice.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

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

Scope of work will be developed for the required alterations, along with a financing plan. Total estimated cost for alterations for city facilities, programs, services, etc. is \$3,419,363.00 Costs can be divided out by priority, public access, and budget years.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Only partial funding is included in the FY 2023 Budget in the General Fund and Governmental CIP Fund. The General Fund portion covers the cost of hiring an ADA Compliance Manager and the associated operating cost (\$122,289 Budget). The Governmental CIP Fund has a year-to-date expenditure of \$439,144 over multiple years with a remaining balance of \$634,558. This includes \$17,006 that is currently encumbered. In addition, \$120,000 was included in the FY 2023 Budget in the Cablesystem PEG Fund to pay for Closed Captioning Services for the Government Access Channel.

If not, where will the money come from?

This could be classified as a Capital Improvement Project.

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

No, additional funds will need to be identified in future fiscal years in order to completely fulfill these requirements.

RECOMMENDATION:

Staff recommends that the City Council accept the Phase I self-evaluation site assessment as required by the terms of the settlement agreement with Department of Justice.

DEPARTMENTAL CLEARANCES:

Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Report



City of Killeen, Texas – ADA Self-Evaluation Report

EVALUATION OF CITY SERVICES, POLICIES, AND PRACTICES FOR ADA COMPLIANCE

PREPARED BY MEETING THE CHALLENGE, INC. - A CP&Y COMPANY

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Executive Summary

The City of Killeen (the City), Texas, to complete an evaluation of its continuous efforts to comply with title II of the Americans with Disabilities Act (ADA) and develop its Transition Plan, contracted the services of Meeting the Challenge, Inc., A CP&Y Company (MTC), in May 2022. This report will describe actions taken by the City and MTC to identify any barriers to City programs which were caused, or might have been caused, by policies, practices, procedures, or barriers in facilities. Significantly, while MTC has assisted the City in this limited project, the process of evaluating the City's policies, practices, and facilities for compliance with the ADA is an ongoing program to ensure that people of all abilities will be integrated into the same public opportunities as others.

Programs

The title II regulations require state and local governments to ensure that each of their programs, when viewed in their entirety, are accessible to and usable by qualified individuals with disabilities. To evaluate the accessibility of the City's programs, MTC conducted an inventory and review of the City's policies, interviewed a comprehensive cross-section of the City's management team, and conducted an ADA knowledge survey of the City's employees. MTC also conducted user testing on the City's website.

Facilities

This evaluation has included many actions and processes to identify physical barriers in the City's buildings and parks. MTC conducted data collection in all City facilities to identify conditions which affect or might affect access to City services, programs, or activities. The evaluation of compliance with the ADA's physical accessibility requirements was based on the 2010 ADA Standards for Accessible Design (ADA Standards) and the Texas Accessibility Standards (TAS). Though the Access Board's ABAAS/ODA federal standards, though not yet adopted by the Department of Justice (DOJ) as ADA Standards, they may serve as best practices to achieve program access for those elements which do not have formal ADA or Texas Accessibility Standards. Significantly, the title II regulations do not necessarily require every facility to be fully accessible. Conditions which are not consistent with ADA Standards but currently present no barrier to City programs may have a deferred priority in the City's Transition Plan.

Self-evaluation and Transition Plan

The following report documents the results of this evaluation and anticipates plans to ensure procedures and practices of the City's employees are, and will continue to be, compliant with the ADA and Transition Plan requirements. When structural changes to facilities are needed to achieve program accessibility, title II regulations require a transition plan setting forth the steps necessary to complete such changes (§ 35.150(d)(1)). The Transition Plan lists those noncompliant physical conditions which must be removed to ensure access to City programs, describes how they will be remedied, provides a schedule for completion of those remedies, and designates the individual(s) responsible for implementing the Plan (§ 35.150(d)(3)).

The Self-evaluation process covers much more than physical access and architectural barriers. The process is intended to perceive access to City services, programs, and activities, from the perspective of people with disabilities, realizing the differences in abilities among individuals. While removing physical barriers is necessary to ensure that all City programs, when viewed in their entirety, are accessible to and usable by qualified people of all abilities, providing auxiliary aids and services to achieve equally effective communication, allowing service animals in public spaces, and making reasonable modifications to policies and procedures are equally necessary actions to prevent inadvertent discrimination against people with disabilities.

ADA and Its Relationship to Other Laws

Except as otherwise provided in the Part 35 regulations of title II, the Part 35 regulations must not be interpreted to apply a lesser standard than the standards applied under title V of the Rehabilitation Act of 1973, or the federal regulations issued per title V. The Part 35 regulations do not invalidate or limit the remedies, rights, and procedures of any other federal laws, or State or local laws (including State common law) which provide greater or equal protection for the rights of individuals with disabilities or individuals associated with them (see § 35.103). In Killeen, compliance is subject to both the ADA and the Texas Elimination of Architectural Barriers Act (EAB).

Requirement and Purpose of Self-Evaluation

Originally, title II of the ADA required state and local government entities with 50 or more employees to complete evaluations of their current services, policies, and practices, and the effects thereof, which did not or might not have met the requirements of the Part 35 regulations within one year of January 26, 1992). The regulations do not specify a requirement to refresh or repeat the Self-evaluation process. However, the title II regulations do require an ongoing effort to ensure that public programs, when viewed in their entirety, do not discriminate against people with disabilities. Reasonably, as most public entities engage in activities which alter their programs and facilities over time, the City is prudent to re-visit its previous evaluations to ensure that the City continues to comply with its title II prohibitions and obligations. MTC realizes that Killeen's agreement with the Department of Justice may have precipitated this effort.

As the City has an ongoing requirement to ensure compliance with title II, MTC has assisted the City to evaluate its current services, policies, and practices, and the effects thereof, which do not or may not meet the requirements of Part 35 and, to the extent modification of any such services, policies, and practices is required, the City will proceed to make the necessary modifications. In addition, the City will provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the Self-evaluation process by submitting comments. After receiving public comments, for at least three years following completion of the Self-evaluation, the City will maintain on file and make available for public inspection:

- (1) A list of the interested persons consulted;
- (2) A description of areas examined, and any problems identified; and

• (3) A description of any modifications made.

(See § 35.105 Self-evaluation.)

It is worth noting that many – probably most – of the necessary modifications which will be required, resulting from this process, will not be accomplished through physical barrier removal. Budgets will stretch much farther when the City can overcome barriers through modification of policies and practices rather than construction projects. For example, it may be possible to relocate some programs to accessible facilities or in some instances make a program virtually accessible on the City's website, rather than making structural changes to facilities.

Requirement and Purpose of Transition Plan

Originally the title II regulations required public entities with 50 or more employees, when structural changes to facilities were planned to achieve program accessibility, to develop within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. Such entities were required to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. It was required also to have a copy of the transition plan available for public inspection.

In addition, public entities with responsibility or authority over streets, roads, or walkways, were required to include in their transition plans a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the ADA, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas. By extension, as such walkways serve a public program (pedestrian transportation), the City is required to ensure that these facilities are accessible to and usable by qualified individuals of all abilities. The scope of the project, for which the services of MTC were contracted, does not yet include pedestrian facilities within the City's right-of way.

A transition plan must include:

- i. Identification of physical obstacles in facilities that limit the accessibility of programs or activities to individuals with disabilities
- ii. Detailed description of the methods that will be used to make the facilities accessible
- iii. A schedule for taking the steps necessary to achieve compliance with the regulations and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of
- iv. the transition period
- v. Name the official(s) responsible for implementation of the plan

(See § 35.150 Existing facilities (d).)

The City has an ongoing obligation to ensure that its facilities are and remain accessible to and usable by people with disabilities, and its new facilities and alterations to existing facilities completed since January 26, 1992, are required to have complied with the <u>ADA Accessibility Guidelines</u> (ADAAG) or the <u>Uniform Federal Accessibility Standards</u> (UFAS) prior to March 15, 2012, and the <u>2010 ADA Standards for Accessible Design</u> (ADA Standards) since March 15, 2012. MTC has assisted the City with developing its updated Transition Plan. MTC has audited the City's facilities, including its parks, and analyzed existing conditions for compliance with the ADA Standards and, where relevant, the U.S. Access Board's ABAAS/ODA. Where possible to identify construction completed prior to March 15, 2012, the City may consider whether *safe harbor* provisions allowed in the Part 35 regulations might be applicable (*i.e.*, did design comply with ADAAG or UFAS at the time of construction?). Killeen has also been responsible for registering construction projects with the Texas Department of Licensing and Regulation (TDLR) and retaining the services of a Registered Accessibility Specialist (RAS) to conduct plan reviews and site inspections to verify that such construction conforms to TAS.

(See § 35.150 Existing facilities, (b)(2).)

Title II Services, Programs, and Activities

The title II regulations prohibit a public entity from excluding from participation in or denying the benefits of its services, programs, or activities to any qualified individual with a disability, or otherwise subjecting any qualified individual with a disability to discrimination. The City's programs may include recreation activities, City Council meetings, law enforcement/jail, various permits, motor vehicle services (such as, registration, title requests, and address changes), public records, tax collection (sales, use, property etc.), municipal court, volunteer opportunities, and many other services and activities. The City offers access to its services at 50 City buildings/facilities, 29 parks, and 3 paved trails. In addition, the public can access many of the City's services and programs online.

The City makes a good faith effort to provide reasonable modifications in policies, practices, and procedures, including auxiliary aids and services for effective communication, to ensure that its services programs and activities are accessible to and usable by qualified people of all abilities. MTC has assisted the City with updating its Transition Plan to ensure that physical/architectural barriers do not limit or prevent access to the City's services, programs, and activities.

(See § 35.130 General prohibitions against discrimination.)

Title II Administrative Requirements

As noted in the *Inventory and Review of Existing Policies* section, above, there are specific administrative requirements listed in Subpart A of the ADA's title II, Part 35 regulations covering state and local governments. The stated purpose of the title II regulations is to prohibit discrimination based on disability by public entities. Part 35 regulations apply to all services, programs, and activities provided or made available by public entities. Among the most significant requirements – for public entities with 50 or more employees – is the requirement to conduct a Self-evaluation. The other foundational administrative

requirements are the ADA Notice, naming of an ADA Coordinator, and adoption of an ADA complaint/grievance procedure.

Notice

Each state or local government must make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of the Part 35 regulations and its applicability to its services, programs, or activities, and make such information available to them in such manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the ADA and the Part 35 regulations. While this requirement does not stipulate how or where this information must be made available, it seems reasonable, at present, to consider that this notice should appear and be readily accessible on public websites. In addition, in a public facility where policies addressing the conditions for public presence in or use of the facility are posted, the ADA Notice should also be posted. When literature, announcements of meetings or events, catalogs of public programs, etc., are distributed or mailed to constituents, the ADA Notice should be included. The notice should apprise qualified individuals of how and where to avail themselves of auxiliary aids and services, including, but not limited to, accessing any devices necessary to using assistive listening systems in public assembly areas and courtrooms.

The City's ADA Notice is the template provided by DOJ. It is discoverable on the City's website.

Designation of ADA Coordinator (ADA Compliance Manager)

Public entities with 50 or more employees must name one or more employees to coordinate its efforts to comply with and fulfill its responsibilities under the Part 35 regulations. Those duties include any investigation of any complaint communicated to the entity alleging its noncompliance with the regulations or alleging any actions which would be prohibited by the regulations. The public entity must make available to all interested individuals **the name, office address, and telephone number** of the designated employee or employees. Reasonably, contact information provided today, will also include the ADA Coordinator's email address.

The City's ADA Coordinator, identified in the complaint procedure and complaint form, is not identified in the City's ADA Notice. For very practical reasons, it is essential that members of the public, including people with disabilities and organizations representing or advocating for people with disabilities be able to easily find and contact the City's ADA Compliance Manager (aka ADA Coordinator) when they have an ADA-related complaint or need to request an accommodation or modification of a policy or practice. The ability of the ADA Compliance Manager to resolve such issues, rather than having those issues presented to the TDLR or DOJ, can avoid difficult and potentially adversarial conflicts with people who have disabilities or the advocacy organizations who represent their interests.

The City's ADA Compliance Manager, Jolynn Jarnagin, is identified in the City's ADA Notice.

Complaint/Grievance Procedure

Public entities with 50 or more employees must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action which would be prohibited by the Part 35 regulations. The regulation does not give a specific timeframe to define prompt resolution. From settlement agreements and other DOJ guidance and opinions, MTC has inferred that a public entity can require such complaints to be reported within 60 days, that a public entity must meet with the complainant within 15 days after the report, provide a documented response within 15 days of receipt, allow and accept an appeal (should the complainant disagree with the initial response) within 15 days of the initial resolution, meet with the complainant again within 30 days, and provide a documented response to the appeal within 30 days.

In the event of an appeal, the final resolution must be decided by an individual (or group) who was not a party to the original resolution. Documentation of the complaint and responses must be retained by a public entity for a minimum of three years.

The City's complaint procedure is consistent with DOJ practice and guidance. The procedure and complaint form are discoverable on the City's website, but the fillable form (PDF) is not fully accessible.

Evaluation of Policies, Practices, and Procedures

MTC has assisted the City with an evaluation of its policies, practices, and procedures to identify any which do not or may not meet the requirements of the Part 35 regulations. To gain an understanding of the methods and means the City uses to ensure that its services, programs, and activities are accessible to qualified people of all abilities MTC engaged in interactive tasks with the City's management and staff. The tasks included:

- An inventory and review of the City's ADA-related policies, including recommendations
 for improvement of existing policies and the addition of new policies/guidance
 documents to inform ongoing compliance with ADA requirements and prohibitions
- Evaluation of public/program access to all areas of City facilities
- Interviews of members of City management
- A survey of City staff
- Testing of the City's website/digital services by MTC staff and contractors with various sensory and mobility limitations

Inventory and Review of Existing Policies

The Part 35 regulations clearly require three minimal policy documents or formal resolutions of state and local governments:

- 1) Notice of nondiscrimination based on disability
- 2) Naming an individual to coordinate efforts to comply with the ADA (i.e., ADA Coordinator)

3) Complaint/grievance procedure

MTC's policy inventory identified that the above documents exist and are available on the City's website. The name (Jolynn Jarnagin), address, phone number, and email address of the City's ADA Coordinator, while not specified in the City's <u>ADA Notice</u>, are provided in the City's <u>ADA Complaint Procedure</u> and ADA complaint form. However, the online complaint procedure and <u>form</u> (PDF) are not fully accessible.

See the Americans with Disabilities Act Policies Inventory and Review (July 26, 2022) report for details.

Recommended Policy/Guidance Templates

MTC recommends at least eight additional policies and documents, mirroring specific prohibitions or requirements stated in the title II regulations. MTC has provided templates for these policies to the City. MTC understands that it may not be feasible to adopt all these templates as formal/legally adopted policies but recommends, at minimum, that the City compile them into an ADA guidance manual for the benefit of employees. MTC recommends distributing hard copies to all departments and providing online access to this ADA guidance manual for all employees. Besides the three required administrative documents, MTC recommends the following list of policy/guidance templates:

- Self-Evaluation (§35.105)
- General program access (§35.130)
- Contractor Reps & Certs (§35.130(b))
- Reasonable modification program policy (§35.130(b)(7))
- Eligibility criteria (§35.130(b)(8))
- Service animal policy (§35.136)
- Powered mobility policy (§35.137)
- Ticketing policy (§35.138)
- Equal employment policy (§35.140)
- Reasonable accommodation in employment (§1630.9)
- Effective communication policy (§35.160)
- Transportation access policy (§37.5)
- Emergency management plan (see DOJ settlements per Project Civic Access)
- Information & Communication Technology Accessibility (see DOJ settlements per <u>Project Civic Access</u>)

The City should prioritize, ensuring that all public-facing employees receive ADA training and documented guidance on addressing potential requests for reasonable modification of policies and procedures or access by qualified people with disabilities. All recommended policy templates are provided in the Americans with Disabilities Act Policies Inventory and Review, see Appendix A.

Management Interviews

During July 2022, MTC conducted conversational interviews with managers to better understand their programs, particularly the programs of departments with public facing employees, and their obligations

to appropriately interact with members of the public who have disabilities. Public employees must ensure that interaction with people with disabilities is provided in the most integrated setting appropriate to the needs of qualified individuals with disabilities (§ 35.130(d)). This requires public employees to offer, upon request, reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid disability-based discrimination (§ 35.130(b)(7)). Public-facing employees should receive enough training, appropriate to their duties, to be aware of and sensitive to individual needs, and to properly assist and treat individuals with disabilities in a respectful and courteous way, with proper attention to differences among people with disabilities.

Familiarity with the ADA

Most public employees do not routinely interact with or need to provide auxiliary aids and services for people with disabilities. Accordingly, public entities must have policies and procedures in place and provide training to employees to ensure they are prepared for those typically rare occasions when they are asked to provide a sign language interpreter or decide whether a dog is a service animal. These interviews serve to inform MTC of potential gaps in knowledge but can also provide informative dialogue for public employees.

An overview of the interviews suggests that most managers have significant understanding of the facets of the ADA related to their work activities. Those who work in human resources have comprehensive knowledge of the Equal Employment Opportunity Commission's rules for title I of the ADA. And supervisors who have participated in the interactive process of identifying Reasonable Accommodations which have allowed employees with disabilities to perform their essential job functions realize the value of keeping those employees. Those whose duties include supervising new construction, alterations, and maintenance of City facilities have good working knowledge of the ADA Standards. More than one manager reported previous experience in developing ADA transition plans for other title II entities.

On the other hand, those who have little or no face-to face contact with the public are not often aware of programmatic access requirements such as the need to reasonably modify policies and practices or to provide auxiliary aids and services to achieve equally effective communication with people whose disabilities include limited hearing, vision, or speech abilities.

ADA Complaints and Requests

In general, managers discussed their experiences with identifying Reasonable Accommodations for their employees more than making Reasonable Modifications of policies and procedures to provide access to members of the public who have disabilities. That said, knowledge of the City's improvements to public sidewalks to accommodate people with disabilities was rather common. While not always aware of the specific regulatory requirements, as a rule, interviewees demonstrated genuine concern for inclusion of people of all abilities in the City's programs. Some employees described their response to requests for accommodations and modifications, as being more intuitive than informed. The attitudes expressed by interviewees consistently demonstrated genuine concern for inclusion of people with disabilities in City's programs. In general, subjects demonstrated that ADA compliance tends to be inspired more by compassion and inclusiveness than risk management.

ADA Training

Several of those interviewed reported that they have received ADA-related training specific to their job duties, either during their tenure with the City, or during previous employment. Many interviewees expressed interest in additional training as topics of discussion ranged into areas of ADA requirements with which they were unfamiliar. Virtually all interviewees have positive attitudes and willingness to accommodate employees with disabilities and modify procedures and practices to make programs accessible for members of the public with disabilities. However, they are not necessarily aware of City policies which inform and guide their efforts.

Training is the key to preparing employees for situations and experiences which are not routine. Interaction with and modifying policies and practices for people with disabilities may typically be outside of standard operating procedures. The ADA requires adjustment to the needs of people on a case-by-case basis. Training is needed to prepare individuals for those (probably) infrequent situations when they will need to interact with individuals with disabilities in a respectful and courteous way, with proper attention to differences among people with disabilities.

While the focus of training should target the specific areas where an employee's duties will have the most impact on people with disabilities, every employee should receive training which provides an understanding of basic ADA concepts and disability etiquette/awareness. MTC offers disability etiquette and implicit bias training which can facilitate employee interaction with people of all abilities. Employees involved in various construction activities, from building maintenance and renovations to public sidewalk design and construction, should have training covering accessible design standards and guidelines. Those who coordinate public meetings must be aware of the wide range of auxiliary aids and services necessary to achieve effective communication with a diverse population of people with sensory, speech, and cognitive disabilities.

Every supervisor and employee should receive training covering the ADA title I rights of employees and responsibilities of employers. All should gain an understanding of the concepts of disclosure, verification, essential job functions, undue hardship, and the interactive process of identifying Reasonable Accommodations. Broad, mutual understanding of title I rules can defuse conflict and help to make the accommodation process a collaborative effort.

MTC informed interviewees that following the revision of existing and development of new ADA-related policies/guidance, all City employees will receive additional ADA training aligning with their duties. A suggested list of targeted training for specific categories of employees was provided to the City for further discussion.

Summary: Management ADA Interviews, MTC's observations from these interviews is provided in Appendix B.

ADA Staff Knowledge Surveys

Between August 2 and August 29, 2022, assisted the City with conducting a survey of City employees. The survey was deployed by the City via a link to Survey Monkey, provided by MTC. The purpose of the survey was to develop a better picture of City staff's knowledge, understanding, and attitudes about the ADA. That picture of their awareness provides an assessment of knowledge gaps and needs for targeted training which will help to ensure the City's ongoing compliance with title II. The survey received a statistically meaningful number of responses which came from a representative cross-section of the City's employees.

Implicit bias (unconscious prejudices) or misunderstanding, which may result in disability discrimination, present the greatest risk of noncompliance with the ADA for the City. The architectural barriers or even negligent policies or practices, which might prevent equal opportunities to access the City's services, programs, or activities for some qualified individuals with disabilities, are, by comparison, a much lower risk. MTC recommends interpreting the survey results without value judgement but as a tool to inform future training for City employees.

The most valuable piece of information gleaned from the survey is that many respondents indicated that they have insufficient knowledge and understanding of ADA requirements. This is a strong indicator that the City needs to give employees more guidance and training to ensure that they have the knowledge and understanding to successfully and consistently be inclusive of people of all abilities (and avoid noncompliance risk). Because most members of the City's staff do not serve or interact with individuals with disabilities on an every-day-basis, they may feel uncomfortable and unprepared for the typically rare occasions when they need to accommodate or effectively communicate with individuals who have disabilities. Disability awareness or disability etiquette and implicit bias training can provide a very constructive support for the City's staff.

Responses to the survey's final question (#35, which requested final comments) were mostly positive. The City's staff expressed interest in gaining more knowledge and guidance about the ADA and most would be very receptive to additional training on ADA topics.

A report, ADA Staff Knowledge Surveys, with comments and the survey results is provided in Appendix C.

Website and Digital Accessibility

Neither the original ADA regulations nor subsequent amendments to the regulations make specific reference to websites, digital documents, or streamed meetings. In the 21st Century, many public programs and services can be accessed on-line, and in some cases, only on-line. From applying for employment, to watching and listening to streamed public meetings, to registering for recreation programs and activities, a local government's programs — and therefor program access — relies on an accessible Internet. The legislators who created the ADA in 1990, could hardly have predicted at that time the magnitude of the impact and significance the Internet and websites would have thirty years later. In *Title II Regulations 2010 Guidance and Section-by-Section Analysis*, DOJ clearly considers websites to have accessibility requirements:

The Department has consistently interpreted the ADA to cover websites that are operated by public entities and stated that such sites must provide their services in an accessible manner or provide an accessible alternative to the website that is available 24 hours a day, seven days a week.¹

Major Title II Concern

The Orlando Sentinel, reported as far back as January 2019, that many Florida municipal and City governments, including Orange, Palm Beach, and Seminole Counties had been sued for failure to make their websites accessible. Typical in these lawsuits were allegations that agendas and minutes of public meetings were not posted as screen-readable text or streamed and archived video of public meetings were not captioned.²

Effective Communication

The effective communication requirements of title II clearly require state and local governments to offer such auxiliary aids and services as are necessary to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others. The City also must give *primary consideration* to the requests of individuals with disabilities. Bearing in mind that the authors of the ADA had no idea that today most day-to-day communications between public entities and their audiences would be channeled through the Internet, it is obvious that the requirements are equally applicable and enforceable for websites and other digital/electronic communications.

Assessment of Website for Compliance with WCAG 2.1

The evaluation of website compliance typically begins with an assessment of conformance to the Web Content Accessibility Guidelines 2.1 (WCAG). MTC did not conduct an assessment to determine whether various features of the City's website passed the WCAG success criterion. The City waived this assessment as it had already completed the assessment following its agreement with DOJ.

User Testing

Stemming from the historic axiom of the disability community – *Nothing About Us Without Us* – it is critical to have people with disabilities participate in the assessment of the accessibility of websites and other digital communications of public entities. MTC engaged the services of people with disabilities – including one who is blind, one who has low-vision, one who is deaf, and one who has limited manual mobility/dexterity – to access and interact with the City's website and report their experience. Naturally,

¹ U.S. Department of Justice accessed at https://www.ada.gov/regs2010/titlell 2010/titlell 2010 regulations.htm#a2010guidance, on September 15, 2022

^{2 2} Orlando Sentinel, "Local governments on alert over lawsuits targeting ADA violations over website documents," accessed at https://www.orlandosentinel.com/news/os-ne-ada-lawsuits-blind-local-governments-20190104-story.html, on September 15, 2022.

barriers which limited access to one tester did not necessarily impact another. Lack of captions on streamed audio was not a problem for the tester who is blind but can hear. The absence of alternative text (alt-tags) on pictures was not a barrier for the tester who is deaf but can see.

User testers were not engaged to discover and identify technical failures to comply with WCAG but often the technical audit pointed to specific failure of a success criterion which aligned with tester experience. For example, the WCAG audit discovered failure to provide compliant contrast between text and background colors, (WCAG 1.4.3) which was a problem obvious to the tester who has low-vision. Frequently, the testers remarked on features or structure of a webpage that were difficult to use even though the design may not technically fail a WCAG success criterion.

There were often difficulties experienced by testers that may not result from a specific WCAG success criterion failure. While testers were asked to use more than one browser in their testing, assistive technologies, such as JAWS (Job Access With Speech), may work well with a limited number of browsers. Because different browsers may present the same HTML code differently, the experience of a tester may vary significantly from browser to browser.

Digital Accessibility Training

Though it was not included in the scope of this project, MTC can provide training on the creation of accessible digital content. MTC hosts an online *Document Accessibility* training module on its <u>Rocky Mountain ADA Center</u> website, which can be accessed free of charge. The City would be prudent not only to ensure that new content to be published on its website is accessible but also to devise a strategy for remediating existing/archival content, such as PDF files which have been scanned and uploaded, which is not compliant. A successful strategy would include prioritizing the remediation of documents and other content most frequently accessed and/or downloaded from the City's website.

See the *Combined Website Testers Report*, summarizing the website tester observations is available in Appendix D.

Approach to Facility Access Assessment

Data Collection

MTC collected data – dimensional and slope measurements and observations – at 50 City buildings/facilities, 29 parks, and 3 paved trails. The data documents the existing conditions related to rooms/spaces and elements with accessibility requirements. MTC staff used electronic tablets to enter the data into a database where measurements and observations are compared to the technical criteria for compliance with ADA Standards and TAS. When existing conditions are not consistent with the ADA Standard's scoping or technical provisions, they are labeled *Compliant – No*. When existing conditions are not consistent with the ADA Standard's or TAS advisory provisions, they are labeled *Compliant – Not Best Practice*, as advisory content in the ADA Standards and TAS is not technically enforceable. When existing conditions are not consistent with ABAAS/ODA scoping or technical provisions, they are labeled *Compliant*

 Not Best Practice, as ABAAS/ODA standards are federal standards which DOJ has not yet issued under Part 35 regulations for title II of the ADA.

ADA Standards and TAS are applicable to buildings and sites, including most outdoor elements at parks, and open spaces. Where outdoor elements are not specifically addressed in the ADA Standards or TAS, the Architectural Barriers Act Accessibility Standards (ABAAS) for Outdoor Developed Areas (ODA) have been applied as best practices established by the U.S. Access Board.

ADA Standards provide the most-applicable technical provisions for *Parking Facilities*; the ABAAS-ODA provides the most-applicable technical provisions for *Picnic Units*. Where applicable standards have not yet been adopted for ADA, these federal standards do serve as the best practices to ensure that structural barriers do not limit or prevent program access required by title II.

MTC has compiled and delivered the results of the data collection (and subsequent data analysis) to the City in the form of the Accessibility Compliance Data Table (ACDT, an Excel data table). See Appendix E. City of Killeen ACDT_19sep2022.

Data Analysis

MTC accessibility analysts reviewed all attributes and elements for which automatic compliance determination was not possible. The analysts made those determinations and added findings to the raw ACDT. The analysts also added recommendations for remediation of findings, citations to the ADA Standards (or other guidelines where appropriate), estimated mitigation difficulty, and a calculation of relative priority, expressed as *Priority*, to the ACDT. This information is the basis for the three of the four minimum requirements of a Transition Plan (see § 35.150 Existing facilities (d)). MTC can evaluate priorities, but we cannot set schedules which depend on the City's budgets and other resources. MTC provides *Priorities* as a relative sequence for scheduling completion of barrier removal. MTC developed this prioritization approach from our observation of schedules set by DOJ in its settlement agreements with state and local governments, applying a more pragmatic understanding of construction lead times and schedules. MTC cannot assign the individual(s) responsible for implementing (the 4th requirement of) the Transition Plan.

MTC acknowledges that its approach to prioritization and scheduling of barrier removal is abstract and arbitrary. City staff, based on public input, and organizational knowledge of the public use of facilities and spaces, will need to identify locations where removal of barriers can provide the greatest benefit to the most people. A human-centered approach is necessary to practical and cost-effective implementation of the City's Transition Plan.

In some instances, MTC may suggest that it is prudent to remove a program from an inaccessible space or to modify practices rather than removing a structural barrier. MTC can make recommendations but cannot make these critical decisions for the City. Budgets will stretch much farther when the City can overcome barriers through modification of policies and practices rather than construction projects.

Analysts also performed quality control by reviewing photos and normalizing data. Analysts edit comments, descriptions, and recommendations for accuracy and consistency. The final draft of the ACDT for buildings/facilities, consists of 31,103 lines of data, each line representing a measurement, count, observation or other information necessary to identify conditions that do not conform to the ADA Standards, TAS, etc. There were 6,188 attributes not consistent with ADA Standards or TAS, i.e., *Compliant – No.* And 37 other findings were considered as *not best practice*. After eliminating the findings that were not barriers to program access³, the number of findings was reduced to 4,635 findings that are or might be barriers to program access (of these 33 are *not best practice*). These must be addressed in the Transition Plan.

Prioritization

The most important and most difficult phase of developing a Transition Plan is composing a realistic and practical schedule for the implementation of the Plan. The first step in that process is informed by the nature and location of findings in the ACDT.

There are five factors used to calculate the Priority of each finding. As noted above, absent the need to provide program access, priorities based on other factors are null. The factors and the calculation for assigning priorities is detailed in the ACDT, see the Facility Priority tab. The most critical factor in prioritization is the location of a finding. However, regardless of how important the removal of a barrier to programmatic access, mitigation difficulty – such as the cost, the need for a remedial design, and the expected disruption to operations during reconstruction – will inevitably result in even high priority findings being scheduled further into the future.

The nature of a finding suggests the magnitude or severity of a barrier – that is, how difficult and/or dangerous it might be for a person with a disability to overcome the barrier. For example, stairs where there ought to be an accessible route are an insurmountable barrier for a wheelchair user and an object, such as a shelf (deeper than four inches and between 27 and 80 inches high) in a hallway can be a hazard for an individual who is blind.

The location of a barrier speaks to the primary concern of program access. The purpose of a Transition Plan is to ensure that a public entity can operate each of its services, programs, or activities, when viewed in their entirety, in a way which makes them readily accessible to and usable by individuals with disabilities. This does not require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities. However, architectural conditions, *i.e.*, barriers, which prevent or might prevent or limit access to a program, must be included in a Transition Plan. The location of barrier, for example, an inaccessible shower compartment at a public swimming pool, or one in the locker room at the police station, says much about whether it prevents or might prevent access to a program.

³ These findings note conditions which are not consistent with the ADA Standards, but which do not (due to their locations) currently limit or prevent program access by people with disabilities. Future actions to remedy these conditions are contingent on circumstances, such as an employee request for reasonable accommodation, which could trigger the need to provide access.

Nonconforming conditions or potential barriers – based on their location and the degree, frequency, or amount of public access expected at that location – which have negligible probability of impeding access to programs, have little or no priority for remediation in a Transition Plan, regardless of magnitude or severity. These findings should be listed in a Transition Plan, though they typically will not need to be scheduled until a significant event or action triggers the need to resolve them. The events or conditions which might trigger the need to fix these findings, in the future, include the following:

- Need to remove a physical barrier as a title I Reasonable Accommodation for an employee
- Location of a new or existing program to this room/space
- Renovation/alteration of the space
- Alteration of a primary function area triggering path of travel barrier removal
- Discovery that a nonconforming condition was designed/built by construction or alteration after January 26, 1992 construction or alteration (or in violation of Texas EAB)
- A specific request/complaint from the public

Developing a Practical Schedule for a Transition Plan

Having a working understanding that program-access-generated priorities are a prerequisite of a practical schedule is the reason that priority matters. Clustering the various barriers to be removed into a coherent group of practical projects comes next. The clustering process should consider where specific barriers could be included in previously scheduled capital improvement projects, possibly for a minimal increase to budgets. Group findings which are high priority but low mitigation difficulty (*i.e.*, do not cost much, take much effort, or cause redundant need for barrier removal) into a regular repair and maintenance schedules. For example, make it a routine practice to test and adjust opening forces and closing speeds for all interior doors with closers.

MTC has provided opinions of probable constructions costs (OPCCs). These budget-level estimates of the cost to complete each barrier removal project are necessary when larger projects require funding appropriations prior to requesting proposals. The planning of larger projects beyond available funding resources must anticipate plans for re-design, the bid process, actual construction time, and, in the case of remodels and renovation, disruption of normal operations. Regardless of priority, major barrier removal projects can seldom be started, let alone completed, in the first year of a Transition Plan.

Draft Transition Plan for Public Comment

This summary report and the ACDT provide the essential content necessary for drafting an ADA Transition Plan, however, the actual Plan must be drafted with input from City staff, as integration of the Plan into the City's budget is an internal function. MTC can assist with a segmentation of its findings in the ACDT. The OPCCs provided in the ACDT are available to inform City staff in integrating the Plan into the City's budget cycles.

Public Outreach

Outreach for public comments on the Self-Evaluation and Transition Plan process will follow approval of a draft of this report and a draft Transition Plan. Following the gathering public comments, documentation of those comments will be summarized in this report and detailed in an appendix. Where appropriate the City will incorporate those comments by revising schedules and/or adding elements to this evaluation and the Transition Plan.

The City must provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of its ADA Transition Plan by submitting comments. A copy of the Transition Plan must be made available for public inspection. MTC recommends presenting the Plan in more than one public meeting, as well as an online portal. All comments should be recorded, retained, and considered before completing the final draft of the Transition Plan. Reasoned evaluation of public input should inform the final Transition Plan and this opportunity can establish public ownership of the plan.

Contingencies, such as emergencies, budget shortfalls, and weather, may affect the most practical of plans. A formal Transition Plan composed of, at minimum, the four requirements of the Part 35 regulation should be adopted with provisions for ongoing monitoring of progress (which can be documented in the ACDT) and periodic updates in the event of unforeseen contingencies. A living, editable version of the ACDT should be maintained as a data table which can be updated or amended as barriers are removed or program access is achieved through methods or means other than structural barrier removal.

MTC has suggested a list of questions to facilitate the gathering of public comments on this report and the Transition Plan. This list of questions is available in Appendix F.

Summary of Recommendations

This section will summarize recommendations made throughout this report.

Policies, Procedures, and Practices

MTC provided a comprehensive set of ADA related policy/guidance documents which align with specific sections of the Part 35 regulations (i.e., requirements and prohibitions) for the enforcement of title II of the ADA. These documents are recommended for the development of new policies or an ADA guidance manual for City employees. This recommendation is made with the realization that adopting formal policies is a cumbersome process, subject to legal analysis and review, which may require a protracted period to complete. MTC has also recommended minor revisions to existing policies. The intent of these policies/guidance documents is to ensure that City employees have documentation to support their actions when interacting with members of the public who have disabilities. The City should decide whether these documents will be formal adopted policies or less formal internal guidance for employees. If these become formal policies, they should be available to the public in multiple formats including an ADA compliance section on the City's website.

Title II regulations specifically require three administrative documents:

- Notice of nondiscrimination based on disability [§35.106]
- Designation, by name, of an ADA Coordinator [§35.107(a)]
- Complaint Procedure [§35.107(b)]

Each department or facility may find it useful to develop department-specific procedures to implement City-wide polices. These procedures will serve to inform practices unique to a given program or facility. For example, there are areas where service animals or other power-driven mobility devices may be excluded or restricted — based on fundamental alteration, financial and administrative burdens, or legitimate safety requirements. Service animals can be excluded if they are not housebroken or under the control of their handlers.

Training

New or updated policies or an ADA guidance manual can serve as the basis for employee training – establishing the rules of engagement for ADA-related interaction with the public. At minimum, all employees should receive disability etiquette/sensitivity training to inform and enhance their interaction with people who have disabilities. Training will prepare City staff for the relatively few encounters they may have with people who have disabilities.

Results of the staff ADA survey suggest specific target areas for training. MTC can provide training in various modes: in-person, face-to-face (post pandemic) sessions; live and archived webinar presentations; and website-based training modules allowing self-paced progress. The Rocky Mountain ADA Center at MTC offers a number of these modules which can be accessed free of charge. Optionally, the City can subscribe to receive documentation of each employee's progress. This option can be implemented by migrating the modules to the City's learning management system or by having employees register and login to modules on the ADA Center website.

Auxiliary Aids and Services for Effective Communication

Resources for auxiliary aids and services should be readily available and should be kept current by conducting periodic reviews. Compile and distribute resources specific to auxiliary aids and services which will be needed to provide equally effective communication:

- Sign language interpreters
- Braille printing services
- Assistive technology
- Knowledge of assistive listening systems (ALS) in assembly areas/courts⁴
- Awareness/training regarding Relay system
- Real-time captioning services
- Audio description services

⁴ Among other sources, Purple Communications and Sennheiser offer wi-fi -based ALS.

 Creation of accessible documents, such as tagged PDF files, audio recordings, and largeprint documents

The ADA Standards require appropriate signs to direct those who need to use ALS to an individual responsible for ensuring effective communication access.

Implementing the Transition Plan

For identified barriers: develop a process for evaluating priority for eliminating barriers; where possible, through means other than architectural/structural barrier removal. Identify low mitigation difficulty barriers which can be resolved through in-house maintenance and repair activities. These include minor tasks such as regular measuring and adjusting opening forces and closing speeds on interior doors. Facility maintenance staff should be trained to recognize noncompliant conditions which can be corrected with little effort or cost.

MTC has provided an Excel data table which serves as Accessibility Compliance Data Table (ACDT). As the City moves forward to implement its Transition Plan, the ACDT serves not only as a compilation of all the findings and recommendations for removing barriers to program access but as a living document where adjustments to the Transition Plan schedule and completion of barrier removal tasks can be updated.

Buildings/Facilities and Parks

Going forward, as important as it is to remove existing barriers to program access, preemptive prevention of the construction of new barriers is imperative to achieving the goal of accessibility envisioned and intended by the ADA. The City should develop standards for construction of new/alteration of existing buildings and facilities which address, at minimum, the following:

- Conventional industry tolerances (expectation of inspector enforcement/contractor compliance)
- Design standards which anticipate construction tolerances (e.g., design cross slopes to
 1.5 percent)
- Process for identifying those specific locations where existing physical constraints
 prevent full compliance (including, but not limited to, underlying terrain, right-of-way
 availability, underground structures, adjacent developed facilities, drainage, or the
 presence of a notable natural or historic feature)
- With respect to alterations and improvements to existing facilities, consider program
 access as the highest priority for determining whether and when physical barriers must
 be removed; remember the ongoing obligation to maintain accessible
 features/elements (including accessible parking, curb ramps, public sidewalks, etc.)
- Apply accessibility standards in new construction and alterations to employee common areas and circulation paths
- Minimum design standards, guidelines, and advisory comments for best practices for the Transition Plan are derived from the <u>2010 ADA Standards for Accessible Design</u>

Public Engagement

Input from the public is required ($\S35.150(d)(1)$) and essential to the evaluating Transition Plan priorities. It is also important to facilitate ongoing input from the public to identify new or previously unidentified barriers to program access. Develop procedures, including public outreach, to ensure that the public knows, how to:

- Report barriers
- Request accommodations
- Request auxiliary aids and services
- Contact the ADA Compliance Manager
- File a formal complaint

The regulations also require the City to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments on this document (§35.105(b)).

Soliciting and collecting public comments on preliminary findings may be difficult during the current limitation on public gatherings during the periodic surges of the COVID-19 pandemic. Technology supporting effective and accessible virtual meetings has become commonplace in recent years. However, many lack the hardware or Internet access or bandwidth to take advantage of streamed or archived online meetings. The normal opportunities to access shared wi-fi services at libraries and coffee shops may no longer be an option. MTC can assist the City to explore other non-virtual options for gathering public comments.

Other Best Practices

Develop a process of documenting all instances where members of the public (including, but not limited to, persons with disabilities) can request an (ADA-related) accommodation or identify any barrier (physical or procedural) which prevents or limits access to City services, programs, activities, or facilities. To do this effectively, staff must be trained to proficiency, as appropriate to their duties, so that they properly assist and treat people with disabilities who participate in City programs in a respectful and courteous way, giving appropriate attention to the difference among people with disabilities.

Appendix

- A. Policy Report and templates
- B. Management Interviews Report
- C. Staff Survey Report
- D. Website Tester Report
- E. Accessibility Compliance Data Table (ACDT)
- F. Recommended Questions for Public Engagement





ADA SELF-ASSESSMENT - PHASE I

Background

- In March of 2018, the City received notice from the DOJ of the Veterans Access Initiative Compliance Review
- On June 29, 2021, the City signed a Settlement Agreement with the DOJ to provide compliance with the American with Disabilities Act (ADA)
- In July of 2022, the City contracted with Meeting the Challenge, A CP&Y Company, to evaluate the City's services, policies, practices and facilities for compliance with the American with Disabilities Act (ADA)

2

 Assess key areas within the City to identify barriers to Programs, Services and Activities provided by the City

This assessment includes:

- Policy Assessment
- Website Assessment (Usability)
- Knowledge Assessment (Staff)
- Facilities, Parks and Trails Assessment

Self-Evaluation Transition Plan Process

- Evaluation of policies and practices
- Evaluate Website
- Knowledge Assessment
- Facility, Parks and Trail data collection
- Compliance analysis
- Self-Evaluation Assessment Report and Accessibility Compliance Data Table
- Draft Transition Plan development
- Finalize Transition Plan

- 5
- A transition plan must at minimum:
 - Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
 - Describe in detail the methods that will be used to make the facilities accessible;
 - Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
 - Indicate the official responsible for implementation of the plan.

Policy Assessment

- Self-evaluation
- Notice of Compliance
- Designation of ADA Coordinator
- Grievance Procedure
- General Program Access
- Contractor Reps & Certs
- Reasonable Modification Program Policy
- Eligibility Criteria
- Service Animal Policy

- Powered Mobility Policy
- Ticketing Policy
- Equal Employment Policy
- Reasonable Accommodation in Employment
- Effective Communication Policy
- Transportation Access Policy
- Emergency Management Plan
- Information & CommunicationTechnology (ICT) Accessibility Policy

- The team evaluated the navigability, accessibility, and ease of use of the content on the City's website at https://www.killeentexas.gov.
- Testers with a variety of abilities, accessed several webpages that require user interaction, for example, filling out forms, or requesting to be put on an email contact list, completing a variety of functional tasks, and to find and report the ADA Coordinator's name, address, email, and phone number.
- Testers Abilities (Blind, Limited Visibility, Deaf, Mobility)

Website Assessment - Recommendation

- Recommendations
 - Ensure all videos have closed captioning
 - Ensure all images have alt-text
 - Include "Service Animal" Policy
 - Remove PDF forms and use HTML forms for the public to complete and submit online. (Ex. Grievance Procedure, Youth Advisory Application, Tent Permit Application)

- 9
- □ The purpose of the Knowledge Assessment is to collect information from City employees to assess their understanding of the Americans with Disability Act, our organization's programs, services, and activities, and how the employees interact with individuals with disabilities.
- Information was collected via Management Interviews and Employee Surveys.

Knowledge Assessment - Recommendation

- Recommended Training
 - Effective Communication and the ADA
 - Document Accessibility
 - Disability Awareness and Etiquette
 - Accessible Social Media
 - Accessible Recreation Facilities
 - Web Content Accessibility Guidelines WCAG
 - Service Animals and the ADA

Facilities, Parks and Trails Assessment

- Barriers that prevent access to services, programs, and activities, when viewed in their entirety.
- Barriers that were created by new construction and/or alterations must be identified.
- □ Barriers that exist, and have existed since prior to the ADA, that currently present no barrier to program access, must be listed in the transition plan even when there is no current requirement for their removal.

Assessment Totals

Facilities

- □ 56 Assessed
- □ 24,101 Total Attributes
- 4,907 Non-CompliantFindings

Parks and Trails

- □ 31 Assessed
- □ 7,002 Total Attributes
- 1,313 Non-Compliant Findings

Facilities Assessed

Animal Shelter Kennel (Old)		Fire Station #3	Main Library
Animal Shelter office		Fire station #5	Maintenance Building (cemetery)
Arts & Activities and Community Developmen	t 🗆	Fire Station #6	Multi Service Center
Center		Fire station #7	Office/Shop
Arts & Activities Center Suite A		Fire station #8	Pavilion (city cemetery)
Arts & Activities Center Suite B		Fire Station #9	Pistol Range
Bath House		Fire Station (Support Services)	Police officer Course Facility
Cabin (John Blackburn Historical)		Fleet Services Building A	Public Works Administration and
Cemetery/Custodial		Fort Hood Memorial	Transportation
Central Fire Station		Golf Course Maintenance Shop	Recycle Center
City Hall Annex		Information Technology	Rodeo Grounds Concessions #3
City Hall Maintenance Building		Killeen Chamber of Commerce	Senior Center
City Maintenance Shop		Killeen City Hall	Solid Waste Administration Building I
Code Enforcement/Bldg. Inspections		Killeen Civic & Conference Center	Special Event Center
Copper Mountain Branch Library		Killeen PD North Precinct	Stonetree Golf Course
Corporate Hanger		Killeen Police HQ	Transfer Station
Custodial services		Killeen Regional Airport	Utilities Collections/Administration
Facilities Maint/Building Services/Custodial		Killeen Regional Airport parking	Warehouse & Water & Sewer Operations
Fire Station #1		Killeen Rodeo Center	Whiteley Training Center
Fire station #2			

Parks and Trails Assessed

A.A. Lane Park	North Ballfields	Playscape Stewart Neighborhood Park
Amphitheatre	Pavilion Green Ave Park	Playscape Timber Ridge
Andy K. Well Hike and Bike Trail	Playscape Camacho Park	Park/Elementary School
Basketball Court/Tennis Court	Playscape Conder Park	Rotary Club Children's Park
Base Ball Complexes	Playscape Fowler Park	Skateboard Facility Long Branch Park
Conder Park	Playscape Fox Creek Park	Splash Pad Long Beach Park Pavilion and Restrooms
Dog Park w/Fence (Mickey's)	Playscape Hunt Park	Splash Pad Long Branch Park
Family Aquatics Center	Playscape Iduma Park/Elementary	•
Fort Hood Regional Trail	School	
Heritage Oaks Trail	Playscape Lions Neighborhood Park	
Lions Club Family Recreation Center	Playscape Maxdale Park/Elementary School	
Long Branch Park Playground	Playscape Phyllis Park	
Marlboro Park	Playscape Santa Rosa Neighborhood Park	

Examples



- □ Art & Activities Center
 - Estimated costs of \$356,362
 - Largest estimated costs of \$132,750 to update all the restrooms and \$42,954 for renovate the elevators

Examples



- Lions Club Base Ball Complexes
 - Estimated costs of \$207,320
 - Largest estimated costs of \$138,200 for parking & curb ramps updates and \$30,020 to provide accessible seating

Examples



- Killeen Civic & Conference Center
 - Estimated costs of \$72,050
 - Largest estimated costs of \$24,500 for curb ramps and \$13,500 for parking

Facility Remediations

- □ Cost: \$122,300
- □ Remediations: 777

- □ Cost: \$201,480
- □ Remediations: 430

Facility Remediations

- □ Cost: \$671,642
- □ Remediations: 1,635

- □ Cost: \$16,040
- □ Remediations: 400

Facility Remediations

- □ Cost: \$619,931
- □ Remediations: 1,257

- □ Cost: \$399,739
- □ Remediations: 375

Facility Remediations

- □ Cost: \$953,471
- □ Remediations: 616

- □ Cost: \$434,760
- □ Remediations: 730

Summary

- □ The estimated total cost for repairs is \$3,419,363
 - Costs to be divided by priority, public access, budget year
 - Some facilities are already scheduled to have repairs, which would change the total costs

Alternatives

- Do not develop scopes of work and financing plan and remain out of compliance with terms of Settlement Agreement with Department of Justice
- Develop scopes of work and financing plan for required alterations to City facilities in order to come into compliance with accessibility standards

Recommendation

Develop scopes of work and financing plan for required alterations to City facilities in order to come into compliance with accessibility standards and terms of settlement agreement.



City of Killeen

Staff Report

File Number: RS-23-041

Consider a memorandum/resolution approving a Professional Services Agreement with CP&Y - Meeting the Challenge, for Phase II of the Americans with Disabilities assessment of all public rights of ways, in the amount of \$1,204,293.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Leslie Hinkle, Executive Director of Community Development

SUBJECT: Professional Services Agreement for ADA consulting related to Phase II,

public rights of way

BACKGROUND AND FINDINGS:

In June 2021, the City entered into a settlement agreement with the Department of Justice that required the City to complete a self-evaluation of all city facilities, public rights of way, conduct public outreach and submit a transition plan to be completed within three years. In May of 2022, the city entered into a professional services agreement with CP&Y Company - Meeting the Challenge to conduct the analysis of city facilities, parks, and perform a website review. The results of Phase I are being presented at this city council meeting.

The City met previously with consulting firms and finds that the required scope of work for Phase II will take more time due to the sheer number of lane miles (800+), sidewalks (806 linear miles), and curb ramps (8,406), etc. A proposal for Phase II was presented by CP&Y- Meeting the Challenge and staff finds that it meets the needs of the city. The proposal includes managing the work by dividing the city into 7 different areas. Areas 1,2,3 include most of the oldest areas of the city. Area 4,5,6 are the areas south of I-14 and area 7 is the most western areas of the city. CP&Y - Meeting the Challenge has the experience, knowledge, and level of commitment to lead the city through this final phase. The proposed timeline for Phase II is 20 months, with the final report and transition plan outlining associated costs for compliance included.

THE ALTERNATIVES CONSIDERED:

- 1. Do not enter into an agreement for professional services with CP&Y Meeting the Challenge for Phase II Public Rights of Way.
- 2. Enter into an agreement for professional services with CP&Y -Meeting the Challenge for Phase II Public Rights of Way.

Which alternative is recommended? Why?

Alternative #2 is recommended because CP&Y-Meeting the Challenge is an ADA consulting firm that serves local and state governments and has the expertise to ensure that we continue to meet the terms of the settlement agreement and undertake appropriate actions and not waste City resources on the completion of ADA improvements or services that do not need to be altered or improved.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

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

The proposed fee for Phase II of the project is \$1,204,293.

Is this a one-time or recurring expenditure?

This is a one-time cost.

Is this expenditure budgeted?

Yes, partial funding in the amount of \$617,552 is available in the Governmental CIP Fund. The additional \$586,741 is included in the budget amendment.

If not, where will the money come from?

N/A

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

Yes, upon approval of budget amendment.

RECOMMENDATION:

City Council approve the professional services agreement with CP&Y-Meeting the Challenge, providing professional services related to the ADA settlement agreement with Department of Justice in the amount of \$1,204,293 for an assessment of all public rights of way.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal

Agreement

Certificate of Interested Parties Conflict of Interest Questionnaire



Proposal for the

City of Killeen

ADA Self-Evaluation and Transition Plan

Public Right-of-Way

December 15, 2022



Meeting the Challenge, Inc., A CP&Y Company

3630 Sinton Road, Suite 103, Colorado Springs, CO 80907



Meeting The Challenge Inc.
3630 Sinton Road, Suite 103
Colorado Springs, Colorado 80907

Ms. Leslie Hinkle City of Killeen P.O. Box 1329 Killeen, TX 76540-1329

Ms. Hinkle,

Meeting the Challenge, Inc. (MTC) is pleased to provide the City of Killeen with our proposal for the Phase II Public Right-of-Way Self-Evaluation and Transition Plan project.

This phase of the project satisfies the requirements for assessing the City's Public Right-of-Way, analyzing, and prioritizing this data, and developing a Transition Plan to remediate the identified barriers. MTC is fortunate to have worked with the City to complete Phase I of the project to assess the Policies, Knowledge, Website, Parks, and Facilities identifying barriers to programs, services, and activities.

This proposal considers the specific schedule needs of this project.

We have added teams to collect data and will be conducting continuous analysis of all findings to rapidly provide the City with updated findings and recommendations to meet the schedule. All information will be provided to the City as appendices to the Phase I Self-Evaluation and Transition Plan.

We understand that ADA Title II Self-Evaluations and Transition Plans can be complicated. Through our experience and long-standing access to the Department of Justice and the U.S. Access Board, MTC has gained the knowledge and expertise to help our clients navigate the often-confusing path to solve their disability law compliance challenges. We will continue to guide the City in understanding the sometimes complicated ADA Title II Self-Evaluations and Transition Plan process.

As all of our Self-Evaluation and Transition Plan projects have shown, the achievement of a project such as yours will be of great importance to enhancing accessibility to the City's programs and facilities and will ultimately create an environment that truly reflects the forward-thinking nature of you, your staff, and the community.

Best regards,

R. Shane Wade, PE Senior VP, Director of Operations CP&Y, Inc., An STV Company

CONTENT

Firm Profile

Experience

References

Sample Deliverables

Proposal Contact

Matthew Lucier

Phone

		720.370.6776
Technical Understanding	8	Email
		mlucier@cpyi.com
Scope of Work	11	
		Address
		3630 Sinton Road, Suite 103
Project Team	20	Colorado Springs, CO 80907

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Corporate Details

State of Incorporation

Colorado

Date of Incorporation

December 1989

Number of Years in Business

33



FIRM OVERVIEW

Meeting the Challenge is a national ADA consulting firm that serves individuals and organizations with rights and responsibilities for compliance under federal disability rights laws. We are able to provide the City with the knowledge and resources to solve all disability law compliance challenges and increase access for people with varied abilities.

Meeting the Challenge is a subsidiary of CP&Y, Inc.,a full-service architectural and engineering consulting firm. The combination of MTC and CP&Y brings together a broader suite of accessibility services to our clients.

MTC can provide solutions for the City of Killeen to help solve disability law compliance challenges, which all towns, cities, counties, and states experience.

Meeting the Challenge is able to provide the following services:

- Self-Evaluation and Transition Plans
- Public Right-of-way Audits
- Park and Recreation Audits
- Outdoor Recreation Area Audits
- DOJ Project Civic Access Response Facilitation
- DOJ Photo Verification Reports
- ADA Settlement Resolution Consulting for the DOJ
- Multi-housing FHA Compliance Audits
- Expert Testimony
- Disability Laws Training
- ADA Lawsuit Consulting
- Facility Audits
- Website Accessibility Audits
- ADA Architectural Plan Reviews





MTC provides on-call services in order to continue our partnership with the City as progress is made. Most of our clients keep us on a retainer for on-call services following the completion of the Self-Evaluation Transition Plan process to ensure that the City is working in compliance with the ADA, conduct plan reviews and to answer ADA questions throughout the process.

Meeting the Challenge is currently providing consulting services for many on-going projects, including Houston Airport Systems, the City and County of Denver, Colorado, Lumpkin County, Georgia, Boulder County, Colorado, and several other state and local government entities.

MTC is well-suited to provide on-call ADA Consulting Services for the City of Killeen. We understand that there is much work to be completed once the Self-Evaluation and transition plan has been adopted. The role of the ADA Coordinator becomes responsible for guiding the City in the implementation of the plan. We have found that nearly all clients have questions and need guidance during implementation, and MTC gladly offers these services.

Our on-call consulting services will provide the City with access to MTC's staff of ADA consultants to guide the City in implementation of ADA policies and associated guidance documents. MTC has completed plan review services for over 25 architectural firms. Our scope of services generally includes redlining plan review sets at SD, DD, and CD, and at least two site walks during construction. After each site walk, we produce an inspection report, Including ADA plan review in any construction project can help eliminate the need for rework.

MTC is backed by the power of CP&Y's over 400 engineers and architects to provide the highest quality of services.

Together with our local engineers, we recently completed a project that included writing a new chapter in a client's Engineering Criteria Manual, and included staff training, so that moving forward, ADA compliance is considered in the earliest stages of design. We are able to provide similar expertise and services to the City of Killeen.



Since 1991, Meeting the Challenge has operated the Rocky Mountain ADA Center, one of ten Regional technical assistance centers funded by the National Institute on Disability, Independent Living, and Rehabilitation Research, a division of the U.S. Department of Health and Human Services.

The Rocky Mountain ADA Center has provided technical assistance on the Americans with Disabilities Act, throughout the six state Rocky Mountain Region (Colorado, Utah, Wyoming, Montana, South Dakota, and North Dakota), for nearly 33 years and has established itself as a leader among the ten Regional technical assistance centers. Through this experience, Meeting the Challenge has become a recognized authority for ADA knowledge and implementation.

The Rocky Mountain ADA Center helps individuals, institutions, and businesses understand their rights and responsibilities under the ADA and supports full implementation of the ADA. They provide information, guidance, and training on all aspects of the ADA.

With the knowledge and research that the Rocky Mountain ADA Center provides, Meeting the Challenge is able to provide you with the latest information and unlimited technical assistance by our ADA Information Specialists on staff.



TITLE II REQUIREMENTS

Meeting the Challenge has helped many state and local government entities comply with the Americans with Disabilities Act Title II requirements for a Self-Evaluation and Transition Plan. While these requirements are identified as two separate processes in two separate sections of the Title II regulations, the Self-Evaluation and Transition Plan process should be completed in tandem.

MTC is aware that limited budgets require some local governments to complete a Self-Evaluation and Transition Plan project in phases. MTC works with its clients to define a scope of work that will satisfy Self-Evaluation and transition plan requirements and remain within budgetary constraints.

SELF-EVALUATION REQUIREMENTS

ADA regulations require a public entity to evaluate its current services, policies, and practices to determine if they meet the requirements of Title II. If modification of services, policies, and practices is needed, the public entity must make the necessary modifications.

A public entity must also provide an opportunity to interested people, people with disabilities, and organizations that represent people with disabilities, to take part in the Self-Evaluation process, by submitting comments.

A public entity that employs 50 or more persons must maintain its Self-Evaluation on file, make it available for public inspection, and include the following:

- A list of the interested persons consulted
- A description of areas examined and any problems identified
- A description of any modifications made

Other than removing architectural barriers, the best alternative, for providing access to many programs, may be to offer virtual access on a website. Many interactions and transactions that once required face-to-face contact at a public facility can now be accomplished online. MTC recommends at least a top-level review of an entity's website.

To fulfill the requirement for public input, MTC recommends a publication of the Self-Evaluation findings and actions to be taken, to resolve those findings. MTC will name organizations, within the community, that can ask for public comment and feedback, from people with disabilities, on its self-evaluation and transition plan.

TRANSITION PLAN REQUIREMENTS

If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

The plan shall, at a minimum—

- i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- ii) Describe in detail the methods that will be used to make the facilities accessible;
- iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- iv) Indicate the official responsible for implementation of the plan.



The location of a barrier is critical to understanding the need and volume of program use. A marginally non-compliant sidewalk or curb ramp, in a high traffic area, has a greater priority for mitigation than a corner without a curb ramp in a quiet residential neighborhood.





FACILITIES SERVING PEDESTRIAN TRANSPORTATION

MTC will collect data on the existing conditions of pedestrian facilities in the City's public right-of-way, from the public right-of-way to the City facilities. MTC will analyze the existing conditions of pedestrian facilities based on the U.S. Access Board's Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), including the proposed guidelines for Shared Use Paths, where appropriate. Application of PROWAG is consistent with the 2010 ADA Standards permission for equivalent facilitation and is recognized by the Federal Highway Administration (FHWA), as best practices for pedestrian facilities in the PROW.

MTC recommends the most practical and cost-effective methods for removing barriers. However, MTC's approach to priority recommendations does not necessarily prescribe removal of the least difficult barriers first. MTC's priority recommendations set us apart from many in the industry.

MTC bases our priority calculations on a straightforward interpretation of DOJ's regulation, listing the categories of facilities served by pedestrian facilities, in their order of importance (see § 35.150(d) (2)).

MTC has concluded, from experience, that the most important factors, in determining the priority for the removal of a given deficiency in pedestrian facilities, are the factors that evaluate the program access needs and volume of pedestrian traffic expected at a given location. It is the context – the program access demand of a location – not the degree of deficiency that determines priority for resolution of a given finding.

MTC calculates a priority with values for each element finding, the lower the value, the higher the priority. Based on the calculation that MTC applies, barriers that are most likely to prevent program access, located in the highest pedestrian traffic areas – where risk is also highest – are the first to be resolved.

PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY

Pedestrian facilities in the public right-of-way (PROW), i.e., public sidewalks, crosswalks, curb ramps, bus stops, etc., are a public program – pedestrian transportation. The primary function of public sidewalks is to serve transportation needs. The minimal opportunity of people with disabilities to travel even short distances on public sidewalks has a negative impact on their ability to access local services, places of public accommodation, and fixed-route public transit.

WHY PROWAG?

Program access is required even when there are not formal or legally adopted standards that define or prescribe the technical provisions to achieve compliance.

The Federal Highway Administration recognizes Public Right-Of-Way Accessibility Guidelines as "recommended best practices, and [they] can be considered the state of the practice that could be followed for areas not fully addressed by the present ADAAG standards."

PRIORITITIZING REMEDIATION OF FINDINGS

When physical changes to pedestrian facilities are needed to achieve program accessibility, a public entity should develop a transition plan explaining how, when, and who will be responsible for implementing the plan to complete such changes.

The priority is to remove barriers that will most effectively and efficiently make programs accessible. Priority for the remediation of barriers in PROW is essentially a function of location. Locations have priority relative to proximity of entities covered by the ADA. Our team calculates priority of locations starting with the walksheds surrounding covered entities and other locations with high anticipated pedestrian traffic.



Field team noting measurements of a pedestrian signal.



Measuring the slope of a sidewalk ramp.



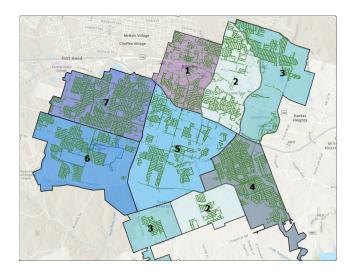
Our team using our data collection tool to collect public right-of-way measurements.

PROJECT WORK ORDERS

MTC has taken the approach of breaking down the data collection efforts into three work orders to allow for the management of collection, analysis, and reporting of the data collected. Taking this approach will enable the City to begin the implementation of barrier removal and incorporating remediations into the City's current Capital Improvement Projects. It also allows the City to receive a draft self-evaluation transition plan (SETP) and an Accessibility Compliance Data Table (ACDT) containing opinions of probable construction costs (OPCC) three times throughout the project rather than at the end.

MTC performed a thorough analysis using spatial and non-spatial data provided by the City from Phase 1 of the facilities' data collection efforts. This data includes geospatial layers and a data table containing each City-owned facility's prioritization.

The facilities are divided into four prioritization categories ranging from 0 - 3.



- Priority level 0 represents the top three City-owned facilities having the highest amount of public interaction and pedestrian foot traffic.
- Priority level 1 represents the remaining facilities with the next highest volume of public interaction.
- Priority level 2 includes any facility primarily shared with the public and City staff members.
- Priority level 3 represents any employee-only facility.

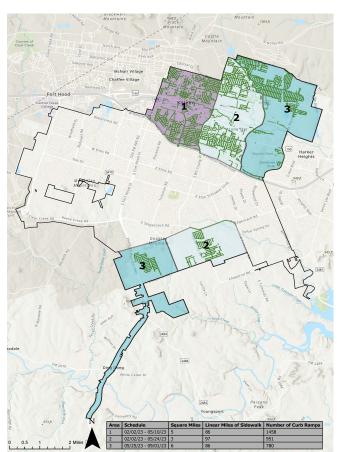
Work order 1 was divided into three targeted areas for the data collection team. Areas 1 - 3 all fall within a one-mile radius of City facilities with a prioritization ranking of 0 and 1. Targeting these areas first allows the City to implement barrier removal six months into the project on pedestrian facilities with the highest pedestrian foot traffic.

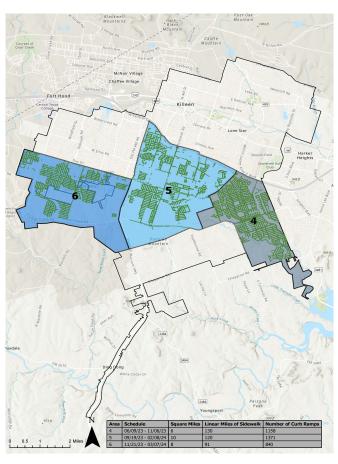
Work order 2 was divided into three targeted areas for the data collection team to begin following the completion of work order 1. Areas 4 - 6 all fall within a one-mile radius of City facilities with a prioritization ranking of 1 and 2. Having these areas as a continuation of work order one allows the City to begin implementing and phasing out work several fiscal years down the road.

Work order 3 comprises Area 7. Area 7 includes residential neighborhoods and City facilities with a prioritization level of 3.

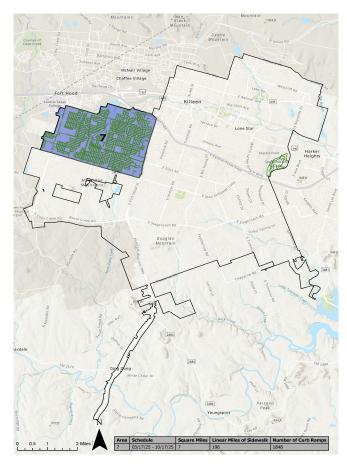
Work Order 1 - PROW Assessment

Work Order 2 - PROW Assessment





Work Order 3 - PROW Assessment



OUR APPROACH

Our project approach is unique based on our broad spectrum of accessibility experience combined with our extensive knowledge of ADA Standards and Regulations, including:

- ➤ 2010 ADA Standards for Accessible Design
- Federal Architectural Barriers Act Accessibility Standards (ABAAS)
- Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- > Federal Standards for Outdoor Developed Areas
- ➤ Web Content Accessibility Guidelines (WCAG)

OUR PROCESS

For the majority of your public pedestrian facilities, our field staff will discover physical barriers. However, it is important to know that all barriers are not created equal.

Based on regulatory requirements, there are three main categories of barrier removal that must be identified in every Self-Evaluation and Transition Plan:

- Primary barriers which prevent access to State or local governments' services, programs, and activities, when viewed in their entirety.
- Barriers which were created by new construction or alterations (i.e. new construction and alterations built after January 26, 1992), which do not comply with enforceable standards at the time of construction.
- Barriers which existed prior to the ADA and currently present no barrier to program access, should be listed in the transition plan, even when there is no current requirement for their removal.

Our objective is to develop a process for the City that will guide decisions of mitigating barriers. Public entities should make each of their services, programs, and activities accessible, when viewed in their entirety. However, the regulations do not necessarily require a public entity to make each of its pedestrian facilities accessible.

Considerations, in prioritizing and scheduling the removal of architectural barriers in pedestrian facilities, also include the concepts of covered entities and their proximity to the right-of-way, usage, and zoning.

PRIORITIES

Our team is continuously improving the technology that we use to collect and analyze facility and public right-of-way data. We also work to improve our approach to assessing program access issues and evaluating priorities.

Our approach requires close interaction with our clients to appreciate the uniqueness of the programs, policies, practices, and populations of each community.

Prioritization of the steps and tasks involved in the selfevaluation process and the development of an ADA transition plan is essential for the effective and efficient use of the resources of a community.

Cost Savings

We understand that budgets are not limitless and barriers may need to be removed to ensure that its programs are accessible to qualified individuals with disabilities, which can require many years of planning and implementation.

We will partner with the City to guide available resources to the most critical barriers that can affect access to programs for the greatest number of people.

PROJECT DATABASE AND MAPS

- Meeting the Challenge uses its own company-developed proprietary compliance software called
 Accessibility Compliance Technology (ACT), specifically designed to support the Self-Evaluation in
 capturing data for facilities, parks, trails, and PROW. ACT allows our project teams to quickly and
 efficiently collect and analyze data while simultaneously performing quality control and maintaining
 data integrity.
- Our software solution integrates with ArcGIS as a centralized cloud-based storage and ESRI application for database maintenance, data collection, and analysis.
- All data collected within the right-of-way will integrate with the City's ArcGIS feature classes, making it an efficient transfer of data.
- Utilizing feature classes allows the City to identify and view the location of each exterior barrier by navigating from an element or attribute to ArcGIS.

TRANSITION PLAN

- MTC will consolidate accessibility compliance findings, within the first draft of the PROW Accessibility
 Compliance Data Table (ACDT), in a format that is easy to understand and used for continued
 compliance efforts. The ACDT will include recommendations, priorities, GPS data, and a tracking
 method for the resolution status of barrier mitigation.
- MTC will provide recommendations to remedy all non-compliant elements of program accessibility, considering viewed in its entirety, extent of feasibility, and fundamental alteration.
- MTC will meet with the City to review the draft documents, identify project priorities, and solicit feedback prior to preparing, producing, and presenting a final draft of the ADA Transition Plan to the City.
- MTC will prepare and present findings at a Q&A Session for City staff and City Project Team to clarify information and finalize process.
- MTC will assist the City in incorporating the facilities draft Self-Evaluation and Transition plan into a final Self-Evaluation and Transition Plan, which can be published for public access.

PUBLIC OUTREACH

Note: Though this is not included in the overall scope of the project. MTC is available to provide guidance on the public outreach process

Public input is an essential component of a Self-Evaluation. MTC may support the City in hosting public outreach meetings and assist in the solicitation of public input by inviting community representatives to participate in the City's Self-Evaluation process. MTC considers public input when developing priorities for removing barriers to accessibility.

MTC will assist the City in preparing a presentation for City Council, which will accompany the final report. The Project Manager and other key project members will be available to present, or co-present, the transition plan and will be available to answer questions that may arise.

PROJECT CLOSE OUT

MTC will prepare a final report for the City, which will include a description of how the Self-Evaluation was administered and the recommendations to remediate programmatic access barriers found. The final report will include an executive summary, as well as a full report. The final report will identify actual and potential barriers to inclusion, including procedural, operational, attitudinal, and physical conditions, and the processes by which they were identified and the processes by which they will be resolved. MTC will include priorities for architectural barrier removal and barrier removal in the Public Right-of-Way that are established by the City. We understand that the information must be concise, yet provide the appropriate level of details so that City Council is able to understand the City's obligation for compliance with the ADA and the actions needed to comply.

MTC has experience presenting findings to City and County government officials. It is encouraged to involve City Council members at the beginning stages of the project, so they are aware of the tasks that will take place. It becomes critical for City Council to understand the scope of the project during the Public Outreach task, when constituents may contact their council member for more information. We have successfully guided past clients through the process of formal adoption of a transition plan by ordinance or resolution by elected officials and publication on your website.

PROPOSED SCHEDULE

SELF-EVALUATION ASSESSMENT (Work Order 1)	Dates				
Kickoff Meeting	Jan 2023				
Area 1	Feb 23 - May 2023				
Area 2	Feb 23 - May 2023				
Area 3	May 23 - Sep 2023				
SELF-EVALUATION ASSESSMENT (Work Order 2)					
Area 4	Jun 23 - Nov 2023				
Area 5	Sep 23 - Feb 2024				
Area 6	Nov 23 - Mar 2024				
SELF-EVALUATION ASSESSMENT (Work Order 3)					
Area 7	Mar 24 - Jul 2024				
PROJECT MANAGEMENT/ADMINISTRATION					
	Jan - Sep 2024				

^{*} **Note**: All Projected Completion Dates may change due to contract award date, inclement weather during data collection, or change orders.

PROJECT COST

SELF-EVALUATION ASSESSMENT (Work Order 1)	COST				
Area 1	\$	143,200.00			
Area 2	\$	154,100.00			
Area 3	\$	143,718.00			
SELF-EVALUATION ASSESSMENT (Work Order 2)					
Area 4	\$	186,779.00			
Area 5	\$	176,848.00			
Area 6	\$	148,434.00			
SELF-EVALUATION ASSESSMENT (Work Order 3)					
Area 7	\$	251,214.00			
TOTAL	\$	1,204,293.00			



PROJECT TEAM

"They immediately distinguished themselves as conscientious, compassionate, and energetic consultants."

- Jason Sanchez City of Cheyenne, WY MTC is recognized as a national expert on ADA Title II regulations that cover state and local governments. Over the past 33 years, MTC has provided ADA technical assistance, training, and implementation for hundreds of Title II entities and tens of thousands of individuals.

PROJEÇT TEAM



MATTHEW LUCIER, CPM Project Manager Colorado Springs, CO



NICK KELLEY, ADAC Deputy Project Manager Colorado Springs, CO



JENNIFER BOEN Client Service Manager Waco, TX



GEOFF AMES, RAS Senior Technical Advisor Colorado Springs, CO

SUPPORT TEAM

David Wegener, Project Manager Ryan Davis, ADAC - Accessibility Specialist Bryce Coop, Accessibility Specialist James Wick, RAS - Accessibility Specialist

MATTHEW LUCIER, CPM

PROJECT MANAGER



Registrations

Certified Project Master (CPM)

Education

B.S. Project Management, Colorado Technical University

Years of Experience 20

Additional Assessments

- Town of Vail, CO
- City of Golden, CO
- City of Lakewood, CO
- City of Littleton, CO
- Town of Timnath, CO

BACKGROUND

Matt is a certified project management professional with 20 years of experience leading Information Technology and Facilities Engineering projects utilizing CMMI, ITIL and PMP methodologies. He has extensive management experience in analysis, schedule management, continuous process improvement and quality management in each project. Matt currently leads our SETP project management team and is responsible for the management of all projects to include the ADA SETP for the Town of Vail, City of Commerce City SETP, Town of Timnath and Town of Castle Rock PROW Assessments.

PROJECT EXPERIENCE

ADA SETP FACILITY, City of Killeen, TX

Project Manager. Led team in a full facility SETP with the data collection, analysis of facilities and parks, Policy reviews, Website Assessment, Knowledge Assessments and the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan for the City of Killeen.

ADA SETP Public Right-of-Way Project, Town of Castle Rock CO

Project Manager. Led project team in the data collection, data analysis and Self-Evaluation reporting of the central district for Public Right-of-Way, 21 miles of sidewalk, 214 curb ramps. Following data collection, led the team in the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan Database for Castle Rock.

ADA SETP, City of Commerce City, CO

Project Manager. Led team in a full SETP with the data analysis of 6 facilities, Policy reviews, Website Assessment, Management Interviews/Surveys and the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan for Commerce City.

DISA Manpower Personnel Engineering Facilities Team Technical Support, Defense Information Systems Agency (DISA), Denver CO

This project supported the DISA Facilities Engineering Division by managing and directing the facility engineering, maintenance programs and raised floor infrastructure for Federal (DoD) data centers. Matt provided the project management to a team of 15 engineers. He provided the contractual oversight between the team and the customer ensuring the project was executed within the cost, scope and schedule of the contract. The team provided site engineering surveys and reports, provide documentation, manage design, construction and maintenance projects, support local site facility management staff and establish facility standards and guidance.

NICK KELLEY, ADAC DEPUTY PROJECT MANAGER



RegistrationsADA Coordinator

Years of Experience

Additional Assessments

- · City of Vail, CO
- City of Golden, CO
- City of Lakewood, CO
- City of Littleton, CO
- Town of Timnath, CO

BACKGROUND

Nick is a certified ADA Coordinator with six years of experience in developing ADA Transition Plans for facilities and public right-of-way. He specializes in the 2010 ADA Standards for Accessible Design and PROWAG. Nick is comfortable providing guidance and interpreting rights and responsibilities related to all disability rights laws for government agencies, architects, engineers, attorneys and business owners.

Nick leverages his technical background to produce projects that are accurate and compliant. He is detail-oriented, organized and produces deliverables that help clients successfully become ADA compliant.

PROJECT EXPERIENCE

ADA SETP, City of Highlands Ranch/Highlands Ranch Metropolitan District, CO

Project Specialist. MTC conducted on-site review of 25 Metro District sites in order to produce a Self-Evaluation and Transition Plan for their Park and Recreation facilities. Responsible for on-site data collection and data analysis.

ADA SETP, Town of Castle Rock Parks & Recreation Department, CO

Project Specialist. Led a project team in the data collection and data analysis of 25 facilities, 24 parks and 8 paved trails. After data collection, led the team in data analysis and development of the Transition Plan Database for Castle Rock.

ADA SETP, Boulder County, Multiple Locations, CO

Accessibility Specialist. Led a project team in the data collection and data analysis of 33 facilities and 32 trailheads.

ADA Self-Evaluation and Transition Plan, City and County of Denver, CO Project

Specialist. MTC partnered with the City and County to create policies, procedures, programs and services to discard of any discrimination. This project also included audits of 116 facilities and 315 parks. After every element and attribute was measured, MTC developed and produced a Transition Plan Database with each element prioritized in order of importance. Responsibilities included data collection, data analysis and Transition Plan Database.

ADA Self-Evaluation and Transition Plan, Larimer County, CO

Project Specialist. MTC conducted an assessment of 16 County-owned facilities and 14 parks. Our teams also collected data for 207 intersections and 150 miles of sidewalk in the PROW. Responsibilities included leading technical teams, field liaison and producing a PROW Transition Plan Database.

GEOFF AMES, RAS SENIOR TECHNICAL ADVISOR



Registrations

Registered Accessibility Specialist: Texas No. 1527

Years of Experience

30

BACKGROUND

Geoff is an accessibility implementation specialist responsible for managing consulting projects for physical accessibility surveys, under the ADA, Proposed Guidelines for Pedestrian Facilities in the PROW and other disability laws. He specializes in helping state and local governments with implementing the regulatory requirements for Self-Evaluation and Transition Plans. Geoff will be responsible for ensuring compliance with all standards and assisting the team with data analysis.

RELEVANT EXPERIENCE

ADA SETP, City of Littleton, CO

Project Manager. During Phase One, we completed a facility survey and developed a Transition Plan Database for Littleton's facilities. Geoff's responsibilities included completing an inventory and review of Littleton's ADA policies; and providing policy templates for recommended ADA policies to confirm compliance with title II regulations.

ADA SETP, City of Arvada, CO

Project Manager. Evaluation of the title II entity's public ROW, which consists of over 600 miles, 1,000 intersections and 3,000 curb ramps. Geoff was a guide for the team on the appropriate standards to be used in the analysis of the data collected. He completed management interviews with City staff and provides ongoing ADA guidance.

ADA Transition Plan, City of Trinidad, CO

Project Manager. We partnered with the City of Trinidad and Department of Justice to set a timeline to complete a Self-Evaluation and Transition Plan for the removal of barriers to accessibility throughout the City. Our team conducted a full assessment of the City's policies, procedures and City-owned facilities.

ADA SETP, Arapahoe County, CO

Project Manager. This project included audits of the County's programs and services, 27 facilities and 1,300 intersections and more than 700 miles of walkways. Geoff provided training on Accessible Pedestrian Facilities in the PROW for the Arapahoe County Road and Bridge Department. This training included accessible PROW design criteria based on the Proposed Guidelines for Pedestrian Facilities in the PROWAG.

ADA SETP, Adams County, CO

Project Manager. This project involved audits of the County's programs, services and 38 facilities and parks. After data analysis, the Transition Plan Database was developed listing all elements and attributes that were checked for compliance. After the database was developed and presented to County stakeholders, the County staff used the database to track their mitigation efforts.

JENNIFER BOEN

Client Service Manager



Education Bachelor of Business Administrator, Baylor University, 2001

Professional Registrations

- American Water Works Association
- Association of Rural Communities in Texas
- Waco Business League

Years of Experience 20

Years with CP&Y 20

BACKGROUND

Jennifer has 20 year of management experience and is the current CP&Y Waco Group Leader. In this role she provides project and client management support to three architects, five engineers and a staff of more than 25 employees. She is responsible for updating business development, financial information and the business planning for the Waco group. She oversees, secures and enforces the utilization and scheduling of staff and deliverables.

She is also involved in client development in both the public and private sectors and works closely with the Cities of Waco and Woodway, McLennan County and many private developers in the Central Texas area.

Jennifer has experience managing diverse groups of projects from design phase through construction closeout. She implemented the use of Sharepoint project management software creating and maintaining SharePoint Project Management Sites for more than 20 projects.

PROJECT EXPERIENCE

- City of Waco 4th Street Road and Utility Improvements
- City of Waco 5th Street Road and Utility Improvements
- City of Waco Flat Rock Road Wastewater improvements
- City of Waco SH6/Loop 340 Utility Relocation
- City of Waco Water System Modeling
- City of Waco Hillcrest Pump Station and Storage Tank
- County Road 913 Sanitary Sewer Line Improvements
- City of Crestwood Sewer S1257
- City of Woodway Fairway Gravity Sewer Replacement
- City of Waco FM 1637 Utility Relocation
- City of Waco FM 1637 Forcemain Utility Relocation
- City of Fort Hood 42-inch Sewer line
- City of Fort Hood Pump Station #7
- City of Killeen Diversion and Trimmier Creek Interceptors Phases I & II
- Klondike Additional Water Line Extension and Improvements
- City of Trophy Club Lift Station Replacement Project
- City of Lexington Wastewater Treatment Plan and Lift Station
- Magnolia Silos Redevelopment Phases I & II
- Mt. Carmel Water Treatment Plant Improvements



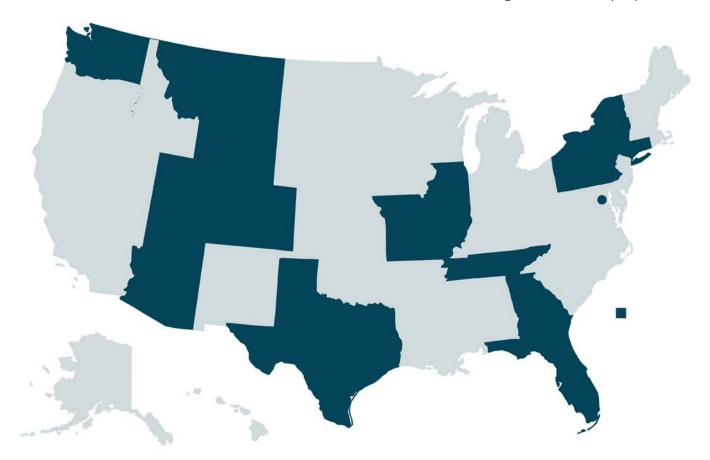
EXPERIENCE

STATE AND LOCAL GOVERNMENT

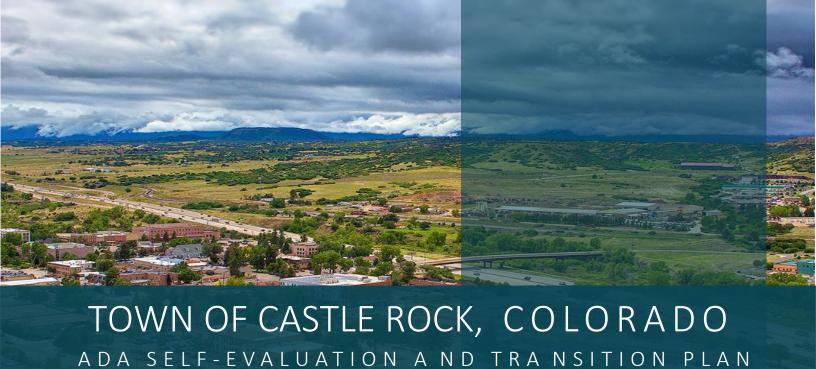
EXPERIENCE

With over 40 successful completions of ADA Self-Evaluation and transition projects, MTC has demonstrated the capability to work with state and local governments throughout the U.S. These projects range from state and local governments who are proactively performing self-evaluation and transition plan projects to comply with the ADA, to Self-Evaluation and transition projects that are required by a Department of Justice enforcement action that have resulted in a Project Civic Access settlement agreement.

MTC is recognized as a national expert on ADA Title II regulations that cover state and local governments. Over the past 33 years, MTC has provided ADA technical assistance, training, and implementation for hundreds of Title II entities and tens of thousands of individuals. Many of these projects and trainings were contracted as the result of a U.S. Department of Justice enforcement action or settlement agreement. Additionally, through Self-Evaluation and transition plan projects, MTC has helped improve ADA accessibility in diverse communities totaling over 25 million people.



MTC'S NATIONAL PRESENCE



The Town of Castle Rock contracted MTC to conduct an on-site review of compliance with the ADA at Town facilities, parks and trails. MTC audited and analyzed the data collected from the 24 facilities, 25 parks and 8 trails identifying and describing barriers, applicable sections of the 2010 Standards and priorities for barrier removal as recommended by the DOJ. The scope of work for this project included the evaluation of the Town of Castle Rocks policies, procedures, practices and programs relative to compliance with Title II of the ADA.

8 Trails

24 Facilities

ina | 2

25 Parks

CLIENT REFERENCE

• Point of Contact: Kristin Read

Title: ADA Coordinator and Assistant
 Town Manager

• Telephone Number: 720.733.3552

Email: kread@crgov.com

YEAR OF COMPLETION
2021

TOTAL PROJECT COST: \$147,475.00



BOULDER COUNTY, COLORADO

ADA SELF-EVALUATION AND TRANSITION PLAN

MTC provided Boulder County with an SETP for 38 facilities, four parks and recreation facilities, a website assessment and 33 trails/ trailheads. MTC partnered with the County's ADA Advisory Team to review County programs, policies and practices to identify potential physical or procedural barriers for people with disabilities. MTC assisted the County with improvement of ADA-related policies to comply with ADA Title II regulations. MTC provided targeted training to County employees to ensure understanding of ADA regulations specific to the duties. MTC facilitated public outreach, including solicitation of comments from stakeholders representing the disability community.

33 Trails/ Trailheads 38+ Facilities 4 Parks/Rec Facilities

CLIENT REFERENCE

• Point of Contact: James Butler

• Title: Lead Architect

Telephone Number: 303.441.4826

Email: jbutler@bouldercounty.org

YEAR OF COMPLETION 2022

TOTAL PROJECT COST: \$199,000.00



CITY OF LITTLETON, COLORADO

ADA SELF-EVALUATION AND TRANSITION PLAN

During Phase One, we completed a facility survey and developed a Transition Plan Database for Littleton's facilities. We also completed an inventory and review of Littleton's ADA policies and provided policy templates for recommended ADA policies to comply with ADA Title II regulations.

For Phase Two, a survey and analysis of Littleton's pedestrian facilities in the PROW was completed. We provided a Transition Plan Database with findings and GPS data compatible with the City's GIS database. Findings were prioritized based on location and program access demand and given rough order of magnitude estimates of mitigation difficulty. MTC was also engaged to perform Phase Three of this project, which required opinions of probable construction costs, with design standards, for correction of findings in the public right-of-way, along with a logical organization and prioritization of projects necessary to improve accessibility throughout the City. We also provided additional ADA consulting services including a Littleton website accessibility assessment and training for City management and staff, targeted toward needs identified in management interviews and staff surveys.

1150 Intersections 500+

Miles of Sidewalk 19 Facilities

CLIENT REFERENCE

• Point of Contact: Keith Reester

• Title: Director of Public Works

Telephone Number: 303.795.3866

Email: kreester@littletongov.org

YEAR OF COMPLETION
2020

TOTAL PROJECT COST: \$84,000.00



CITY OF ARVADA, COLORADO ADA SELF-EVALUATION AND TRANSITION PLAN

The project scope included review of the City's programs, policies and practices. Program access was also evaluated, based on management interviews, a staff ADA knowledge survey and a technical audit and user testing of the City's website. MTC collected accessibility data for the City's buildings, parks and recreation facilities and pedestrian facilities in public rights-of-way. The scope included 24 City buildings, 113 parks and recreation facilities. 796 miles of sidewalks and 10.894 curb ramps. Our team's duties included administration of ArcGIS Online environment including the configuration and performance monitoring of ArcGIS Collector and Survey123 mobile data collection and ADA inspection applications. We provided the client with bi-weekly progress maps that communicated the number of total inspections, miles of sidewalk inspected and overall project status. An ADA Transition Plan was completed through collaborative efforts of MTC and the City staff. MTC worked with the City's Public Information Office to facilitate virtual and inperson public meetings. The draft Transition Plan was also published on the City's website for public comment. Public comments were documented in the final Transition Plan presented to City Council.

CLIENT REFERENCE

• Point of Contact: Kim Vagher

• Title: City Facilities Manager

• Telephone Number: 720.898.7000

Email: kvagher@arvada.org

YEAR OF COMPLETION
2021

TOTAL PROJECT COS

T: \$389,160.00

REFERENCES

"We couldn't have selected a better partner for such an extensive project. The outcome was a fully documented, well-organized, Transition Plan with supporting data that we were able to use for planning our course of action."

- Jeff Baker Arapahoe County Commissioner

REFERENCES

In addition to the project references provided in our relevant experience section, we invite the City to speak with any of our past and current clients about services we have performed for their projects.

TOWN OF CASTLE ROCK, CO

Kristin Read



ADA Coordinator and Assistant Town Manager

720.7333.3552

kread@crgov.com

BOULDER COUNTY, CO

James Butler



Lead Architect

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jbutler@bouldercounty.org

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Keith Reester



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Kim Vagher



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COMMERCE CITY, CO

Brennan Mendus



Risk Manager

303.227.8796

bmendus@c3gov.com



Our field technician measuring the height of signage in a parking lot.



Our field team measuring the height of a service counter.



Smart level measuring the slope of an accessible parking space.

SAMPLE DELIVERABLES

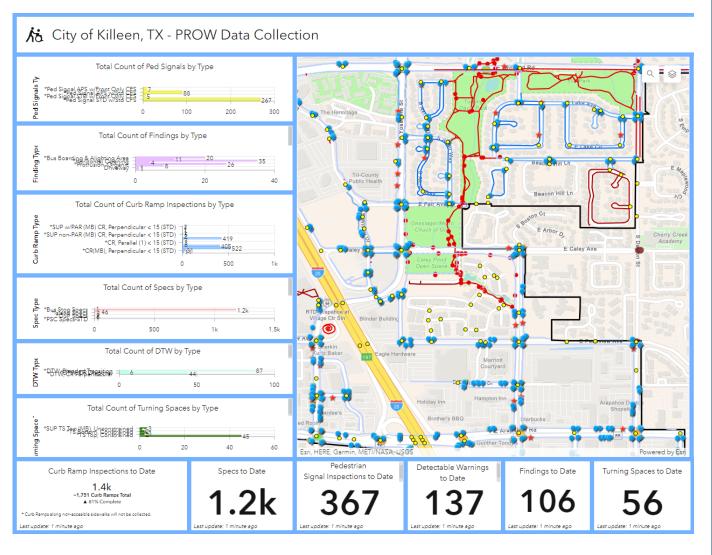
"MTC/CP&Y were outstanding partners to the City of Littleton as we created our firstever ADA Transition Plan. Their knowledge and experience paired with a collaborative problem-solving approach were essential in us developing a plan that outlines our community needs and a strategy to back that up."

> Keith Reester Public Works Director

PROW - Dashboard

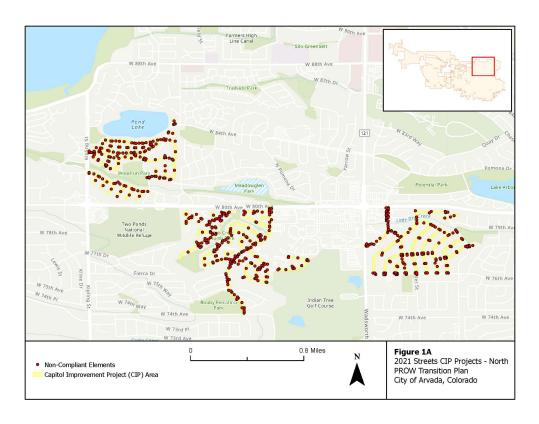
SAMPLE PUBLIC RIGHT-OF-WAY DASHBOARD

During project status meetings, MTC will display a dashboard of the progress of the data collection efforts. This dashboard is be used throughout the project to review the progress of the collection team.



PROW - Prioritized Areas for Barriers

These maps show prioritized areas for barrier removal, overlaid onto existing CIP projects.





PROW - Photo Location Finding

Photographs are attached to location data points.

PHOTOGRAPH 1

11th St, Boulder, CO 80302



PHOTOGRAPH 2

4295 Eaton Ct, Boulder CO, 80303



PROW - Curb Ramp Inspection Photo Log

Photographs are attached to location data points.



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PROW - TRANSISTION PLAN DATABASE

The Transition Plan Database is provided in a filterable, searchable format that can be amended as barriers are removed

ı	2021 BASE YEAR	GRAND TOTAL	GRAND TOTAL COST	IMPROVEMENTS
ı	GRAND TOTAL COST	COST	REMAINING	COMPLETED
ı	\$1,318,059.00	\$1,318,059.00	\$1,318,059.00	\$0.00

ELEN/																
ELEIV	ELEMENT INFO		LOCATION INFO			COMPLIANCE IN	NFO PRIORITY INFO			REMEDIATION INFO						
Asset ID	Asset	Latitude	Longitude	Intersection ID	Intersection Name	LengthFT	Finding	Citations	Zone	Program Access Valu	Program Score	Mitigation Difficulty	Priority Score	Recommendation 1		
272	*Sidewalk Specs	39.368617	-104.859603	100053	Phelps St - S Wilcox St	62	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
273	*Sidewalk Specs	39.373861	-104.860115	100017	Fifth St - N Wilcox St	286	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
274	*Sidewalk Specs	39.374279	-104.860698	100019	Fifth St - Jerry St	251	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
275	*Sidewalk Specs	39.373814	-104.858511	100046	Fifth St - N Perry St	288	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
276	*Sidewalk Specs	39.368083	-104.860570	100054	Fair St - S Wilcox St	36	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
277	*Sidewalk Specs	39.374880	-104.859283	100014	Alley - Sixth St	306	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
278	*Sidewalk Specs	39.374460	-104.859314	100021	Fifth St - Alley	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
279	*Sidewalk Specs	39.371156	-104.858251	100038	Second St - N Perry St	164	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
280	*Sidewalk Specs	39.365298	-104.859997	100056	Miller Ct - S Perry St	106	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
281	*Sidewalk Specs	39.365382	-104.860255	100056	Miller Ct - S Perry St	60	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
282	*Sidewalk Specs	39.368620	-104.860000	100053	Phelps St - S Wilcox St	78	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.366055	-104.863038	100058	E Plum Creek Pkwy - S	132	Walking surface cross slope		Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.365186	-104.859581	100061	Miller Ct - Dead End	155	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
285	*Sidewalk Specs	39.371758	-104.859345	100036	Second St - Alley	304	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
286	*Sidewalk Specs	39.374928	-104.858500	100047	Sixth St - N Perry St	306	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
287	*Sidewalk Specs	39.374062	-104.861206	100028	Jerry St - Alley	138	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
288	*Sidewalk Specs	39.375299	-104.859258	100015	Sixth St - N Wilcox St	51	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
289	*Sidewalk Specs	39.365810	-104.859086	100056	Miller Ct - S Perry St	596	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
290	*Sidewalk Specs	39.365380	-104.859699	100061	Miller Ct - Dead End	220	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
291	*Sidewalk Specs	39.366944	-104.861806	100055	Briscoe St - S Wilcox St	293	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
292	*Sidewalk Specs	39.370754	-104.859936	100037	Second St - N Wilcox St	313	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
293	*Sidewalk Specs	39.368644	-104.860391	100003	South St - N Wilcox St	302	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
294	*Sidewalk Specs	39.369058	-104.859750	100003	South St - N Wilcox St	105	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
295	*Sidewalk Specs	39.371760	-104.859900	100034	Third St - N Wilcox St	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
296	*Sidewalk Specs	39.373409	-104.859305	100032	N Wilcox St - Fourth St	273	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
297	*Sidewalk Specs	39.365636	-104.860355	100056	Miller Ct - S Perry St	165	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
298	*Sidewalk Specs	39.372819	-104.861469	100027	Jerry St - Fourth St	286	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.366218	-104.862501	100058	E Plum Creek Pkwy - S	195	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
300	*Sidewalk Specs	39.375313	-104.860639	100015	Sixth St - N Wilcox St	290	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
301	*Sidewalk Specs	39.373802	-104.858773	100046	Fifth St - N Perry St	286	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.372366	-104.859302	100034	Third St - N Wilcox St	277	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.371327	-104.859066	100038	Second St - N Perry St	128	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.367791	-104.860821	100054	Fair St - S Wilcox St	127	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.365264	-104.861008	100060	E Plum Creek Pkwy - S	121	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.376457	-104.860065	100012	N Wilcox St - Seventh	90	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.366956	-104.861559	100055	Briscoe St - S Wilcox St	66	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		
	*Sidewalk Specs	39.374916	-104.859842	100035	Sixth St - N Wilcox St	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.		

TO CONCLUDE,

MTC understands the significant importance of a successful and timely completion of the City's ADA Self-Evaluation and Transition Plan. MTC is committed to accomplish this project, with an outstanding conclusion.

Meeting the Challenge is uniquely suited for this project because of its sole focus on disability rights laws consulting for the past 33 years and its experience developing ADA Self-Evaluations and Transition Plans for cities, towns and counties with a total population of over 23 million people.

Should the need for future engineering and architectural services arise, MTC is a CP&Y company, a full-service engineering and architectural company with 400 employees and 14 locations across 4 states. Since 1980, CP&Y has provided innovative and progressive engineering and architectural services. Over the past three decades, CP&Y has delivered advanced solutions for multi-discipline infrastructure projects. More than 87% of CP&Y assignments come from repeat clients.

By choosing Meeting the Challenge for the City of Killeen's ADA Self-Evaluation and Transition Plan project, you can be assured the final outcome will be a Self-Evaluation and Transition Plan that will be delivered on time, within budget, easy to understand and implement, and fully compliant with the ADA.

THANK YOU FOR YOUR CONSIDERATION



Meeting the Challenge, Inc., A CP&Y Company

3630 Sinton Road, Suite 103, Colorado Springs, CO 80907

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

PROJECT: American with Disabilities

Phase II – Self Assessment of Public Rights of Way and Transition Plan

This is an agreement by and between the City of Killeen, Texas, a Texas home rule City (hereinafter called **CITY**), acting through its duly authorized agent, Kent Cagle, City Manager, and **CP&Y/Meeting the Challenge**, (hereinafter called **CONSULTANT**).

WHEREAS the CITY desires to obtain professional consulting services for the ADA Self-Assessment of Public Rights of Way and Transition Plan related to the Americans with Disabilities Act, hereinafter called the **PROJECT**; and

WHEREAS, the CONSULTANT is qualified and capable of performing the professional consulting services proposed herein, is acceptable to the CITY, and is willing to enter into an Agreement with the CITY to perform such services.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements contained this Agreement, the parties do mutually agree as follows:

ARTICLE 1 PROJECT

1.1 The CITY agrees to retain the CONSULTANT, and the CONSULTANT agrees to perform professional consulting services for the PROJECT as an independent contractor and professional consultant as set forth in the sections following; and the CITY agrees to pay, and the CONSULTANT agrees to accept payments as specified in the sections following as full and final compensation for the work accomplished.

ARTICLE 2 BASIC SERVICES TO BE PROVIDED BY CONSULTANT

2.1 The CONSULTANT will render professional services necessary for the PROJECT. Upon receipt of the CITY's written authorization, the CONSULTANT will perform basic services as outlined in the Proposal dated December 15, 2022, attached hereto, and incorporated herein for all purposes as Exhibit A. In the event of a conflict between the terms and conditions of this Agreement and the Proposal, the term or condition most favorable to the City, in the City's sole discretion, shall control.

ARTICLE 3 ADDITIONAL SERVICES TO BE PROVIDED BY CONSULTANT

3.1 The services set forth in Article 2 will be considered sufficient to perform the work. The consulting services set forth hereinafter as Additional Services are not included as part of the basic services to be provided by the **CONSULTANT** under Article 2. It is recognized that

the elements of such consulting work cannot be accurately predetermined or controlled entirely by the **CONSULTANT.** Therefore, such consulting work will be performed as Additional Services.

- **3.2** The **CONSULTANT** will furnish Additional Services only when agreed between **CITY** and **CONSULTANT** in writing in an amendment to this Agreement.
- 3.3 Such services may include: Public Right-of Way Self-Assessment, Public Outreach and finalization of the complete Transition Plan
- **3.3.1** Appearing before State and other regulatory agencies.
- **3.3.2** Preparing to serve or serving as an expert witness on behalf of the **CITY** in connection with any public hearing, arbitration or legal proceeding.
- **3.3.3** Revising drawings, specifications, or other documents which have been previously approved by **CITY** to accomplish changes not initiated by the **CONSULTANT** which would require substantial change.

ARTICLE 4 COMPENSATION

4.1 PAYMENT FOR BASIC SERVICES

- **4.1.1** For basic services, **CONSULTANT** will be paid an amount not to exceed \$1, 204,293.00.
- **4.1.2** Based on the application for payment submitted by the **CONSULTANT** and approved by the **CITY**, the **CITY** will make progress payments associated with each Work Order and City Assessment Area as outlined in the proposed schedule for basic services. The application for payment shall be computed on the amount of time and progress of the services shown in Exhibit A.
- **4.1.3** In no event will the **CONSULTANT** ever be paid more than the total amount of services performed on the date that the **CONSULTANT** is notified that the **CITY** does not wish to proceed with the **PROJECT**, or otherwise terminates this agreement in accordance with the termination clause contained in Article 9.
- **4.1.4. CONSULTANT** agrees and certifies in accordance with the Texas Professional Services Procurement Act that the professional fees charged under this Agreement may not exceed any maximum provided by law.
- **4.1.5 CONSULTANT** will allow **CITY** or its representative to perform audits, if necessary, to verify the hours worked and the expenses incurred contained in applications for payment.

4.2 PAYMENT FOR ADDITIONAL SERVICES

- **4.2.1** Payment for additional services will be determined by needs requested and defined by the CITY and additional scope of services to be performed. For any additional services provided, the **CONSULTANT** will be compensated in accordance with fees established and agreed upon between **CITY** and **CONSULTANT** in writing as an amendment to this agreement pursuant to Article 3.
- **4.2.2** Payment for Additional Services authorized by amendment to this agreement will be made monthly, based upon presentation of an application for payment to the **CITY** sufficient to show the work accomplished.

ARTICLE 5 CITY OBLIGATIONS

- **5.1** In general, the **CITY** agrees to:
 - **5.1.1** Provide available criteria and full information as to the **CITY'S** requirements for the **PROJECT.**
 - **5.1.2** Assist the **CONSULTANT** by placing at his/her disposal all available written data pertinent to previous operations, reports, and any other data affecting the consulting services for the **PROJECT.**
 - **5.1.3** Respond promptly in writing to requests by the **CONSULTANT** for authorization to proceed with specific activities deemed desirable.
 - **5.1.4** Examine documents submitted by the **CONSULTANT** and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the **CONSULTANT'S** services.
 - **5.1.5** Furnish required information as expeditiously as necessary for the orderly progress of the work.
- 5.2 The CONSULTANT will be entitled to rely upon the information provided by the CITY regarding decisions made by CITY; further, all notices or information will be deemed made when conveyed in writing to Leslie Hinkle Executive Director of Community Development.

ARTICLE 6 PROJECT DOCUMENTS

- **6.1** All documents, including but not limited to, tracings, drawings, estimates, specifications, investigations, and studies completed or partially completed, will be the property of the **CITY**.
- **6.2 CONSULTANT**, its subcontractors, agents, and employees will be liable to **CITY** for any loss or damage to any such documents while they are in the possession of or while being worked upon by the **CONSULTANT** or CONSULTANT'S agents, employees, or officers. All documents so lost or damaged will be replaced or restored by **CONSULTANT** without cost to the **CITY**.

ARTICLE 7 NOTICE TO PROCEED; SCHEDULING OF WORK

7.1 It is understood and agreed that the **CONSULTANT** will work as an Independent Contractor but the **CITY** will have ultimate control of the services to be rendered, and that no work will be done under this Agreement until the **CONSULTANT** is instructed in writing to proceed with the work, and he shall complete his work within twenty (20) months from notice from City to proceed.

ARTICLE 8 ASSIGNMENT

8.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.

ARTICLE 9 TERMINATION

- 9.1 In connection with the work outlined in this Agreement, it is agreed and fully understood by the CONSULTANT that the CITY may cancel or indefinitely suspend further work hereunder or terminate this Agreement for convenience or cause upon thirty (30) days written notice to the CONSULTANT with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement will cease. Before the end of such thirty (30) day period CONSULTANT will invoice CITY for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement. All drawings, field surveys, maps, estimates, investigation, studies, and other data work related to the PROJECT will become the property of the CITY upon termination of this Agreement.
- **9.2** Nothing contained in paragraph 9.1 above will require the **CITY** to pay for any work which is unsatisfactory as determined by the **CITY** or which is not submitted in compliance with the terms of the Agreement. The **CITY** will not be required to make any payments to the **CONSULTANT** when the **CONSULTANT** is in default under this Agreement, nor will this article constitute a waiver of any rights, at law or at equity, which the **CITY** may have if the

CONSULTANT is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

- 9.3 CONSULTANT understands and agrees that time is of the essence and that any failure of the CONSULTANT to complete his services within the time limit established herein will constitute a material breach of this Agreement. The CONSULTANT will be fully responsible for any delays or for failures to use his best efforts in developing contractual documents in accordance with the terms of this Agreement. Where damage is caused to the CITY due to the CONSULTANT'S failure to perform in this manner, the CITY may withhold all or any portion of the CONSULTANT'S payments hereunder without waiver of any of the CITY'S additional legal rights or remedies.
- 9.4 The CONSULTANT will have the right to terminate this Agreement for cause, on thirty (30) days written notice to the CITY should the CITY fail to satisfactorily perform its obligations herein. In the event of termination, the CONSULTANT will be paid for all services rendered to date of termination. In the event of termination hereunder, CONSULTANT will invoice CITY for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.
- 9.5 Notwithstanding anything contained herein to the contrary, the **CITY** will have the right to withdraw from this Agreement on the last day of **CITY'S** current fiscal year in the event of non-appropriation of funds by its governing body.

ARTICLE 10 VENUE

10.1 Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, reasonable attorney's fees, and reasonable expert witnesses' and consultants' fees.

ARTICLE 11 ENTIRE AGREEMENT

11.1 This instrument represents the entire understanding between the CITY and the CONSULTANT in respect to the PROJECT and may only be modified in writing signed by both parties.

ARTICLE 12 UNLAWFUL PROVISIONS DEEMED STRICKEN

12.1 If this Agreement contains any unlawful provisions not an essential part of the Agreement, and which shall do not appear to have been a controlling or material inducement

to the making thereof, such unlawful provisions shall be of no effect. Upon the ruling of a court of competent jurisdiction, the unlawful provision shall be considered stricken from the Agreement without affecting the remainder of the Agreement.

ARTICLE 13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

13.1 Approval by the **CITY** will not constitute nor be deemed a release of the responsibility and liability of the **CONSULTANT**, his employees, subcontractors, agents and consultants for the accuracy and competency of their designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the **CITY** for any defect in the designs, drawings, or other documents prepared by the **CONSULTANT**, his employees, subcontractors, agents and consultants.

ARTICLE 14 STANDARD OF CARE

14.1 Services performed under this agreement shall be by a licensed CONSULTANT, if a license is required by the CONSULTANT'S profession, and shall be executed with the professional skill and care ordinarily provided by competent CONSULTANTS in the same or similar locality under the same or similar circumstances and professional license, and shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent CONSULTANT.

ARTICLE 15 INDEMNIFICATION

- THE CONSULTANT WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' CONSULTANTS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF **INTENTIONAL** NEGLIGENCE. TORT, INTELLECTUAL **PROPERTY** INFRINGEMENT, BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT, CAUSED BY CONSULTANT OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM CONSULTANT IS LIABLE, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT.
- 15.2 THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

ARTICLE 16 CONFIDENTIALITY

16.1 All information obtained during the execution of this Agreement by **CONSULTANT** is deemed confidential. Disclosure of information by **CONSULTANT** not authorized by **CITY** in writing will constitute a material breach of this Agreement.

ARTICLE 17 INSURANCE

- 17.1 The CONSULTANT will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by CONSULTANT's negligent act, or error or omission in an amount of not less than \$1,000,000 general aggregate. CONSULTANT agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. CONSULTANT further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if CONSULTANT changes insurance carriers during this extended indemnity period.
- **17.2 CONSULTANT** will further maintain general commercial liability coverage \$1,000,000 per occurrence (Bodily injury and property damage). **CONSULTANT** will maintain Automobile Liability coverage in an amount of \$500,000 Combined single limit for each accident (Bodily injury and property damage). CONSULTANT will maintain Professional Liability Insurance \$1,000,000 general aggregate.
- **17.3 CONSULTANT** further agrees that with respect to the above required liability insurances, the **CITY** will:
 - 1. Be named as additional insured for general liability insurance.
 - 2. Be provided with a waiver of subrogation, in favor of CITY.
 - 3. Be provided with <u>30 days</u> advance written notice of cancellation, nonrenewal, or reduction in coverage (all 'endeavor to' and similar language of reservation stricken from cancellation section of certificate).
 - 4. Prior to execution of this Agreement, be provided with either their original Certificate of Insurance or insurance policy evidencing the above limits and requirements, subject to approval by the **CITY**.
- 17.4 The insurance requirements set out in this section are independent from all other obligations of CONSULTANT under this Agreement and apply whether or not required by any other provision of this Agreement.

ARTICLE 18 COMPLIANCE WITH LAWS

18.1 The **CONSULTANT**, his consultants, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinances of the City of Killeen, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

ARTICLE 19 CONSULTANT'S CERTIFICATION

- **19.1 CONSULTANT** certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the **CITY**.
- 19.2 CONSULTANT certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. CONSULANT further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189. Texas Government Code, Chapter 2274 the CONSULTANT verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809. Texas Government Code, Chapter 2274 the CONSULTANT verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

ARTICLE 20 NOTICES

20.1 This Agreement will be administered on the **CITY'S** behalf by Leslie Hinkle Executive Director of Community Development. All notices, documentation, or questions arising under this Agreement should be addressed to:

Leslie Hinkle Executive Director of Community Development P.O. Box 1329 Killeen, TX 76540

All written notices from **CITY** to **CONSULTANT** will be addressed to the **CONSULTANT** as follows:

Matt Lucier, Project Manager Meeting the Challenge, Inc. A CP&Y Company 3630 Sinton Road, Suite 103 Colorado Springs, CO 80907

ARTICLE 21 CAPTIONS

21.1 The captions of this Agreement are for information purposes only and will not in any lay affect the substantive terms and conditions of this Agreement.

ARTICLE 22 NON-WAIVER

22.1 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.

ARTICLE 23 EXECUTION OF AGREEMENT

undersigned Parties who acknowledge that the	EED TO this day of, 2023, by the ey have read and understand this Agreement and that local, State, and Federal laws, and the undersigned pluntarily and of their own free will.
THE CITY OF KILLEEN, TEXAS	CONSULTANT
Kent Cagle, City Manager	R. Shane Wade, Senior V.P. Director of Operations - Meeting the Challenge, A CP&Y Company

EXHBIT A Proposal -CP&Y Meeting the Challenge December 15, 2022

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

						1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and country of business. CP&Y, Inc. San Antonio, TX United States	Certificate Number: 2023-973992 Date Filed:				
2	Name of governmental entity or state agency that is a party to being filed. City of Killeen	01/19/2023 Date Acknowledged:				
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be property Evaluation Professional Services			the con	tract, and pro	vide a
4	Name of Interested Party	City, State, Country	(place of busine	_ ` ⊢		f interest oplicable) Intermediary
Ko	ohler, Chuck	New York City, N	Y United States		X	
Κe	elly, Greg	New York City, N	Y United States	Х		
Ro	pohms, J.J.	Austin, TX United	States		Х	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Shane Wade	,	and my date of I	oirth is _	3/2/1973	·
	My address is 1820 Regal Row, Suite 200 (street)	Dallas (city)	, _TX	ate)	75235 (zip code)	, <u>USA</u> . (country)
	I declare under penalty of perjury that the foregoing is true and corr	rect.				
Executed in <u>Dallas</u> County, State of <u>Texas</u> , on the <u>23rd</u> day of <u>Janu</u> (mont				y of <u>Januar</u> (month)	y, 20 23 (year)	
		Signature of authori	zed agent of cont (Declarant)	racting t	ousiness entity	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. OFFICE USE O							
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received						
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.							
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.							
Name of vendor who has a business relationship with local governmental entity.							
Meeting the Challenge, Inc., a CP&Y Company							
	check this box if you are filing an update to a previously filed questionnaire. (The law requires that you life an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which						
Name of local government officer about whom the information is being disclosed.							
N/A							
Name of Officer							
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.						
N/A							
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	kely to receive taxable income,						
Yes No N/A							
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?							
Yes No N/A							
Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.							
N/A							
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d							
R. Shone Valu							
	8/2023 Pate						
- 3	aio						

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

PROFESSIONAL SERVICES AGREEMENT FOR PHASE II PUBLIC RIGHTS OF WAY ASSESSMENT – ADA REQUIREMENTS

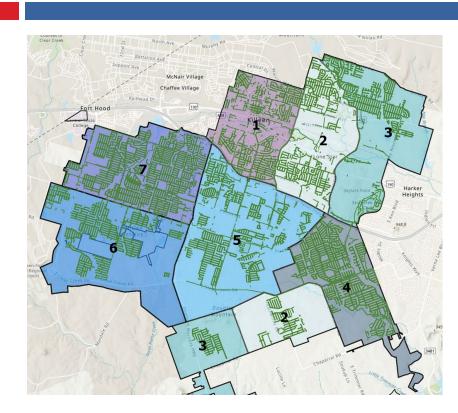
- In June 2021, the City entered into a 3-year Settlement Agreement with Department of Justice that required the City to complete a self assessment of all city facilities, programs, activities, and public rights of way
- The City recently completed the city facilities, programs, & services assessment – Phase I
- Phase II will consist of assessing all streets, sidewalks and curb ramps for ADA compliance

- CP&Y/Meeting the Challenge presented the City with a proposal to complete the assessment for all public right of way
- Proposal estimated completion in 20 months due to the volume of streets, sidewalks and curb ramps.

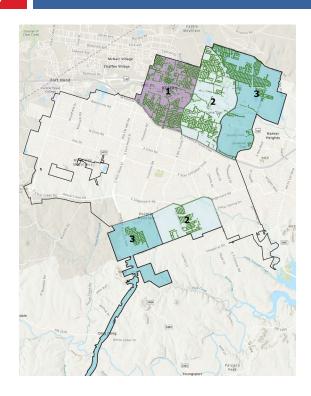
Information

- Proposal will address the work into 7 areas of the city:
 - □ Area 1,2,3 Highest priority due to pedestrian traffic and oldest areas of city
 - □ Areas 4,5,6 Areas south of I-14
 - □ Area 7 The most western area of the city

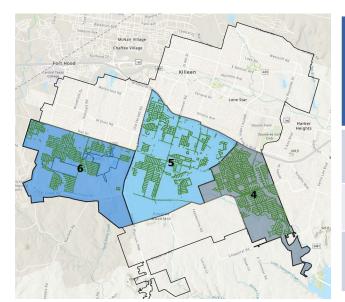
Phase II – Project Areas



Areas 1, 2, 3 – Highest Priority

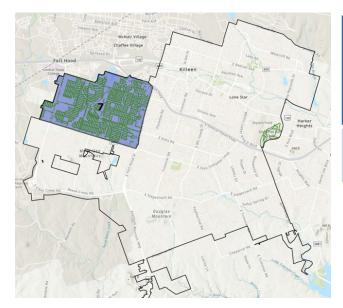


Area	Schedule	Square Miles	Linear Miles (Side Walk)	No. of Curb Ramps
1	Feb 23 – May 23	7	196	1848
2	Feb 23 – May 23	3	97	951
3	May 23 — Sep 23	6	86	780



Area	Schedule	Square Miles	Linear Miles (Side Walk)	No. of Curb Ramps
4	Jun 23 – Nov 23	6	130	1158
5	Sep 23 – Feb 24	10	120	1371
6	Nov 23 – Mar 24	8	91	840

Area 7 – Western Area



Area	Schedule	Square Miles	Linear Miles (Side Walk)	No. of Curb Ramps
7	Mar 24 – Jul 24	6	130	1158

Project Schedule

	Task	Dates
Work Order 1		
Area 1		\$143,200.00
Area 2		\$154,100.00
Area 3		\$143.718.00
Work Order 2		
Area 4		\$186 , 779.00
Area 5		\$176,848.00
Area 6		\$148,434.00
Work Order 3		
Area 7		\$251,214.00
	TOTAL	\$1,204,293.00

329

Project Schedule

Task	Dates
Kickoff Meeting	Feb 2023
Work Order 1	
Area 1	Feb - May 2023
Area 2	Feb - May 2023
Area 3	May - Sep 2023
Work Order 2	
Area 4	Jun - Nov 2023
Area 5	Sep 2023 - Feb 2024
Area 6	Nov 2023 - Mar 2024
Work Order 3	
Area 7	Mar - Jul 2024
Project Management / Administration	Feb 2023 - Sep 2024

Transition Plan - Final

- Following the analysis of collected data a final transition plan will be developed which will contain all identified findings from both Phase I and Phase II.
- All barriers will be identified to remediate with cost and schedule.

Alternatives

- Do not approve the Professional Services Agreement with CP&Y-Meeting the Challenge for the assessment of public rights of way
- Approve the Professional Services Agreement with CP&Y-Meeting the Challenge for the assessment of public rights of way

Recommendation

Staff recommends city council approve the Professional Services Agreement with CP&Y-Meeting the Challenge for the assessment of public rights of way and allow the City Manager or designee to execute the agreement and sign for any change orders allowed by state and local law.



City of Killeen

Staff Report

File Number: RS-23-042

Consider a memorandum/resolution authorizing a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court Complex, in the amount of \$108,295.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Danielle Singh, Assistant City Manager

SUBJECT: Authorize a Professional Service Agreement with Brinkley Sargent Wiginton Architects, Inc. in the amount of \$108,295 for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court Complex.

BACKGROUND AND FINDINGS:

City Council directed City Staff to look into a Bond Election in 2023. In order to get accurate cost estimates for this type of project, a needs assessment and conceptual design by an architectural firm is necessary.

City Staff negotiated a professional services agreement with Brinkley Sargent Wiginton Architects, Inc. (BSW) to conduct a needs assessment and develop a conceptual layout and project phasing of a new City Hall and Municipal Court Complex.

Total Fees and Reimbursable Costs Breakdown:

Brinkley Sargent Wiginton Architects (Exhibit A) \$87,070

 CP&Y Engineers (Exhibit B)
 \$ 17,225

 Reimbursables (Exhibit B)
 \$ 4,000

 Total
 \$108,295

BSW will provide the following scope of Services:

- Kickoff Meeting/Project Start-Up
- Tour existing facilities to determine goals and expectations of the project
- New facility needs assessment
- Initial Concept Layout
- Initial Concept Project Budget
- Revised Project Budget/Initial Exterior Design
- Final Project Budget/Final Exterior Design

- Presentation to City Council
- Final Deliverable

THE ALTERNATIVES CONSIDERED:

- Do not authorize a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court Complex.
- 2. Reject the Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc. and select another architectural firm.
- Authorize a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc.
 for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court
 Complex.

Which alternative is recommended? Why?

Staff recommends alternative 3, which is to authorize the City Manager to execute a Professional Services Agreement with Brinkley Sargent Wiginton Architects.

CONFORMITY TO CITY POLICY:

This item confirms to state and local policies.

FINANCIAL IMPACT:

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

The fee for services is \$108,295.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund account 349-8932-493.69-01.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or his designee to enter into a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., in an amount of \$108,295 for a needs assessment and a conceptual layout of a new Killeen City Hall and Municipal Court Complex and that the City Manager or his designee, is expressly authorized to execute any and all change orders with the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties
Contract Verification

CITY OF KILLEEN NEW CITY HALL AND MUNICIPAL COURT ARCHITECTURAL PROGRAMMING, CONCEPTUAL LAYOUT AND PHASING DESIGN

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into on the date last stated below between the **City of Killeen** hereinafter called **"CLIENT"**, acting by and through Kent Cagle, City Manager, duly authorized to act on behalf of the CLIENT and **Brinkley Sargent Wiginton Architects, Inc.**, hereinafter called **"ARCHITECT"**, acting by and through Denny Boles, Principal, duly authorized to so act on behalf of the ARCHITECT.

WHEREAS, the CLIENT desires PROFESSIONAL CONSULTING services in connection with the **NEW CITY HALL AND MUNICIPAL COURT** of Killeen, Texas, hereinafter called the **"PROJECT"**; and

WHEREAS, the CLIENT has determined that the ARCHITECT has experience in the area involved in the Project and is qualified to perform the work, and the ARCHITECT is willing to enter into a contract with the CLIENT to perform the SERVICES desired by the CLIENT connection with the PROJECT.

THE CLIENT AND ARCHITECT AGREE AS FOLLOWS:

The CLIENT hereby retains the ARCHITECT and ARCHITECT's subconsultants to perform PROGRAMMING, CONCEPTUAL DESIGN and PHASING services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of ARCHITECTURAL PROGRAMMING, CONCEPTUAL LAYOUT AND PHASING DESIGN services to be performed by the ARCHITECT shall be as follows:

Task 1.A Kick-Off Meeting / Project Start-Up Meeting #1

The general approach to the project will be to involve all stakeholders as determined by the City's Project Management Team. This includes dialogue during the programming process, as well as recommendations coming out of this process. The process will be one of forecasting future needs, cost projections and recommendation for the PROJECT. This will outline a long-range plan for the PROJECT for the next 20 years. This will begin with a kickoff meeting as outlined below:

Meeting between ARCHITECT and CLIENT. Below is an outline of topics to be covered:

- A. Team introduction and roles
- B. Confirm project understanding and scope of services
- C. Project coordination for scheduling departmental meetings
- D. Discuss other relevant reports and clarify as needed (if applicable)
- E. Confirm Facilities and Departments included in report

- F. Review draft schedule
- G. Identify goals and objectives and how report will be used
- H. Identify City participants and decision makers
- I. Review decision making process
- J. Review of Peer Cities to be used for bench-marking purposes

The GOAL of this project is to provide options for maximizing the benefit of improvement dollars through careful analysis of present and future needs.

Task 1.B Tour Existing City Halls and Municipal Courts Meeting #2

- A. Site Visits ARCHITECT will tour existing City Halls and Municipal Courts with the CLIENT. These observations will assist the City to determine the goals and expectations for the PROJECT. Observations will be documented and forwarded to the City for review.
- B. Meeting #1 Observations will be discussed and reviewed with the City to assist the CLIENT and ARCHITECT. This discussion will allow the CLIENT and ARCHITECT to better understand the City's expectations and scope of work for the PROJECT.

Task 1.C Needs Assessment Meeting #3 Meeting #4

ARCHITECT will project needs based upon City growth for a 20-year milestone. ARCHITECT will review and organize this information in preparation for conducting staff interviews. These interviews with Key Staff members will review data collected concerns, and review questionnaire information and adjust as needed. CLIENT and ARCHITECT will also use these interviews to observe department's location, physical and function condition, and assess the utilization of their current facilities as it relates to the PROJECT. This information will be updated during subsequent visits with Departments.

- A. Data Collection This phase is centered on information/data collection from departments included in the Study. A **Questionnaire** will be developed to assist in creating this baseline information. Items included in questionnaire shall include:
 - 1. Mission Statement
 - 2. Departmental Function
 - 3. Current and Historic staffing patterns
 - 4. Current space allocation
 - 6. Challenges and needs of departments
 - 7. Functional relationship within department
 - 8. Desired adjacencies to other City departments
 - 9. Amount and type of Citizen/Visitor Interaction
 - 10. Storage needs
 - 11. Thoughts on impact of population growth on staffing
 - 12. Current technology utilized in operations

- 13. Parking needs (Staff, City owned and visitor)
- B. Meeting #3 CLIENT and ARCHITECT will discuss observations from Meeting #2. This discussion will allow the CLIENT and ARCHITECT better understand the City's expectations and scope of work for the PROJECT.
- C. Meeting #3 ARCHITECT will conduct an on-site meeting to review responses received from the departmental questionnaires.
- D. Meeting #4 ARCHITECT will provide an initial program that incorporates the City's comments. Input will be sought from the City to better define the PROJECT's scope of work.

Task 1.D Needs Assessment / Initial Conceptual Layout Meeting #5

- A. ARCHITECT will present final needs assessment.
- B. ARCHITECT will present initial Conceptual Layout for City review and comments. Conceptual Layout will incorporate future phases as necessary. Conceptual Layout will consist of block diagram plans of the programmed square footage and site elements.
 - Conceptual Layout will not consist of detailed floor plans.

Task 1.E Conceptual Layout / Initial Conceptual Project Budget Meeting #6

- A. ARCHITECT will present updated Conceptual Layout incorporating City comments. Conceptual Layout will incorporate future phases as necessary. Conceptual Layout will consist of block diagram plans of the programmed square footage and site elements.
 - Conceptual Layout will not consist of detailed floor plans.
- B. ARCHITECT will present an initial Conceptual Project Budget for City review and comment.

Task 1.F Revised Project Budget / Initial Exterior Design Meeting #7

- A. ARCHITECT will present a revised Project Budget that has incorporated City comments.
- B. ARCHITECT will present initial Exterior Design for City review and comment.

Task 1.G Final Project Budget / Final Exterior Design Meeting #8

- A. ARCHITECT will present final Project Budget to City.
- B. ARCHITECT will present final Exterior Design to City.

Task 1.H Presentation Meeting #9

ARCHITECT will present the results of the Study, in conjunction with City staff to City Leadership (maximum of one presentation).

Task 1.I Final Deliverables

- A. City expectations and goals of the project
 - 1. Project summary
 - 2. Summarize scope of work
- B. Observations and results of touring existing City Halls and Municipal Courts
- C. Program
- D. Site master plan
 - 1. Phasing plans as necessary
- E. Floor plans (block diagrams)
 - 1. Phasing plans as necessary
- F. Exterior Design Renderings
- G. Project schedule
- H. Project budget

Task 1.H Optional Services

As required or upon request, the ARCHITECT shall provide additional services including, but not limited to, the following in conjunction with this PROJECT. This work would be performed on an hourly basis after approval of CLIENT.

- A. Detailed investigations of existing building conditions and/or as-built drawings.
- B. Site Analysis and budgeting for existing buildings to meet City needs.
- C. Other approved specialized Professional Services as required in conjunction with this PROJECT.

2. CLIENT'S RESPONSIBILITIES

So as not to delay the services of the ARCHITECT, the CLIENT shall do the following in a timely manner:

2.1 Provide Existing Data

- A. Organizational chart for all departments involved with Task 1.C Programming and overall City organizational chart
 - 1. City to confirm city departments to be included in study
- B. Electronic file(s) for the proposed site
- C. Count of city and staff cars
- D. Future population projections of City
- E. Zoning map and thoroughfare plans
- F. Any goals statement for the City

2.2 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT or ARCHITECT's subconsultants to perform services under this AGREEMENT.

2.3 CLIENT Representative

CLIENT shall designate a representative to act as a contact person on behalf of the CLIENT.

3. SCHEDULE

3.1 Schedule

The ARCHITECT's services shall be performed in a timely manner consistent with sound professional practices. Based upon timely response by the CLIENT to required information, availability of meeting times and review time, the ARCHITECT will confirm to a reasonable schedule mutually agreed upon by ARCHITECT and CLIENT. Schedule will proceed upon receipt from City of all Task 1.C Questionnaires.

The time limits set forth in the schedule includes allowances for reasonable and expected review times by the CLIENT and authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the critical path caused by review times by the CLIENT or authorities having jurisdiction over the PROJECT exceeding those anticipated by the CLIENT/ARCHITECT mutually agreed upon schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

ARCHITECT shall issue Task 1.C Department Questionnaires within 10 days of receipt of the executed CONTRACT.

A schedule of completed work showing hourly progression of each of the items of the scope of work will be submitted each month to the CLIENT.

3.2 Completion of Services

ARCHITECT's services under each item of the finalized Scope of Work shall be considered complete on the date when the Final Report has been accepted by the CLIENT.

4. ADJUSTMENTS TO PROJECT SCOPE OF WORK

4.1 Changes

If the CLIENT requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ARCHITECT's and ARCHITECT's subconsultants services, the various rates of compensation and schedule shall be adjusted equitably.

4.2 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT or ARCHITECT's subconsultants shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense, or reimbursement in addition to the fees stipulated in Section 5 (Payment for Services) of this CONTRACT, without first having obtained the specific authority to do so from the CLIENT.

5. PAYMENT FOR SERVICES

5.1 Basis and Amount of Compensation for Basic Services

Architectural Services and Compensation as well as Consultant Compensation are attached in **Exhibit A**. Architectural services will be billed hourly per **Exhibit A** to a maximum fee as established in these Exhibits.

Reimbursable Expenses shall mean the actual expenses incurred by ARCHITECT and ARCHITECT's subconsultants in the interest of the PROJECT for communications, travel, reproduction of reports, drawings, and similar PROJECT-related items. Refer to **Exhibit A** for estimated reimbursable expenses.

CLIENT will provide required draft and final hard copies of the reports.

Expenses include printing, photographs, facsimile transmissions, copies, and travel related to the PROJECT. These costs shall be reimbursed at 1.10 times direct expenses and shall be established at a maximum as shown on **Exhibit B**. Budget will not be modified without written approval of CLIENT.

Total Fees and Reimbursable Costs for the Project shall not exceed:

Brinkley Sargent Wiginton Architects	\$ 87,070
CP&Y Civil Engineers (Exhibit B)	\$ 17,225
Reimbursables	\$ 4,000
Total	\$108,295

5.2 Basis and Amount of Compensation for Additional Services Additional

scope to be identified and a fixed fee developed for that scope.

5.3 Partial Payments for Services

Partial fee payments may be applied for on monthly intervals, based upon statements, which reflect the hours spent during that month for the various items listed under Scope of Services, Reimbursable Expenses, and Additional Services. These statements shall be prepared by the ARCHITECT and must be verified and approved by the CLIENT.

5.4 Delay

If ARCHITECT's design services are delayed or suspended in whole or in part by the CLIENT for more than one year for reasons beyond ARCHITECT's control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

6. TERMINATION, SUSPENSIONS OR ABANDONMENT

6.1 Termination

The CLIENT or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination is justified, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination or the cause therefor, the CLIENT shall within thirty (30) calendar days of termination remunerate ARCHITECT and ARCHITECT's subconsultants for services rendered and costs incurred, in accordance with the ARCHITECT's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All forwarded information from the CLIENT related to the PROJECT shall become the property of the CLIENT upon termination of the CONTRACT and shall be promptly delivered to the CLIENT in a reasonably organized form. Work generated by the ARCHITECT and ARCHITECT's subconsultants shall remain the property of the ARCHITECT and ARCHITECT and ARCHITECT's subconsultants. No amount shall be due for lost or anticipated profits.

6.2 Suspension

If the PROJECT is suspended by the CLIENT for more than 30 consecutive days, the ARCHITECT and ARCHITECT's subconsultants shall be compensated for services performed prior to notice of such suspension. When the PROJECT is resumed, the ARCHITECT and ARCHITECT's subconsultants compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's and ARCHITECT's subconsultants services.

6.3 Abandonment

This CONTRACT may be terminated by the CLIENT upon not less than seven (7) days written notice to the ARCHITECT in the event that the PROJECT is permanently abandoned. If the PROJECT is abandoned by the CLIENT for more than ninety (90) consecutive days, the ARCHITECT or the CLIENT may terminate this CONTRACT by giving written notice.

6.4 Failure to Pay

Failure of the CLIENT to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the CLIENT fails to make payment to ARCHITECT within thirty (30) days of a statement for services properly performed, the ARCHITECT may, upon fourteen (14) days written notice to the

CLIENT, suspend performance of services under this CONTRACT. Unless ARCHITECT receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ARCHITECT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services.

7. GENERAL CONSIDERATIONS

7.1 Professional Standards

Services performed by the ARCHITECT under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the location of the Project under similar conditions. The CLIENT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services herein under or of the PROJECT itself shall in no way alter the ARCHITECT's obligations or the CLIENT's rights thereunder.

7.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ARCHITECT have been agreed to in anticipation of continuous and orderly progress through the completion of the ARCHITECT's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ARCHITECT has no control. If the ARCHITECT's services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ARCHITECT, the fees and rates of compensation set forth in Section 5 shall be subject to renegotiating.

7.3 CLIENT Control

It is understood and agreed that no work shall be done under this CONTRACT until the ARCHITECT is instructed to proceed with the work.

7.4 Independent Agent

ARCHITECT and CLIENT agreed that ARCHITECT and any officer, employee or agent of ARCHITECT, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the CLIENT.

7.5 Compliance with Laws

ARCHITECT shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

7.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT, which would

require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 5 of this CONTRACT, without having first obtained specific written authority therefor from the CLIENT.

7.7 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the CLIENT.

8. INSURANCE

ARCHITECT will provide a \$2,000,000 per claim and \$2,000,000 aggregate professional liability E & O policy.

ARCHITECT shall also maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

8. INSURANCE

ARCHITECT will provide a \$2,000,000 professional liability E & O policy.

ARCHITECT shall also maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ARCHITECT shall furnish CITY with copies of said policies or certificates evidencing such coverage.

9. PROPERTY

All documents, shall become the property of the CITY. The ARCHITECT may retain copies of all documents. Any reuse of the documents shall conform to The Texas ARCHITECTURAL Practice Act.

10. GOVERNING LAW

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Johnson County, Texas.

11. COMPLAINTS AND GRIEVANCES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.

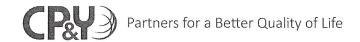
12. SCOPE OF THE AGREEMENT

ARCHITECT and supercedes all prio	r negotiations, representations, or Agreements, either written or nded only by written instrument signed by CITY and ARCHITECT.
IN WITNESS WHEREOF, the partie	es have executed this CONTRACT the day of
CITY OF KILLEEN	BRINKLEY SARGENT WIGINTON ARCHITECTS, INC.
By: Kent Cagle, City Manager	By: Denny Boles, Senior Principal
<u>Title:</u>	Date:
Attest:	
<u>Title:</u>	

Exhibit A City of Killeen City Hall and Court Study Project Task Plan & Compensation

					Senior	Arch		Civil	
tem No.	<u>Task</u>		<u>Principal</u>	<u>Principal</u>	<u>Programmer</u>	<u>Designer</u>	<u>Admin</u>	<u>Engineer</u>	Total Cost
			\$260	\$260	\$185	\$120	\$85		
1	1.A	Kick-Off Meeting Preparation			2				\$ 3
2	1.A	Meeting #1: Kick-Off Meeting	8		8				\$ 3,5
3	1.B	Meeting #2: Tour Existing Facilities	8		8				\$ 3,5
4	1.C	Prepare for Meeting #3			10				\$ 1,8
5	1.C	Meeting #3: Needs Assessment	8		8				\$ 3,5
6	1.C	Document Meeting #3 and Generate Meeting #4 Data	2		30	8			\$ 7,2
7	1.C	Meeting #4: Needs Assessment	8		8				\$ 3,5
8	1.C	Document Meeting #4 and Generate Meeting #5 Data			28	16			\$ 7,1
9	1.D	Develop (3) Conceptual Options	12		2	24	4		\$ 6,7
10	1.D	Meeting #5: Needs Assessment and Initial Conceptual Layouts	8		8				\$ 3,5
11	1.D	Finalize Needs Assessment			4				\$ 7
12	1.E	Finalize Preferred Conceptual Layout	8			16	2		\$ 4,1
13	1.E	Develop Initial Project Budget	8				2		\$ 2,2
14	1.E	Meeting #6: Conceptual Layout and Initial Project Budget	8						\$ 2,0
15	1.F	Revise Project Budget	4				2		\$ 1,2
16	1.F	Develop Initial Exterior Design	4	32					\$ 9,3
17	1.F	Meeting #7: Project Budget and Initial Exterior Design	8	8					\$ 4,1
18	1.G	Revise Exterior Design	2	24					\$ 6,7
19	1.G	Meeting #8: Exterior Design	8	8					\$ 4,1
20	1.H	Compile Summary Report and Develop Council Presentation	2		32	6	2		\$ 7,3
21	1.H	Meeting #9: Council Presentation	8				2		\$ 2,2
22	1.H	Complete Report per Council Comments			8				\$ 1,4
23		Civil Engieer Due Diligence			Refer to Exhib	it B		\$17,225	\$ 17,2
		Total Professional Fees							\$ 104,2
		Reimbursable Costs							\$ 4,0
		Total Fees and Reimbursables							\$ 108,2





January 20, 2023

Brinkley Sargent Wiginton Architects 1005 E St. Elmo Road, Bldg 8 Austin, TX 78745 Attn: Denny Boles

·

Re: Proposal for Professional Services – Relocation of Utilities to Support Redevelopment of City

Services

Dear Denny:

CP&Y, a STV Company (CPY) is pleased to present this proposal to you for services related to assisting Brinkley Sargent Wiginton Architects (CLIENT) in an effort to determine anticipated construction costs. We have received correspondence that redevelopment of city services may results in a need to redevelopment the blocks bounded by N 2nd Steet and N 4th Street and W Avenue B and W Avenue D. This redevelopment may potentially see the elimination of E Avenue C as well as two alleys. From limited research, there are significant overhead electrical and communication utilities within the alleys as well as a water line within Avenue C.

From our discussion, we understand that our Scope will include the following:

- Participation in Project Meeting: CPY anticipates being required to attend Project Meetings with the entire design group to provide input and feedback. We are assuming five (5) two hour meetings.
- Development of a base map for the existing utilities within the limits of the Project. We
 understand that field surveying is not authorized in this task. We will rely on the City's base
 maps for development of the public water and wastewater infrastructure. We will be contacting
 franchise utilities to obtain information on any utilities within the project limits. The deliverable
 will be a digital base file for use in the design of the relocation.
- CPY will provide concept level alignments for the relocation of public water and waste water
 that will be impacted by the redevelopment. Upon completion of the alignments and CLIENT
 corroboration, CPY will conduct a meeting with the City's Utility department to discuss the
 potential realignments. Any requested revisions will be incorporated into the final layout.
- During the above item of work, CPY will be coordinating with any impacted franchise utilities to
 discuss the potential realignment of their utilities. CPY will rely upon the impacted franchise
 utilities to determine their anticipated relocation limits. CPY will coordinate the final location to
 minimize interruptions.
- Upon completion of the above items, CPY will prepare an exhibit map accompanied by an
 Opinion of Probable Construction Cost for the public water and wastewater utilities. CPY will
 rely upon the franchise utilities to provide estimates of any necessary relocations that the City
 would be required to fund.

To complete the above listed items, CPY requests compensation in the amount of \$17,225.00. A breakdown of the fees is provided in Attachment "A".



Please review this proposal and if acceptable, please submit a subconsultant agreement for review and execution. We understand that this entire project will be submitted to the City for their approval. We look forward to working together on this exciting Project for the City of Killeen and hope that this is the first of many projects together.

Sincerely,

David L. Marek, P.E. CP&Y, a STV Company

DLM:dlm

cc:

File - 23BSWA00249

					ATTACUMENT 'A'	NT 'A'					
				•	City of Killeen	leen					
				Concept	Utility Reloca 20-Jan-23	Concept Utility Relocation Project 20-Jan-23	ect				
			Fee	Schedule/Bu	dget for CP&Y,	Fee Schedule/Budget for CP&Y, Inc WO#23BSWA00249	WA00249				
Work	Description	PM/Senior Engineer	Project Engineer	EIT 1	Senior Cad Technician 1	Senior Cad Technician 2	Admin. Support	Total Hours	Surveying/ Engineering/	Engineering Fees as	:
Item		\$215.00	\$131.00	\$105.00	\$126.00	\$126.00	\$84.00		Professional Services Fees	Percent of Basic Services Fee	Work Item as Percent of Total Fee
	Schematic Engineering Design (30%):										
	Project Meetings (5)	10.00						10.00	\$ 2,150.00	12.48%	12.48%
	Development of Base Map (Water/Sewer)	3.00			16.00			19.00	\$ 2,661.00	15.45%	15.45%
	Development of Base Map (Franchise Utility)				12.00			12.00	\$ 1,512.00	8.78%	8.78%
	Development of Antiicapted W/WW Relocation	8 00			20.00			28.00	\$ 4,240.00	24.62%	24.62%
	Meet to discuss W/WW with City Staff	4.00						4.00	\$ 860.00	4.99%	4.99%
	Revised Alignments	2.00			4.00			00.9	\$ 934.00	5.42%	5.42%
	Coordination with franchise Utilities (Relocation Alignment/Costs)										
	Development of Exhibits	2.00			8.00			10.00	\$ 1,438.00	8.35%	8.35%
	Development of OPCC	8.00					8.00	16.00	\$ 2,392.00	13.89%	13.89%
	QA/QC	3.00	3.00					00.9	\$ 1,038.00	6.03%	6.03%
	HOURS SUB-TOTALS	40.00	3.00	-	00.09	t	8.00	111.00			
	FEES SUBTOTAL	\$ 8,600.00	\$ 393.00	€	\$ 7,560.00	5	\$ 672.00		\$ 17,225.00	100.0%	100.0%

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

	8,50		004040		W				1 of 1
	Complete Nos. 1 - 4 and 6 if there are inter	rested parties.						OFFICE USE	
	Complete Nos. 1, 2, 3, 5, and 6 if there are							TIFICATION	OF FILING
1	Name of business entity filing form, and of business.	the city, state a	nd country	of the bu	siness enti	ity's place		cate Number: 983635	
	Brinkley Sargent Wiginton Architects,	Inc.					2020	500000	
	Dallas, TX United States						Date F 02/15/		
2	Name of governmental entity or state ag being filed.	jency that is a pa	arty to the o	contract fo	or which th	e form is	02/13/	2023	8
	City of Killeen Texas						Date A	cknowledged:	A.
3	Provide the identification number used description of the services, goods, or of	by the governme	ental entity	or state a	gency to to	rack or identify	the cor	ntract, and pro	vide a
	Killeen City Hall & Municipal	iner property to	be provided	u unuer ti	ic continuo				
	Architectural Services								
-							Т	Nature o	f interest
4	Name of Interested Pa	urty	1	City, State	, Country ((place of busin	ess)		oplicable)
_								Controlling	Intermediary
В	oles, Denny			Austin, T	X United S	States 		X	
S	prings, Stephen			Dallas, T	X United :	States		Х	
R	ead, Greg			Dallas, T	X United	States	14.5	Х	
Si	argent, Harold			Dallas, 1	X United :	States		Х	
G	oodman, Charles			Dallas, 7	X United	States			×
G	reer, Donald			Austin, 1	X United	States			X
In	win, Gina	5=		Austin, 1	X United	States			X
5	Check only if there is NO Interested Par	ty.							
6	UNSWORN DECLARATION								
	My name is Denny Boles					and my date of	birth is _	06/01/1965	
				Aust			X	78745	USA
	My address is 1005 St. Elmo, Suite 4 (stree				(city)	,,,	tate)	(zip code)	(country)
		fi_	and ac						
	I declare under penalty of perjury that the f	oregoing is true a			Tayor		15	Februa	rv 23
	Executed in		County,	State of _	Texas	, on the	da	Februa (month)	(year)
						Per Pol	11	(,nonin)	() Sui)
				Signature	of authoriz	ed agent of cor (Declarant)	ntracting	business entity	



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.
- O 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.

Lean Phian	Brinkley Sargent Wiginton Architects,Inc.
Signature	Company Name
Leann Phipps	Office Manager/HR
Printed Name	Title
02/15/2023	

Date



PROFESSIONAL SERVICES FOR KILLEEN CITY HALL & MUNICIPAL COURT COMPLEX

Background

- City Council directed City Staff to begin discussions on a potential Bond Election for November 2023
- Among the potential projects is a City Hall and Municipal Court Complex
 - Projects of this scope require a needs assessment and conceptual design in order to accurately project costs
- Staff negotiated a professional services agreement with Brinkley Sargent Wiginton Architects, Inc, in the amount of \$108,295

- 3
- Kickoff Meeting/Project Start-Up
- Tour existing facilities to determine goals and expectations of the project
- New facility needs assessment
- Initial Concept Layout
- Initial Concepts Project Budget
- Revised Project Budget/Initial Exterior Design
- Final Project Budget/Final Exterior Design
- Presentation to City Council
- Final Deliverable

- Do not authorize a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court Complex
- Reject the Professional Services Agreement with Brinkley Sargent
 Wiginton Architects, Inc. and select another architectural firm
- Authorize a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court Complex

Recommendation

Authorize the City Manager or his designee to enter into a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc. in an amount of \$108,295 for a needs assessment and a conceptual layout of a new Killeen City Hall and Municipal Court Complex and to execute any and all change orders with the amounts set by State and Local Law.



City of Killeen

Staff Report

File Number: RS-23-043

Consider a memorandum/resolution authorizing a Memorandum of Intent with Rehab Warriors, PBC to support a workforce development program for veterans.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Danielle Singh, Assistant City Manager

SUBJECT: Memorandum of Intent Rehab Warriors

BACKGROUND AND FINDINGS:

The Rehab Warriors Program provides training and support to selected veterans that will perform housing rehabilitation, reconstruction, and redevelopment efforts in the City of Killeen. For a fee of \$300,000, Rehab Warriors will provide ten (10) Certified Rehab Warriors, a Program Manager, post-certification support operations, CDC technical assistance and support, CDFI financial opportunity, City integration with workforce development, and Rebuild the Fort advisory support. These activities are in support of the City's Comprehensive Plan.

This Memorandum will allow Rehab Warriors to begin actively recruiting veterans, prior to a full agreement being executed. Funds will be available after the mid-year budget amendment, from excess general fund balance.

THE ALTERNATIVES CONSIDERED:

- 1). Do not move forward with a memorandum of intent at this time.
- 2). Authorize a memorandum of intent with Rehab Warriors to allow them to begin recruiting for the program.

Which alternative is recommended? Why?

Staff recommends alternative 2, authorize a memorandum of intent with Rehab Warriors to allow them to begin recruiting for the program. This agreement helps move forward with the principles outlined in the Comprehensive Plan and helps create a safe, affordable housing supply.

CONFORMITY TO CITY POLICY:

This item conforms to all applicable policies.

FINANCIAL IMPACT:

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

There is no expenditure authorized with this item, but if approved, Council should plan to use \$300,000 from excess general fund balance, once it becomes available during the mid-year budget amendment.

Is this a one-time or recurring expenditure?

NA

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends the City Council move forward with the memorandum of intent to allow Rehab Warriors to begin recruiting for a class to begin in early summer.

DEPARTMENTAL CLEARANCES:

Legal

Finance

ATTACHED SUPPORTING DOCUMENTS:

Memorandum

Return on Investment

MEMORANDUM OF INTENT

This Memorandum of Intent ("MOI") is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (the "City") and Rehab Warriors, PBC, a Texas Public Benefit Corporation (the "Company").

RECITALS

WHEREAS, the Company intends to expand its operations into the City of Killeen;

WHEREAS, the Company intends to provide a Department of Labor Approved Apprenticeship training to the citizens of the City; and

WHEREAS, the City has determined that establishing a program to bring the Company to the City in accordance with this Memorandum and have the Company perform future contracted services will further the objectives of the City, benefit the City and the City's inhabitants, and promote economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, the City and the Company agree as follows:

Section 1. <u>Purpose.</u> The purpose of this MOI is to serve as the basis to proceed to a formal agreement if approved in the future by the City of Killeen and to establish the scope of the project and general responsibilities of each of the parties as it relates to the Program.

Section 2. General Scope of the Program. The Rehab Warriors Program will train and support selected veterans in capacity building, rehabilitation, conservation, and rehabilitation and produce a cross-functional asset for the City's workforce development. The Company and the City will work together to develop a targeted revitalization strategy in line with the City's Comprehensive Plan that will increase the City's housing supply and build capacity for local property developers to make incremental improvements in the targeted revitalization area.

Section 3. Development and Financing of the Project. The City intends to provide funding for training and workforce development for a cohort of 10 veterans in the amount of \$300,000. The Company will provide ten (10) Certified Rehab Warriors, a Program Manager, post-certification support operations, Certified Development Company (CDC) technical assistance and support, Community Development Financial Institution (CDFI) opportunity, City integration with workforce development, and Rebuild the Fort advisory support.

Section 4. Timeline.

- a. Upon execution of the MOI, the Company will begin actively recruiting for the Spring, Track B Class to be held May 1- June 10, 2023.
 - a. Registration will begin on March 1, 2023.
 - b. An Agreement will be presented to City Council for discussion and action on April 18 and April 25, 2023.

- c. These dates are subject to change.
- b. The Project is expected to be completed in three (3) Phases.
 - a. Phase 1- Workforce Training. Rehab Warriors shall recruit veterans within the City limits and perform a 6-week Workforce Development training in capacity building, rehabilitation, conservation, and redevelopment.
 - b. Phase 2- Community Deployment. Certified Rehab Warriors shall redeploy to operate in the City under the direction of the City's selected service package.
 - c. Phase 3-Training Analysis. Rehab Warriors shall monitor the progress against milestones, assess for continuous improvement purposes, and adjust plans to make course corrections and to address new workforce training issues.

Section 5. <u>Legal Effect of MOI.</u> The City and Company understand and agree that this MOI constitutes only an expression of intent and shall have no legal or binding effect on the parties. Neither party may rely on this MOI as creating any legal obligation of any kind.

Section 6. <u>Term.</u> The term of this MOI will commence on the execution date hereof and shall terminate on the earliest to occur of: (a) thirty days following written notice by any party hereto; (b) the completion of the Project; or (c) after one year if no additional agreements are executed.

Section 7. Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint ventures by virtue of this MOI, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the other to any agreement. This MOI is not assignable or transferable by either party without the other party's written consent.

Section 8. <u>Amendments.</u> The parties reserve the right to amend this MOI. Any amendment of this MOI must be in writing and signed by all parties.

Section 9. <u>Texas Law.</u> This MOI 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.

Executed and effective this day of	2023.
CITY OF KILLEEN	
BY:	REHAB WARRIORS, PBC
Kent Cagle	
	BY:
	Rehab Warriors, CEO
	Andy Williams

City Return on Investment Estimate for Cohort of 20 veterans						
Type of ROI	Description	Income per unit	# of Units	Total		
	Direct impact					
	New Construction (year	1)				
Property tax, closing						
services & fees	Median price: \$245,000	\$1,527.08	5	\$7,635.40		
New Construction	Sales Tax on materials, services, rentals, etc.					
Local Sales Tax	Estimated amt: \$180,000	\$2,700.00	5	\$13,500.00		
	Rehab Construction (year	1)				
Property tax, closing						
services & fees	Post rehab value \$190,000	\$1,184.27	10	\$11,842.70		
Rehab	Sales Tax on materials, services, rentals, etc.					
Local Sales Tax	Taxable amt: \$70,000	\$1,200.00	10	\$12,000.00		
	Total of all Direct Impact ROI			\$44,978.10		
	Annual Ripple impact of year	1 impact		· ·		
New Construction		T ,				
Property Tax Income	Median tax value: \$245,000	\$1,527.08	5	\$7,635.40		
Rehab Property Tax	Based on average increase in value of:	, ,,,		, ,		
value increase	\$100,000	\$623.30	10	\$6,233.00		
	Total of all Annual Ripple Impact ROI			\$13,868.40		
	First 3-years Total			· ·		
Sum of Direct	Direct Impact totals for 3 years	\$44,978.10	3	\$134,934.30		
Sum of Ripple	Ripple Impact for 2 years (yr 1 is not ripple)	\$13,868.40	2	\$27,736.80		
- ' '	, , , , , , , , , , , , , , , , , , , ,	. ,		\$0.00		
	Total of first 3 years of Direct impact (ROI)			\$162,671.10		
Indirect Impact on community						
Killeen ISD	Tax income increase over first 3 years	\$22,619.35	3	\$67,858.05		
On average, each \$1 inve	sted in revitalization and infrastructure a city					
sees \$3 in return, over 10	years, in other community impact.	\$500,000.00	3	\$1,500,000.00		
	Additional benefits not direct	ly tracked				
Catalyst for other renov	ration contractors continue the revitalization	effort				
Incrase in property tax	allows for increased infrastructure imporvement	ents				
Corporate business site	selectors have better reviews on quality of lif	e ameneties wh	en seeking			
Established/improved neighborhoods						
	Authentic sense of community					
	City has renewed character					
Increase in visitors and	tourists drive business growth and revitalizati	on downtown				

After year 1, a cohort will increase their average number of new & rehab homes per year.

With this increase in average completions and the compounding ripple income, a city can see their full investment returned by end of year 6.

This does NOT include the Indirect impact on community assessment.



REHAB WARRIORS

- Rehab Warriors provides training, support, and financing opportunities to selected veterans to perform housing rehabilitation and redevelopment efforts
- City will receive targeted redevelopment efforts to support quality, affordable housing in Killeen
- Program cost is \$300,000 for 10 veterans
 - 6-year return on investment
- Memorandum of Intent will allow Rehab Warriors to begin recruiting participants to start in early summer
- Funding will be available after the mid-year budget amendment in April

- Do not approve a Memorandum of Intent with Rehab
 Warriors
- Approve a Memorandum of Intent with Rehab Warriors

4

Approve a Memorandum of Intent with Rehab
 Warriors in order to allow them to begin
 recruiting veterans for the program



City of Killeen

Staff Report

File Number: OR-23-004

Consider an ordinance amending the Code of Ordinances Chapter 6 Animals, adopting backyard chicken regulations and amending miniature swine regulations.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Danielle Singh, Assistant City Manager

SUBJECT: Consider an ordinance amending the Code of Ordinances Chapter 6 Animals adopting backyard chicken regulations and amending miniature swine regulations.

BACKGROUND AND FINDINGS:

On September 20, 2022, the City Council issued a motion of direction for staff to bring back a backyard chicken ordinance for further discussion, after discussing with the Animal Advisory Committee. On January 12, 2023, staff presented a draft ordinance to the Committee. The Committee recommended three changes to the ordinance, adding a definition for coop, increasing the number of chickens from (6) six to (12) twelve, and decreasing the distance from the coop to the nearest building on an adjacent lot from (50) fifty feet to (25) twenty-five feet. Staff agrees with these changes and has included the changes in the proposed ordinance.

On May 10, 2022, the City Council approved an ordinance to allow miniature swine within the City Limits. A change made during the approval of the ordinance placed more restrictions based on the type of housing. The changes were not consistent with the City's zoning designations. The proposed ordinance clarifies the regulation to make it consistent with zoning designations.

THE ALTERNATIVES CONSIDERED:

- 1. Do not approve the amendment to Chapter 6 of the Code of Ordinances.
- 2. Approve the amendment to Chapter 6 of the Code of Ordinances, with revisions.
- 3. Approve the amendment to Chapter 6 of the Code of Ordinances as drafted.

Which alternative is recommended? Why?

Staff recommends that the City Council consider the ordinance request.

CONFORMITY TO CITY POLICY:

This item complies with all applicable policies.

FINANCIAL IMPACT:

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

This action does not authorize any expenditure of funds.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that City Council consider the amendment to Chapter 6 Animals of the Code of Ordinances. On January 12, 2023 the Animal Advisory Committee voted to recommend that the City Council adopt the ordinance with the incorporated changes.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE AMENDING CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, ADDING PROVISIONS RELATED TO BACKYARD CHICKENS AND MINIATURE SWINE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

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

SECTION I. That Chapter 6, Articles I and VI of the City of Killeen Code of Ordinances are hereby amended to read as follows:

Chapter 6 Animals

ARTICLE I. IN GENERAL

Sec. 6-4. Definitions.

Backyard chicken shall mean a female chicken which is possessed or harbored to provide eggs and egg production for personal consumption by persons residing on the lot or tract where the backyard chicken is kept.

Chicken Coop shall mean a fully enclosed structure constructed with three or more sides, with a roof or other cover capable of allowing chickens kept inside the coop to remain dry and protected from the elements and which provides direct access by an enclosed passage between the roosting area and any adjacent exercise yard. A chicken coop must have a floor and a door that allows the chickens to move back and forth between the chicken coop and the adjacent exercise yard.

Hen shall mean a female chicken.

Rooster shall mean a male chicken.

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ARTICLE VI. TRAPPING, WILD ANIMALS, AND LIVESTOCK

DIVISION 3 LIVESTOCK, FOWL AND SWINE

Sec. 6-158. Miniature swine.

Miniature swine may be kept as pets in the City of Killeen. The following requirements shall apply to the keeping of miniature swine.

- (a) There shall be a maximum of two (2) miniature swine per household or business. The swine may be of any age.
- (b) All miniature swine must be either spayed/neutered in compliance with section 6-63. The owner of such animal must retain documentation of the spay/neuter of their animal. Under no circumstances may a person engage in the propagation or breeding of miniature swine within the Killeen city limits.
- (c) It shall be unlawful for any person to keep or maintain miniature swine outdoors. A person may permit miniature swine outdoors for brief periods (but not to exceed one (1) hour per occurrence) as necessary for exercise or for the elimination of waste. The outdoor area used for exercise and waste elimination must be a secure area from which the miniature swine may not escape.
- (d) It shall be unlawful for any person to keep or maintain miniature swine unless the swine have received annual vaccinations against erysipelas, parvo virus, and Leptospirosis. The first inoculations for such diseases must be received before the animal is four (4) months of age.
- (e) It shall be unlawful to allow the miniature swine to drink water from, or have access to, or enter into any public body of water, including a creek, stream, or lake, within the Killeen city limits.
- (f) All miniature swine kept within the corporate city limits must be microchipped in compliance with section 6-62.
- (g) All areas where miniature swine are located shall be kept in a clean and sanitary condition. Exercise areas shall be cleaned of swine excrement on a daily basis.
- (h) It shall be unlawful for any person to keep or maintain miniature swine over two hundred (200) pounds within the city limits in a single-family or two-family dwelling unit or over one hundred (100) pounds in a multi-family unit. Miniature swine shall not be permitted above the first floor in a multi-family unit.

(Ord. No. 22-030, § I, 5-10-22)

Sec. 6-159. Backyard Chickens.

- (a) A person may keep no more than twelve (12) hens in residential zoning districts of the city provided that the hens are confined in a chicken coop which is located no less than twenty-five (25) feet from any habitable structure on a neighboring property.
- (b) All hens must be contained within the backyard.

Created: 2022-12-07 10:45:37 [EST]

- (c) The chicken coop must be maintained in a sanitary condition and the accumulation of chicken waste on the property is prohibited.
- (d) Nuisance odors and excessive noise shall not be allowed to travel beyond the property line.
- (e) Roosters are prohibited, except in agricultural zones.

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

SECTION III. That should any section or part of any section, paragraph or clause 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 the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective on March 1, 2023, after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of February 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED	

ATTEST:
Laura Calcote
CITY SECRETARY
APPROVED AS TO FORM:
Holli Clements
CITY ATTORNEY

BACKYARD CHICKENS AND MINIATURE SWINE

Backyard Chickens

- September 20, 2022, City Council directed staff to discuss backyard chickens with the Animal Advisory Committee
- January 12, 2023, Committee discussed the draft ordinance
 - Recommended approval with changes
 - Staff agrees with changes; changes are incorporated in draft
- Up to 12 hens may be kept on a residential property
- Hens must be contained within the backyard in a coop
- Coop must be 25 feet from any habitable structure on a neighboring property
- No roosters are permitted

- May 10, 2022, Chapter 6 amended to allow miniature swine in the City Limits
- Changes made during approval placed additional restrictions based on the type of housing
 - Proposed changes provides consistency and clarity
- It shall be unlawful for any person to keep or maintain miniature swine over two hundred (200) pounds within the city limits in an R-1 residential zone a single-family or two-family dwelling unit or over one hundred (100) pounds in a first floor multi-family unit. Miniature swine shall not be permitted above the first floor in a multi-family unit.

- 4
- Do not approve the amendments to the ordinance
- Make changes to the proposed amendments to the ordinance
- Approve the amendments to the ordinance as written

- On January 12, 2023 the Animal Advisory Committee recommended approval of the ordinance amendments
 - Staff agrees with the Committee's recommendation



City of Killeen

Staff Report

File Number: PH-23-010

HOLD a public hearing on the Substantial Amendment to the Annual Action Plans for Program years 2018, 2019, 2020, and 2021 to provide new construction of affordable rental housing.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Leslie Hinkle, Executive Director of Community Development

SUBJECT: A reprogramming of HOME funds to assist with development of affordable

rental housing

BACKGROUND AND FINDINGS:

In City fiscal years 2019, 2020, 2021, 2022, the Community Development Advisory Committee recommended application for the North Killeen Housing Redevelopment Program (NKHRD). The NKHRD was funded with HUD HOME grant program funds with the purpose of offering rehabilitation funding to owners and landlords to rehab the older rental units in north Killeen area. The first year of funding was not adequate to address the necessary requirements of rental housing rehab when using home funds (i.e., testing and abatement of lead-based paint hazards, vacate units for the most recent 12 months to avoid relocation payments to tenant occupants during the rehabilitation).

Complexities of the HOME program restrict occupancy of HOME assisted rental units to low-income persons, as well as restricting the amount of chargeable rent for assisted units to maximums issued by HUD; maximums are as much as 15% (\$142.00/\$113.00) a month less than the fair market rate at \$957/\$815 for 2 bedroom and \$754/\$641 for 1 bedroom. Property owners/property managers were not interested in participating in annual income calculations for eligible low-income tenants and did not want to be restricted to a rent structure defined by HUD. Additionally, the requirement to formally bid the project and have a structured set of drawings and specifications was also an impediment and the property owners/managers did not want to commit the funds in exchange for updated units with income and rent restrictions for the 10-year compliance period.

An amendment to the Community Development 5-Year Consolidated Strategic Plan was made this past Summer whereby the amendment added the category of activities of New Construction- Rental Housing. However, the substantial amendment to each Annual Action Plan where the funding will be reprogrammed from is required by HUD. The amendments make way for us to reprogram the HOME funds from the NKHRD to development of new construction of affordable rental housing category of activities.

HOME funds from program years are:

Staff Report Continued (PH-23-010)

\$251,132.05	2018-2019
\$152,985.31	2019-2020
\$327,033.74	2020-2021
\$135,866.48	2021-2022

Total HOME funds to be reprogramed is \$867,017.58

THE ALTERNATIVES CONSIDERED:

- Do not hold a public hearing and consider a substantial amendment to the Annual Action Plans for 2018, 2019, 2020 and 2021 to provide for new construction of affordable rental housing.
- 2. Hold a public hearing and consider a substantial amendment to the Annual Action Plans for 2018, 2019, 2020 and 2021 to provide for new construction of affordable rental housing.

Which alternative is recommended? Why?

Alternative #2, hold a public hearing and consider a substantial amendment to the Annual Actin Plans for 2018, 2019, 2020, and 2021 to provide for new construction of affordable rental housing.

CONFORMITY TO CITY POLICY:

Yes, conforms to the Citizen Participation Plan adopted by city council

FINANCIAL IMPACT:

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

\$867,017.58

Is this a one-time or recurring expenditure?

One time expenditure

Is this expenditure budgeted?

Yes, funds are available in the HOME Fund in account 233-3250-426.50-86.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Hold a public hearing and consider a substantial amendment to the Annual Action Plans for 2018, 2019, 2020, and 2021 to provide for new construction of affordable rental housing.

DEPARTMENTAL CLEARANCES:

Legal

Finance

ATTACHED SUPPORTING DOCUMENTS:

Click or tap here to enter text.



PH-23-010

February 21, 2023

- HUD and the Citizen Participation Plan requires a substantial amendment when an activity is changed substantially
 - Proposed change is from redevelopment of existing rental housing to development of new construction of affordable rental housing
 - HOME grant program funds were allocated in Community Development Annual Action Plans in the City's fiscal years 2019, 2020, 2021 & 2022 and in HUD program years 2018, 2019, 2020, 2021
 - These are the same years, but HUD recognizes program years and City recognizes fiscal years
 - Total funds available to reprogram =\$867,017.58

Background

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 Staff is recommending reprogramming of the HUD HOME funds to new construction of affordable rental housing, thus requiring a substantial amendment, and hold a public hearing

Alternatives

- Do not hold a public hearing to consider a substantial amendment to reprogram HOME funds from redevelopment of existing rental housing to new construction of new affordable housing
- Hold a public hearing to consider a substantial amendment to reprogram HOME funds from redevelopment of existing rental housing to new construction of new affordable housing

Recommendation

Staff recommends holding a public hearing on February 28, 2023 in accordance with the Citizen Participation Plan to consider a substantial amendment to reprogram HOME funds from redevelopment of existing rental housing to new construction of new affordable rental housing.



City of Killeen

Staff Report

File Number: PH-23-011

HOLD a public hearing and consider an ordinance requested by Tanner Brandt on behalf of PAW Holdings of Texas, LLC **(Case #Z22-57)** to rezone approximately 0.34 acres out of the W. H. Cole Survey, Abstract No. 201 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The properties are locally addressed as 2650 and 2652 Trimmier Road Killeen, Texas.

DATE: February 21, 2023

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services.

SUBJECT: Zoning Case #22-57: "R-1" (Single-Family Residential District) to "B-3"

(Local Business District).

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: PAW Holdings of Texas, LLC

Agent: Tanner Brandt

Current Zoning: "R-1" (Single-Family Residential District)

Proposed Zoning: "B-3" (Local Business District) **Current FLUM Designation:** 'Regional Commercial'

Summary of Request:

Tanner Brandt, on behalf of PAW Holdings of Texas LLC, has submitted a request to rezone approximately 0.34 acres, being part of the W. H. Cole Survey, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).

If approved, the applicant intends to use the subject property to provide access onto Trimmier Road for a proposed car wash, which will be located on the adjacent property to the south.

Killeen Code of Ordinances Chapter 31 Compliance:

In accordance with Killeen Code of Ordinances Sec. 31-306(22), "B-3" (Local Business District) allows for gasoline service stations and car washes.

Zoning/Plat Case History:

On September 9, 1962, the City annexed approximately 7,800 acres, which included this property. At the time of annexation, the property received an initial zoning of "R-1" (Single-Family Residential District). There is no record of the property changing zoning after the original zoning district was assigned.

In 2008 (Ordinance No. 08-055), City Council approved the rezoning of the adjacent lot to the south on the corner of Bacon Ranch Road and Trimmier Road from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).

Staff notes that the two lots in this request may have remained "R-1" (Single-Family Residential District) and undeveloped due to the limitations created by a 100 feet lot depth and natural drainage feature in the rear of the property.

Character of the Area:

North: Vacant lot zoned "B-3" (Local Business District)

South: Vacant lot (location of proposed Tommy's Express Carwash) zoned "B-3" (Local Business

District)

West: Existing real estate office zoned "B-5" (Business District)

East: Existing two-family homes zoned "B-3" (Local Business District)

Future Land Use Map Analysis:

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and is designated as 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

'Regional Commercial' (RC) place type include places that are auto-oriented, located near high-traffic intersections, such as regional businesses like retail, restaurants, gas stations, grocery stores, etc. This place type encourages most commercial developments and mixed-use such as many overs. Regional scale uses are typically auto-oriented and draw in larger customer pool from across the region as well as serve the surrounding neighborhoods.

This 'Neighborhood Infill' growth sector includes already developed areas with access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties.

The request supports or furthers the following 2022 Comprehensive Plan recommendations:

- LU1 Use place types and complete neighborhoods as building blocks
- NH4 Build complete neighborhoods

The Comprehensive Plan emphasizes place-based economic development; providing additional "third places," such as cafés, restaurants, and other service industry-related options. In addition, Comprehensive Plan explains that existing neighborhoods should provide complete environment with various uses with the goal of cultivating a more fiscally productive, flexible, and resilient community.

Neighborhood Analysis:

Land Use:

- This property is located within Killeen Development Zone #6 (Exhibit A).
- Current land use mix within this area comprises approximately:
 - o 7% non-residential and 93% residential

Zoning district breakdown in DZ6:

- 10% agricultural,
- 33% non-residential zoning districts
- 57% residential zoning districts.

*These numbers exclude special districts such as conditional or special use permits and planned unit developments.

Regional Commercial promotes:

Use Mix: up to 100% non-residential, 50% residential uses **Primary Uses:** Restaurants, Grocery Stores, Banks, Retail

Secondary Uses: Entertainment, Office

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and utility services are located within

the City of Killeen municipal utility service area and available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from Trimmier Road, which is classified as a 120' wide Minor Arterial on the City of Killeen Thoroughfare Plan. Staff estimates that there will be 738 trips per day with 74 peak hour trips generated and has determined that a Traffic Impact Analysis is not required for the proposed land use.

Environmental Assessment:

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

Public Notification:

Staff notified thirty-three surrounding property owners regarding this Ωf those owners notified, twenty-one (21) reside outside of the 200-foot notification required by the State, but within the 400-foot notification boundary required by Council; and sixteen (16) reside outside of Killeen.

As of the date of this staff report, staff has received no written responses regarding this request.

Staff Findings:

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district; or
- Approve the applicant's request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request for "B-3" (Local Business District) as presented.

Staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan, as indicated in the Comprehensive Plan Analysis. Staff finds that the request is compatible with the existing land uses and prevailing community character. Further, staff finds that approval of this request would not negatively affect the surrounding community.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

At their regular meeting on January 30, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Exhibit

Maps

Site Photos

Minutes

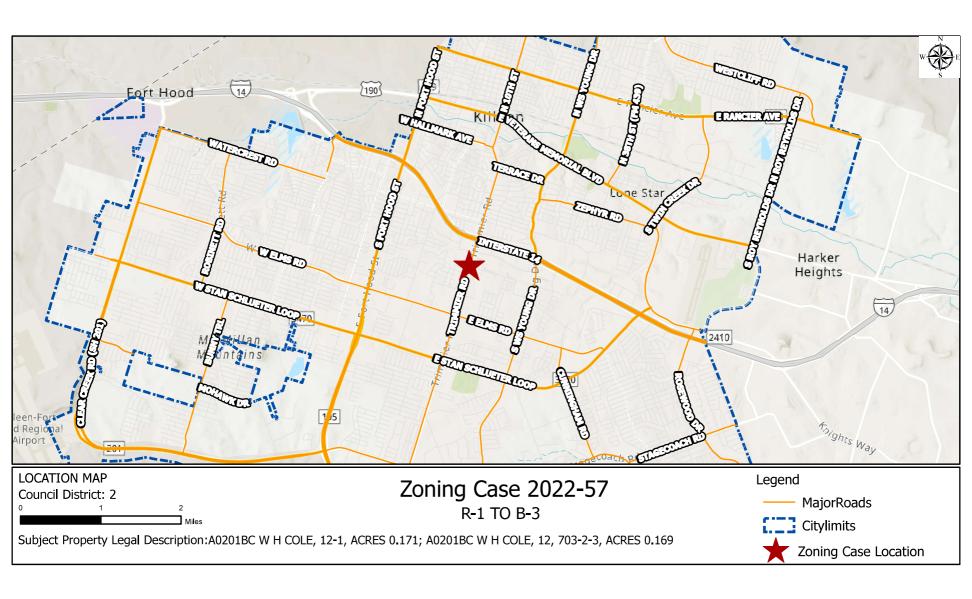
Ordinance

Considerations





Exhibit A. Killeen Development Zones map. The property is located within the Killeen Development Zone #6.

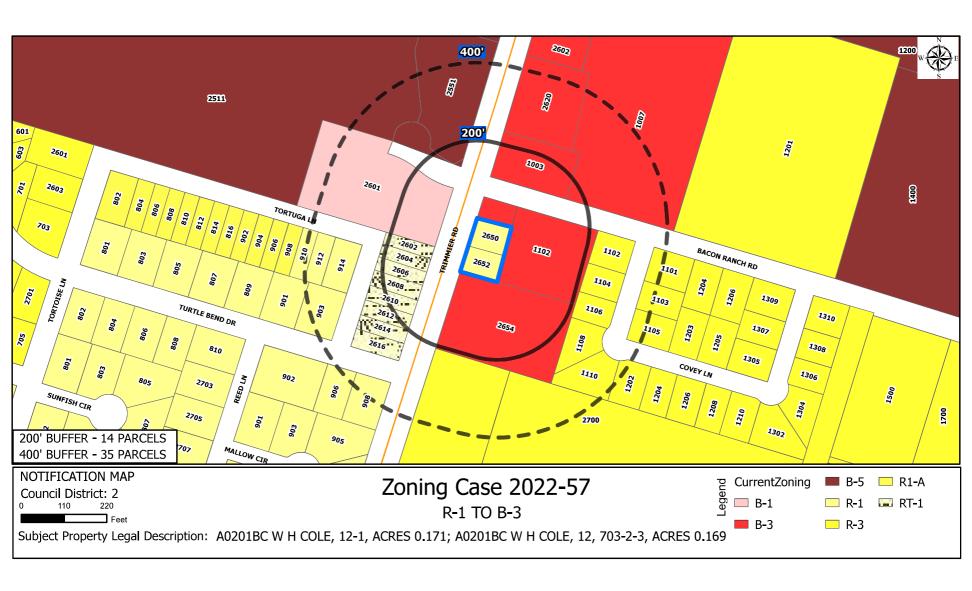




AERIAL MAP
Council District: 2
0 55 110
Feet

Zoning Case 2022-57 R-1 TO B-3 Legend
Citylimits
Zoning Case

Subject Property Legal Description: A0201BC W H COLE, 12-1, ACRES 0.171; A0201BC W H COLE, 12, 703-2-3, ACRES 0.169



SITE PHOTOS

Case #Z22-57: "R-1" to "B-3"



View of the subject property looking northeast:



View of the subject property looking north:



SITE PHOTOS

Case #Z22-57: "R-1" to "B-3"



View of the surrounding property to the south:



View of the surrounding property to the east:



MINUTES PLANNING AND ZONING COMMISSION MEETING JANUARY 30, 2023

CASE #Z22-57 "R-1" to "B-3"

HOLD a public hearing and consider a request submitted by Tanner Brandt on behalf of PAW Holdings of Texas, LLC (Case #Z22-57) to rezone approximately 0.34 acres, out of W. H. Cole Survey, Abstract no. 201, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The properties are locally addressed as 2650 and 2652 Trimmier Rd. Killeen, Texas.

Mr. Hermosillo presented the staff report for this item. He stated that if approved, the applicant intends to use the subject property to provide access onto Trimmier Road for a proposed car wash, which will be located on the adjacent property to the south.

Staff notified thirty-three (33) surrounding property owners regarding this request. Of those notified, twenty-one (21) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and sixteen (16) property owners reside outside of Killeen. To date, staff has received zero (0) written responses regarding this request.

Mr. Hermosillo also stated that staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan. Additionally, the request is compatible with the existing land uses and prevailing community character. Approval of this request would not negatively affect the surrounding community. Therefore, staff recommends approval of the request as presented.

Mr. Tanner Brandt was present to represent the request.

Chairman Minor opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Ploeckelmann moved to recommend approval of the applicant's request for "B-3" (Local Business District). Commissioner Wilson seconded, and the motion passed by a vote of 5 to 0.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.34 ACRES BEING W H COLE SURVEY, ABSTRACT NO. 201, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tanner Brandt on behalf of PAW Holdings of Texas, LLC, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.34 acres being W H Cole Survey, Abstract No. 201 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District), said request having been duly recommended for approval of the "B-3" (Local Business District) by the Planning and Zoning Commission of the City of Killeen on the 30th day of January 2023, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 28th day of February 2023, at the City Hall, City of Killeen;

WHEREAS the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 0.34 acres being part of W H Cole Survey, Abstract No. 201 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District), said request having been duly recommended for approval of the "B-3" (Local Business District), for the property locally addressed as 2650 and 2652 Trimmier Road Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared

unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or

effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with

the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the

ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of

Killeen, Texas, this 28th day of February 2023, at which meeting a quorum was present, held in

accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:
Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

- Occupation shall be conducted only by members of family living in home.
- 2. No outside storage or display
- 3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character
- 4. Cannot allow the performance of the business activity to be visible from the street.
- 5. Cannot use any window display to advertise or call attention to the business.
- 6. Cannot have any signs
- 7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
- 8. No retail sales.
- 9. Length of Permit.

CASE #Z22-57: "R-1" TO "B-3"

Case #Z22-57: "R-1" to "B-3"

HOLD a public hearing and consider an ordinance requested by Tanner Brandt on behalf of PAW Holdings of Texas, LLC (Case #Z22-57) to rezone approximately 0.34 acres out of the W. H. Cole Survey, Abstract No. 201 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).

The properties are locally addressed as 2650 and 2652 Trimmier Road Killeen, Texas.



Subject Property Legal Description: A0201BC W H COLE, 12-1, ACRES 0.171; A0201BC W H COLE, 12, 703-2-3, ACRES 0.169

Citylimits 403

Zoning Case Location



Council District: 2

Zoning Case 2022-57 R-1 TO B-3

Citylimits

Zoning Case

Subject Property Legal Description: A0201BC W H COLE, 12-1, ACRES 0.171; A0201BC W H COLE, 12, 703-2-3, ACRES 0.169

5

The subject property is designated 'Regional Commercial' on the FLUM, which promotes a use mix of up to 100% non-residential and 50% residential uses.



6

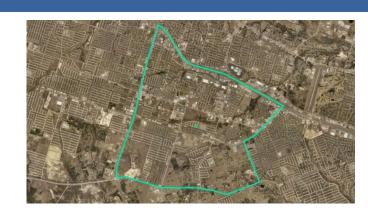
Located within Development Zone #6.

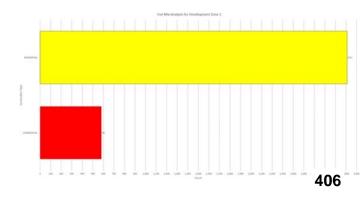
Approximate current land use mix:

- □ 33% non-residential uses
- □ 57% residential uses.
- □ 10% Agricultural

Approximate Zoning districts (excluding special districts)

- □ 7% non-residential zoning districts
- □ 93% residential zoning districts





- □ Consistent with the 'Regional Commercial' designation of the Future Land Use Map (FLUM).
- The request promotes or furthers the implementation of the following Comprehensive Plan recommendations:
 - LU1 Use place types and complete neighborhoods as building blocks
 - □ NH4 Build complete neighborhoods

*Land Use & Growth Management (LU) and Neighborhoods (NH) Recommendations

407

Case #Z22-57: "R-1" to "B-3"

View of the subject property looking northeast:



Case #Z22-57: "R-1" to "B-3"

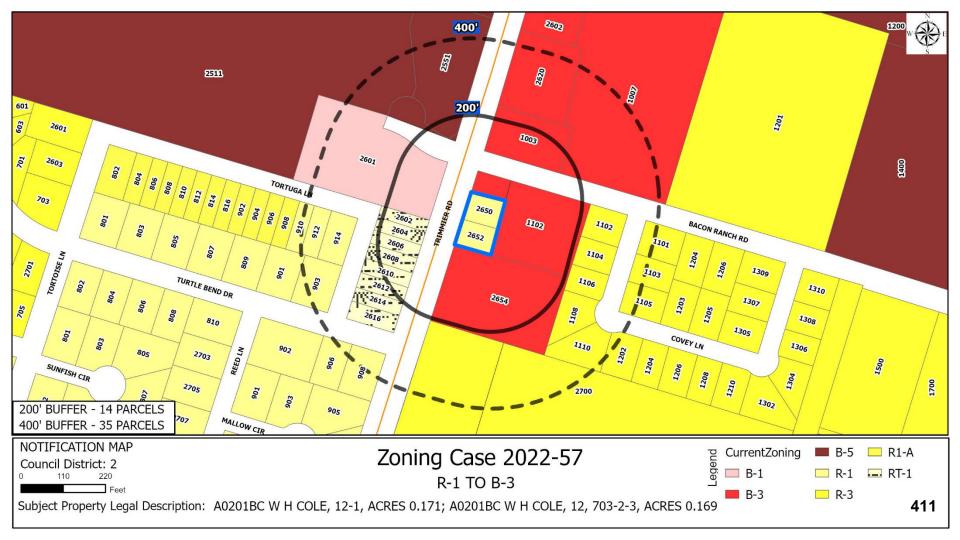
View of the subject property looking east:



400

Public Notification

- Staff notified thirty-three (33) surrounding property owners regarding this request.
- Of those notified, twenty-one (21) reside outside of the 200foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and sixteen (16) property owners reside outside of Killeen.
- □ To date, staff has received zero (0) written responses regarding this request.



Alternatives

The City Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district; or
- Approve the applicant's request as presented.

Staff Recommendation

- Staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan.
- Additionally, the request is compatible with the existing land uses and prevailing community character. Approval of this request would not negatively affect the surrounding community.
- □ Therefore, staff recommends approval of the request as presented.

Commission Recommendation

□ At their regular meeting on January 30, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0.



City of Killeen

Staff Report

File Number: PH-23-012

HOLD a public hearing and consider an ordinance requested by Cornelius Rogers on behalf of StarPointe Realty Partners I, LLC **(Case #Z22-58)** to rezone approximately 3.0 acres, being Lot 1, Block 1 Vandyke Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The property is locally addressed as 6300 S. Fort Hood St. Killeen, Texas.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Zoning Case #22-58: "R-1" (Single-Family Residential District) to "B-3"

(Local Business District)

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: StarPointe Realty Partners I, LLC

Agent: Cornelius Rogers

Current Zoning: "R-1" (Single-Family Residential District)

Proposed Zoning: "B-3" (Local Business District) **Current FLUM Designation:** 'Residential Mix'

Summary of Request:

Cornelius Rogers, on behalf of StarPointe Realty Partners I, LLC **(Case #Z22-58)**, has submitted a request to rezone Lot 1, Block 1 Vandyke Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The property is locally addressed as 6300 S. Fort Hood St. Killeen, Texas.

If approved, the applicant intends to use the existing 5,200 sq. ft. building, formerly utilized as a church, as a real estate office.

Zoning/Plat Case History:

On October 19, 1999, via Ordinance# 99-84, the City annexed approximately 3,953 square miles; which included this property. In 2008, the subject property was rezoned from "B-5" (Business District) to "R-1" (Single Family Residential District) via Ordinance# 08-085, for the Evangel Temple Church.

Character of the Area:

North: Vacant lot zoned "B-5" (Business District)

South: Vacant lot zoned "A-R1" (Agricultural Single-Family Residential District)

West: Vacant lot zoned "B-5" across SH 195 (Business District)

East: Vacant lot zoned "A-R1" (Agricultural Single-Family Residential District)

Future Land Use Map Analysis:

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. Commercial uses need to be context sensitive and neighborhood scale commercial should be allowed along avenues and higher intensity roadways.

This 'Neighborhood Infill' growth sector includes already developed areas with access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties.

The request supports or furthers the following 2022 Comprehensive Plan recommendations:

- LU1 Use place types and complete neighborhoods as building blocks
- LU3 Encourage incremental evolution of neighborhoods

The Comprehensive Plan emphasizes place-based economic development and an increase in demand for "complete" neighborhoods where a variety of residential types, office, and retail are all integrated together. In addition, the Comprehensive Plan explains that existing neighborhoods should provide a complete environment with various uses with the goal of cultivating a more fiscally productive, flexible, and resilient community.

Neighborhood Analysis:

- This property is located within Killeen Development Zone #6 (Exhibit A).
- Current land use mix within this area comprises approximately:
 - 7% non-residential
 - 93% residential

Zoning district breakdown in DZ6:

- 10% agricultural
- 33% non-residential zoning districts
- 57% residential zoning districts.

*These numbers exclude special districts such as conditional or special use permits and planned unit developments.

The 'Residential Mix' land use designation promotes:

Use Mix: Up to 25% non-residential, 95% residential uses

Primary Uses: Single-Family, Accessory Dwelling Unit (ADU), Townhouses, Smallplex (2-4 Units),

Live-work

Secondary Uses: Small Office, Small Retail, Restaurant, Accessory Commercial Unit (ACU),

School, House of Worship

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is

located within the City of Killeen municipal utility service area and available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from S. Fort Hood Street, which is classified as a 120' wide Principal Arterial on the City of Killeen Thoroughfare Plan. Staff estimates that there will be 59 trips per day with 9 peak hour trips generated. A Traffic Impact Analysis is not required for the proposed land use.

Environmental Assessment:

The property is not located within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

Public Notification:

Staff notified six (6) surrounding property owners regarding this request. Of those property owners notified, three (3) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and two (2) reside outside of Killeen. To date, staff has received no written responses regarding this request.

Staff Findings:

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district; or
- Approve the applicant's request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request for "B-3" (Local Business District) as presented.

Staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan, as indicated in the Comprehensive Plan Analysis. Staff finds that the request is compatible with the existing land uses and prevailing community character. Further, staff finds that approval of this request would not negatively affect the surrounding community.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

At their regular meeting on January 30, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote 5 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Exhibit

Maps

Staff Report Continued (PH-23-012)

Site Photos

Minutes

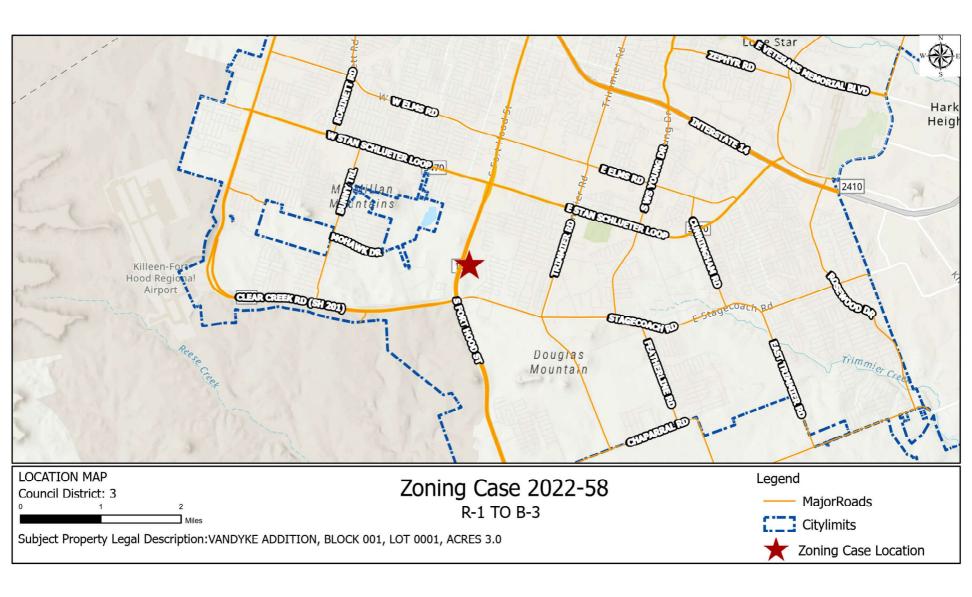
Ordinance

Considerations





Exhibit A. Killeen Development Zones map. The property is located within the Killeen Development Zone #6.



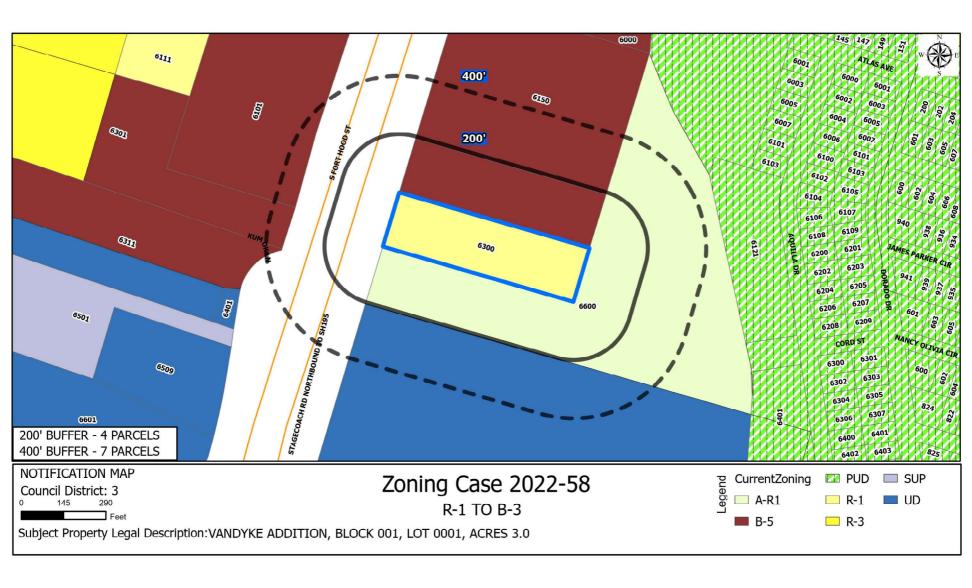


AERIAL MAP
Council District: 3
0 115 230

Zoning Case 2022-58 R-1 TO B-3

Zoning Case

Subject Property Legal Description: VANDYKE ADDITION, BLOCK 001, LOT 0001, ACRES 3.0



SITE PHOTOS

Case #Z22-58: "R-1" to "B-3"



View of the subject property looking east:



View of the surrounding property looking west:



SITE PHOTOS

Case #Z22-58: "R-1" to "B-3"



View of the surrounding property to the south:



View of the surrounding property to the north:



MINUTES PLANNING AND ZONING COMMISSION MEETING JANUARY 30, 2023

CASE #Z22-58 "R-1" to "B-3"

HOLD a public hearing and consider a request submitted by Cornelius Rogers on behalf of StarPointe Realty Partners I, LLC (Case #Z22-58) to rezone Lot 1, Block 1 Vandyke Addition from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The property is locally addressed as 6300 S. Fort Hood St. Killeen, Texas.

Mr. Hermosillo presented the staff report for this item. Mr. Hermosillo stated that the applicant intends to use the existing church building as a real estate office.

The property is consistent with the 'Residential Mix' designation of the Future Land Use Map (FLUM).

Staff notified six (6) surrounding property owners regarding this request. Of those notified, three (3) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and two (2) property owners reside outside of Killeen. To date, staff has received zero (0) written responses regarding this request.

Mr. Hermosillo also stated that staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan. Therefore, staff recommends approval of the applicant's zoning change request to rezone the property from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).

Cornelius Rogers was present to represent the request.

Chairman Minor opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Wilson moved to recommend approval of the applicant's request for "B-3" (Local Business District). Commissioner Marquez seconded, and the motion passed by a vote of 5 to 0.

ORDINANCE

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 3.0 ACRES BEING BLOCK 1, LOT 1, VANDYKE ADDITION, FROM "R-1" (SINGLE FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Cornelius Rogers on behalf of StarPointe Realty Partners I, LLC, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 3.0 acres being Vandyke Addition, Block 1, Lot 1 Abstract No. 201 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on January 30, 2022, duly recommended approval of the application for amendment:

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 28th day of February 2023, at the City Hall, City of Killeen;

WHEREAS the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

CITY OF KILLEEN:

SECTION I. That the zoning classification of approximately 3.0 acres being part of

Block 1, Lot 1 Vandyke Addition from "R-1" (Single-Family Residential District) to "B-3"

(Local Business District), said request having been duly recommended for approval of the "B-

3" (Local Business District), for the property locally addressed as 6300 S Fort Hood Street,

Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared

unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or

effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with

the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the

ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of

Killeen, Texas, this 28th day of February 2023, at which meeting a quorum was present, held in

accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

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CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

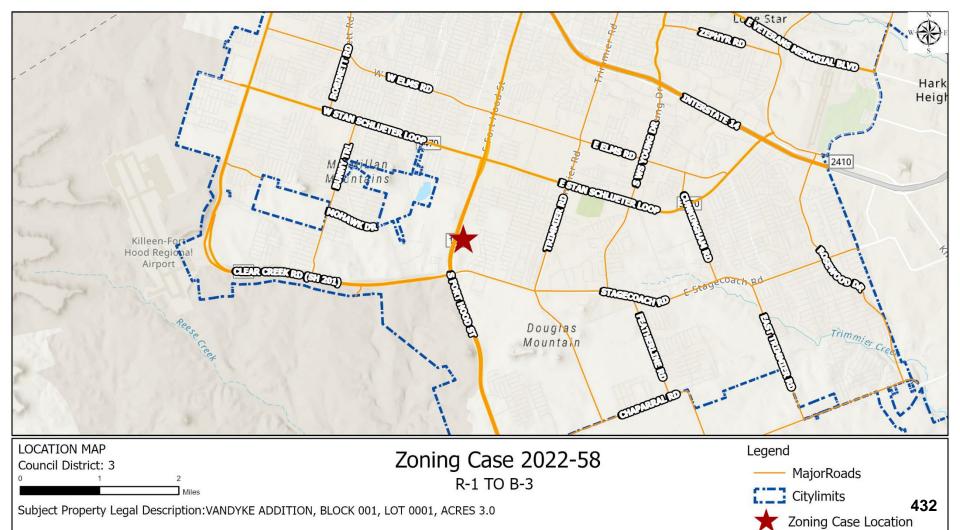
C. Conditions to Consider

- Occupation shall be conducted only by members of family living in home.
- 2. No outside storage or display
- 3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
- 4. Cannot allow the performance of the business activity to be visible from the street.
- 5. Cannot use any window display to advertise or call attention to the business.
- 6. Cannot have any signs
- 7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
- 8. No retail sales.
- 9. Length of Permit.

CASE #Z22-58: "R-1" TO "B-3"

Case #Z22-58: "R-1" to "B-3"

- HOLD a public hearing and consider an ordinance requested by Cornelius Rogers on behalf of StarPointe Realty Partners I, LLC (Case #Z22-58) to rezone approximately 3.0 acres, being Lot 1, Block 1 Vandyke Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).
- The property is locally addressed as 6300 S. Fort Hood St. Killeen, Texas.





AERIAL MAP
Council District: 3

Zoning Case 2022-58 R-1 TO B-3

Citylimits

Zoning Case

Subject Property Legal Description: VANDYKE ADDITION, BLOCK 001, LOT 0001, ACRES 3.0

Case #Z22-58: "R-1" to "B-3"

□ If approved, the applicant intends to use the existing church building (5,200 sq. ft.) as a real estate office.

Comprehensive Plan Analysis

□ The subject property is designated 'Residential Mix' on the FLUM, which promotes a use mix of up to 25% non-residential and 95% residential uses.



Comprehensive Plan Analysis

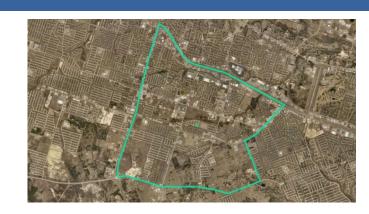
Located within Development Zone #6.

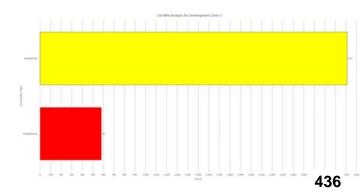
Approximate current land use mix:

- □ 33% non-residential uses
- □ 57% residential uses
- 10% agricultural

Approximate Zoning districts (excluding special districts)

- 7% non-residential zoning districts
- □ 93% residential zoning districts





Comprehensive Plan Analysis

- Consistent with the 'Residential Mix' designation of the Future Land Use Map (FLUM).
- □ The request promotes or furthers the implementation of the following Comprehensive Plan recommendations:
 - LU1 Use place types and complete neighborhoods as building blocks
 - □ LU3 Encourage incremental evolution of neighborhoods

^{*}Land Use & Growth Management (LU) Recommendations

Case #Z22-58: "R-1" to "B-3"

View of the subject property facing east:



438

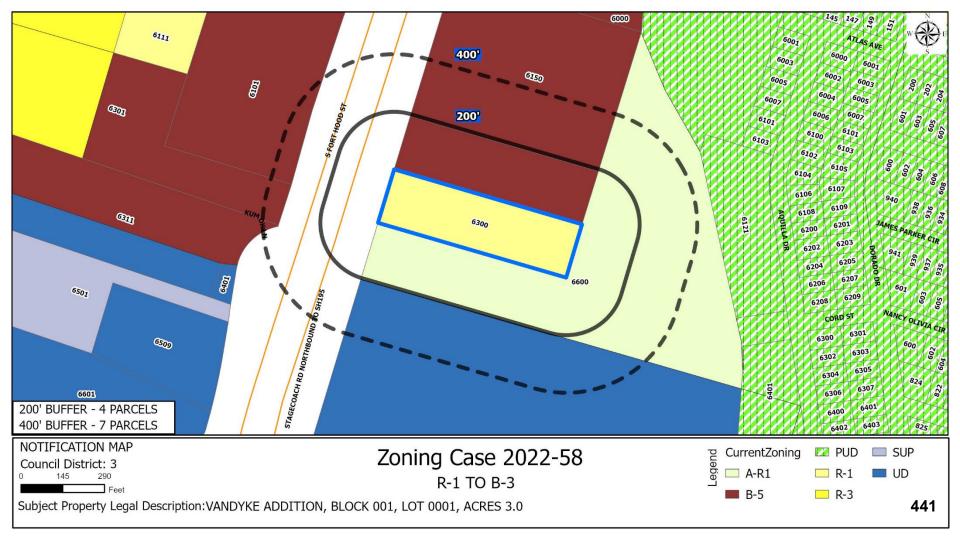
Case #Z22-58: "R-1" to "B-3"

View from the subject property facing west:



Public Notification

- □ Staff notified six (6) surrounding property owners regarding this request.
- Of those notified, three (3) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and two (2) property owners reside outside of Killeen.
- □ To date, staff has received zero (0) written responses regarding this request.



Alternatives

The City Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district; or
- Approve the applicant's request as presented.

Staff Recommendation

- Staff finds that the request is consistent with the policies and principles of the 2022 Comprehensive Plan.
- Additionally, the request is compatible with the existing land uses and prevailing community character. Approval of this request would not negatively affect the surrounding community.
- □ Therefore, staff recommends approval of the request as presented.

Commission Recommendation

□ At their regular meeting on January 30, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0.



City of Killeen

Staff Report

File Number: PH-23-013

HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expense accounts in multiple funds.

DATE: February 21, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

SUBJECT: **Budget Amendment**

BACKGROUND AND FINDINGS:

The budget amendment predominantly addresses two major initiatives that includes appropriating additional funding for the Aviation Corporate Hangar II project due to an increase in building material prices and an increase to the professional service agreement; and additional funding for the professional services agreement for ADA assessment of all public rights-of-way.

The revenue will be amended as follows:

Revenue

Transfer from General Fund \$586,741 Transfer from KFHRA Fund \$362,351

TOTAL \$949,092

The expenses will be amended as follows:

Expense

Transfer to Gov't CIP Fund \$586,741

Consulting 586,741

Transfer to Aviation CIP Fund 362,351

Construction 362,351 TOTAL \$1,898,184

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not approve the ordinance amending the FY 2023 Annual Budget.

Option 2 - Approve the ordinance amending the FY 2023 Annual Budget.

Which alternative is recommended? Why?

Option 2 is recommended to approve the ordinance amending the FY 2023 Annual Budget.

CONFORMITY TO CITY POLICY:

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

FINANCIAL IMPACT:

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

This budget amendment will appropriate \$362,351 in additional funding for construction expense in FY 2023 for the Aviation Corporate Hangar II project and \$586,741 in additional funding for the professional services agreement for the ADA assessment.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

If not, where will the money come from?

N/A

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

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

RECOMMENDATION:

City Council approve the ordinance amending the FY 2023 Annual Budget.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO.	DINANCE NO.
---------------	-------------

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; 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, 2022 to September 30, 2023, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to amend the FY 2023 Annual Budget; and

WHEREAS, the budget amendment requires City Council approval;

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

SECTION 1. That Ordinance 22-067, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2022 to September 30, 2023, be amended as to the portion of said budget as follows:

Revenues:

Account Number	Description	Budget Change	Budget
349-0000-391.01-10	Transfer from Fund 010		\$ 4,483,512
	Transferring fund balance in excess of 22% from General Fund to Gov't CIP Fund to fund additional cost of ADA assessment of all ROWs – Phase II as part of the terms of the DOJ settlement agreement.	586,741	
	Budget Change Sub-total	586,741	
	Account Sub-total		5,070,253
523-0000-391.05-25	Transfer from Fund 525		-
	Increase in construction cost in Base Bid C and Add Alt. 2 of the Corporate Hangar II project due to inflation and the increase in building material prices. This portion is ineligible for FAA funding.	362,351	
	Budget Change Sub-total	362,351	
	Account Sub-total		362,351
	REVENUE TOTAL	\$ 949,092	\$ 5,432,604

Expenditures:

Account Number	Description	Budget Change	Budget
010-9501-491.93-49	Transfer to Fund 349		4,483,512
	Transferring fund balance in excess of 22% from		
	General Fund to Gov't CIP Fund to fund additional	586,741	
	cost of ADA assessment of all ROWs - Phase II as	500,741	
	part of the terms of the DOJ settlement agreement.		
	Budget Change Sub-total	586,741	
	Account Sub-total		5,070,253
349-8932-493.47-01	Consulting		-
	Transferring fund balance in excess of 22% from		
	General Fund to Gov't CIP Fund to fund additional	586,741	
	cost of ADA assessment of all ROWs – Phase II as	560,741	
	part of the terms of the DOJ settlement agreement.		
	Budget Change Sub-total	586,741	
	Account Sub-total		586,741
523-8905-493.69-03	Construction		1,983,667
	Increase in construction cost in Base Bid C and Add		
	Alt. 2 of the Corporate Hangar II project due to	362,351	
	inflation and the increase in building material prices.	302,331	
	This portion is ineligible for FAA funding.		
	Budget Change Sub-total	362,351	
	Account Sub-total		2,346,018
	T () 5 1500		
525-9501-491.95-23	Transfer to Fund 523		-
	Increase in construction cost in Base Bid C and Add		
	Alt. 2 of the Corporate Hangar II project due to		
	inflation and the increase in building material prices.	362,351	
	This portion is ineligible for FAA funding.		
	Budget Change Sub-total	362,351	
	Account Sub-total	302,331	362,351
	7.000ditt oub-total		002,001
	EXPENDITURES TOTAL	\$ 1,898,184	\$ 3,295,110

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 38 and 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 law.

Texas, this <u>28th</u> day of February, <u>20</u>	eeting of the City Council of the City of Killeen, 023_, at which meeting a quorum was ions of V.T.C.A., Government Code, §551.001
et seq.	APPROVED
	Debbie Nash-King Mayor
ATTEST:	APPROVED AS TO FORM:
Laura J. Calcote City Secretary	Holli C. Clements City Attorney



BUDGET AMENDMENT

Background

- Additional cost for the Corporate Hangar project
 - Construction
 - **\$362,351**
 - Ineligible for FAA funding
 - Increase is due to the increase in building material prices

- 2
- Fund additional cost for ADA assessment of all public ROWs – Phase II
 - Professional Service Agreement
 - \$1,204,293 Total Cost
 - Funding available: \$617,552
 - Additional funding needed: \$586,741

Project	Account Description	FY 2023 Budget		Budget Change	Amended Budget
ADA					
Compliance	Transfer from General Fund	\$ 4,483,512	\$	586,741	\$ 5,070,253
Aviation Hangar					
#2	Transfer from KFHRA Fund	-		362,351	362,351
	Total Revenue	\$ 4,483,512	\$	949,092	\$ 5,432,604
ADA	Transfer to Govt CIP Fund	\$ 4,483,512	\$	586,741	\$ 5,070,253
Compliance	Consulting	38,321		586,741	625,062
Aviation Hangar	Transfer to Aviation CIP Fund	-		362,351	362,351
#2	Construction	1,983,667		362,351	2,346,018
	Total Expense	\$6,505,500	\$ '	1,898,184	\$ 8,403,684453

4

Recommendation

City Council approve the ordinance amending the FY 2023 Annual Budget



City of Killeen

Staff Report

File Number: DS-23-018

South Service-Area Water Evaluation

CITY OF KILLEEN SOUTH SERVICE AREA EVALUATION

February 21, 2023

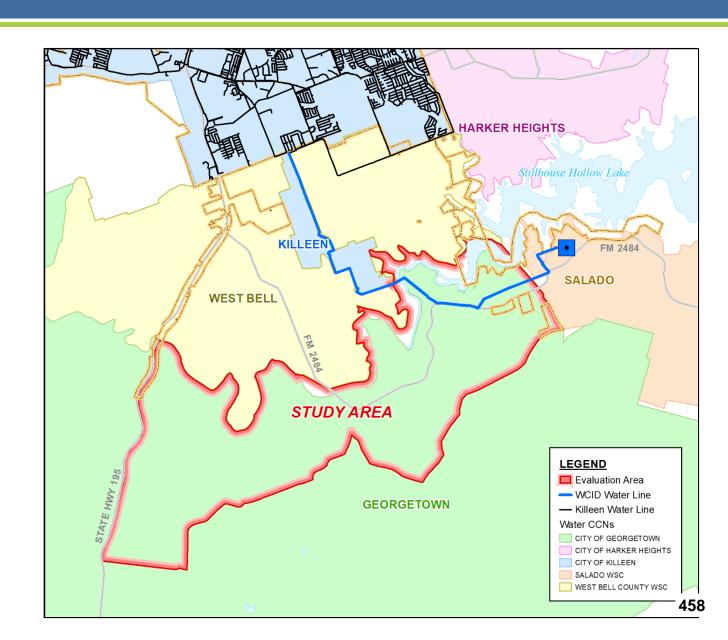


PRESENTATION OVERVIEW

- 1. Project Background
- 2. Population Projections
- 3. Proposed Improvements
- 4. Water Supply Considerations
- 5. Open Discussion

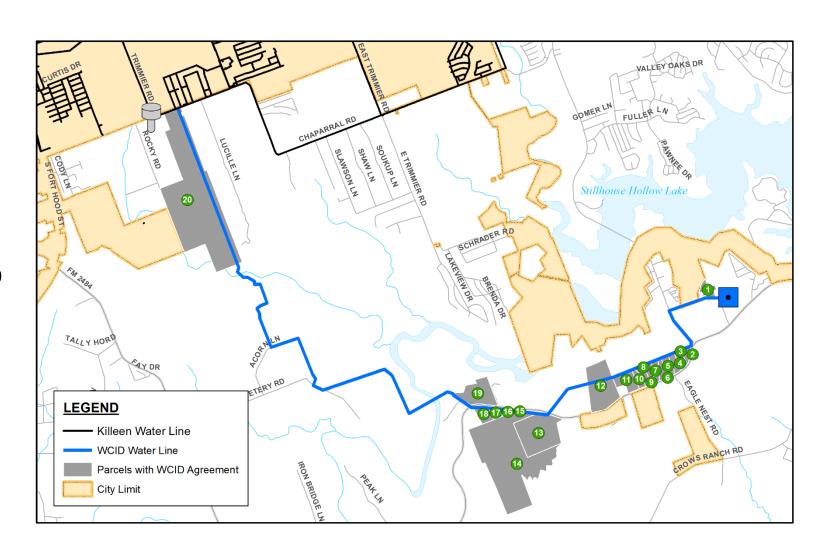
PROJECT BACKGROUND

- Evaluation of infrastructure required to extend water service south near the new Bell County WCID #1 water treatment plant
- Approximately 18,000 acres bounded by:
 - West Bell CCN to the north
 - Crows Ranch/Stillman Valley Road to the south
 - Highway 195 to the west
 - Salado CCN to the east

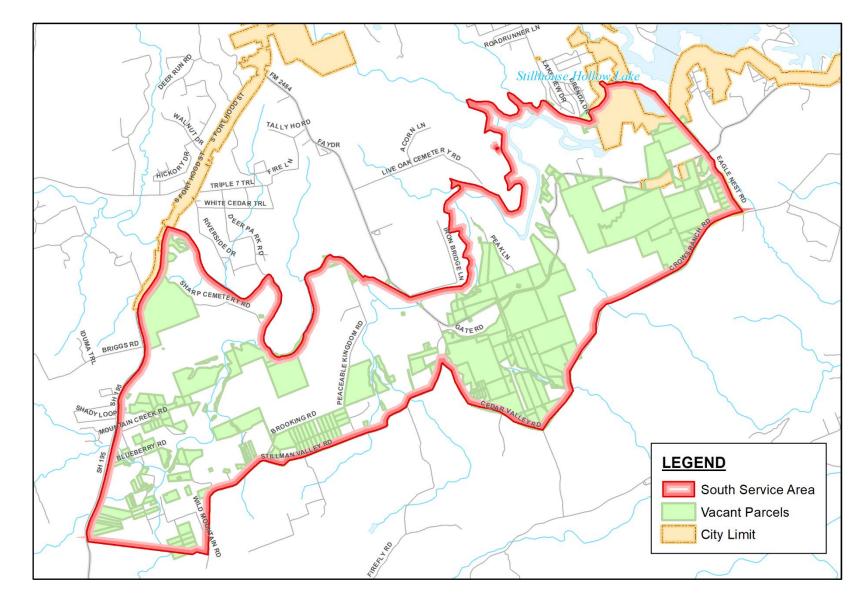


PROJECT BACKGROUND

- Bell County WCID #1
 requested Killeen provide
 retail water service to
 customers along existing
 36-inch pipeline
- 20 taps already in place, no meters set
 - 18 in Georgetown's CCN
 - 1 in Salado's CCN
 - 1 in Killeen's CCN

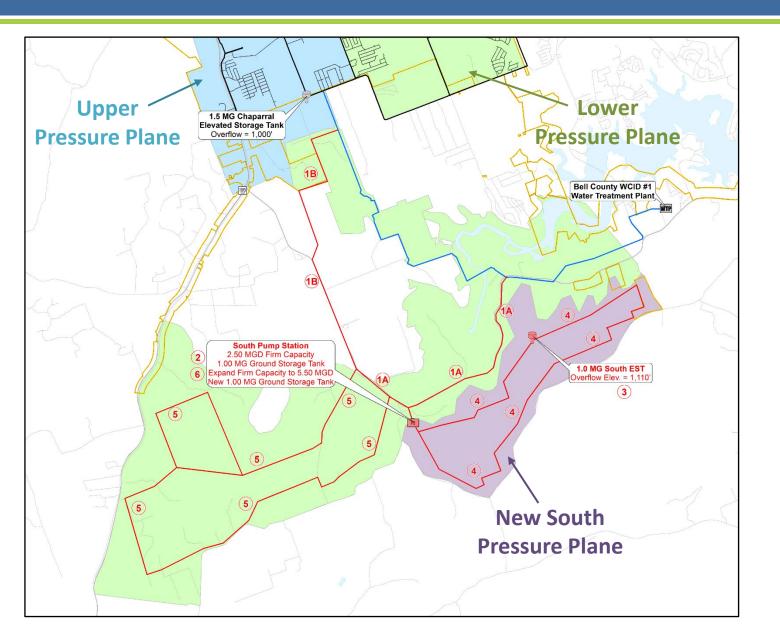


POPULATION PROJECTIONS



- City planning department identified vacant parcels and prepared population projections
- Assumed 0.5-acre lots and 2.73 people/household
- Estimated population
 - 45% of Buildout = 24,721
 - 100% Buildout = 54,936

PROPOSED IMPROVEMENTS



RECOMMENDED PROJECTS

- (1A) 24-inch Transmission Line (South)
- (1B) 24-inch Transmission Line (North)
- 2.5 MGD South Pump Station
- 3 1.0 MG South Elevated Storage Tank
- 4 16-inch South Pressure Plane Water Lines
- 5 16/12-inch Lower Pressure Plane Water Lines
- 6 3.0 MGD South Pump Station Expansion

COST ESTIMATES

Project Number	t Number Project Name	
1A	24-inch Transmission Line (South)	\$14,975,500
1B	24-inch Transmission Line (North)	\$17,650,400
2	2.5 MGD South Pump Station	\$11,773,200
3	1.0 MG South Elevated Storage Tank	\$8,633,700
4	16-inch South Pressure Plane Water Lines	\$28,054,600
5	16/12-inch Lower Pressure Plane Water Lines	\$36,572,100
6	6 3.0 MGD South Pump Station Expansion	
	TOTAL	\$123,153,700

COST ESTIMATES

Project Number	Project Name	Project Cost
1A	24-inch Transmission Line (South)	\$14,975,500
1B	24-inch Transmission Line (North)	\$17,650,400
2	2.5 MGD South Pump Station	\$11,773,200
3	1.0 MG South Elevated Storage Tank	\$8,633,700
4	16-inch South Pressure Plane Water Lines	\$28,054,600
5	5 16/12-inch Lower Pressure Plane Water Lines	
6	6 3.0 MGD South Pump Station Expansion	
	TOTAL	\$123,153,700



WATER SUPPLY CONSIDERATIONS

		Annual Water Supply (Raw Water)	Maximum Day Usage (Treated Water)
1	Current Water Contracts	39,964 ac-ft / year	42.0 MGD
2	Buildout of Existing CCN	26,880 ac-ft / year	39.6 MGD
3	Surplus or Deficit – Existing CCN	+13,084 ac-ft / year	+2.4 MGD
4	Buildout of Existing CCN + South Service Area	33,029 ac-ft / year	49.2 MGD
5	Surplus or Deficit – Expanded CCN	+6,935 ac-ft / year	-7.2 MGD

OPEN DISCUSSION

Jessica Brown, PE | 817-735-7406 | jlb@freese.com Freese and Nichols, Inc.

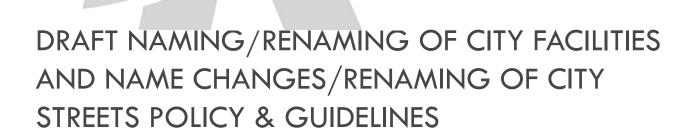


City of Killeen

Staff Report

File Number: DS-23-019

Policy Naming/Renaming of City Facilities & Name Changes/Renaming of City Streets



Background

- Motion of direction to develop policy & guidance for naming/renaming for City facilities
 - Draft policy also includes name changes/renaming of city streets that mirror requirements in Article IV., Section 25-119, 120 of Killeen Code of Ordinances

- Draft policy contains:
 - Purpose defines the process, objectives, policies & procedures, responsibilities
 - Includes definitions
 - Objective –establish consistent process and approach for naming/renaming
 - Policy & Guidelines —establish criteria for naming/renaming considerations
 - Forms to submit for consideration of naming/name changes

Policy & Guidelines

- Process and guidelines for renaming existing facilities and parks
- Process for naming new city facilities and parks
- Process for any corporate sponsorship naming program
- Process for naming/renaming city streets, follows current process in Code of Ordinance

- Do not adopt or approve the DRAFT Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets
- Adopt and approve the Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets with changes
- Approve the DRAFT Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets

-

Approve the DRAFT Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets



City of Killeen

Staff Report

File Number: DS-23-020

District 4 Parks, Trails & Open Space



City of Killeen

Staff Report

File Number: DS-23-021

Receive briefing on pending litigation: McCollum v. City of Killeen, et. al.



Proposal for the

City of Killeen

ADA Self-Evaluation and Transition Plan

Public Right-of-Way

December 15, 2022



Meeting the Challenge, Inc., A CP&Y Company

3630 Sinton Road, Suite 103, Colorado Springs, CO 80907



Meeting The Challenge Inc.
3630 Sinton Road, Suite 103
Colorado Springs, Colorado 80907

Ms. Leslie Hinkle City of Killeen P.O. Box 1329 Killeen, TX 76540-1329

Ms. Hinkle,

Meeting the Challenge, Inc. (MTC) is pleased to provide the City of Killeen with our proposal for the Phase II Public Right-of-Way Self-Evaluation and Transition Plan project.

This phase of the project satisfies the requirements for assessing the City's Public Right-of-Way, analyzing, and prioritizing this data, and developing a Transition Plan to remediate the identified barriers. MTC is fortunate to have worked with the City to complete Phase I of the project to assess the Policies, Knowledge, Website, Parks, and Facilities identifying barriers to programs, services, and activities.

This proposal considers the specific schedule needs of this project.

We have added teams to collect data and will be conducting continuous analysis of all findings to rapidly provide the City with updated findings and recommendations to meet the schedule. All information will be provided to the City as appendices to the Phase I Self-Evaluation and Transition Plan.

We understand that ADA Title II Self-Evaluations and Transition Plans can be complicated. Through our experience and long-standing access to the Department of Justice and the U.S. Access Board, MTC has gained the knowledge and expertise to help our clients navigate the often-confusing path to solve their disability law compliance challenges. We will continue to guide the City in understanding the sometimes complicated ADA Title II Self-Evaluations and Transition Plan process.

As all of our Self-Evaluation and Transition Plan projects have shown, the achievement of a project such as yours will be of great importance to enhancing accessibility to the City's programs and facilities and will ultimately create an environment that truly reflects the forward-thinking nature of you, your staff, and the community.

Best regards,

R. Shane Wade, PE Senior VP, Director of Operations CP&Y, Inc., An STV Company

CONTENT

Firm Profile

References

Sample Deliverables

Proposal Contact

Matthew Lucier

Phone

	720.370.6776
Technical Understanding	8
	Email
	mlucier@cpyi.com
Scope of Work	11
	Addres:
	3630 Sinton Road, Suite 103
Project Team	20 Colorado Springs, CO 80907
Experience	26 Corporate Details
	State of Incorporation
Experience	26 Corporate Detai

32

34

Colorado

Date of Incorporation

December 1989

Number of Years in Business

33



FIRM OVERVIEW

Meeting the Challenge is a national ADA consulting firm that serves individuals and organizations with rights and responsibilities for compliance under federal disability rights laws. We are able to provide the City with the knowledge and resources to solve all disability law compliance challenges and increase access for people with varied abilities.

Meeting the Challenge is a subsidiary of CP&Y, Inc.,a full-service architectural and engineering consulting firm. The combination of MTC and CP&Y brings together a broader suite of accessibility services to our clients.

MTC can provide solutions for the City of Killeen to help solve disability law compliance challenges, which all towns, cities, counties, and states experience.

Meeting the Challenge is able to provide the following services:

- Self-Evaluation and Transition Plans
- Public Right-of-way Audits
- Park and Recreation Audits
- Outdoor Recreation Area Audits
- DOJ Project Civic Access Response Facilitation
- DOJ Photo Verification Reports
- ADA Settlement Resolution Consulting for the DOJ
- Multi-housing FHA Compliance Audits
- Expert Testimony
- Disability Laws Training
- ADA Lawsuit Consulting
- Facility Audits
- Website Accessibility Audits
- ADA Architectural Plan Reviews





MTC provides on-call services in order to continue our partnership with the City as progress is made. Most of our clients keep us on a retainer for on-call services following the completion of the Self-Evaluation Transition Plan process to ensure that the City is working in compliance with the ADA, conduct plan reviews and to answer ADA questions throughout the process.

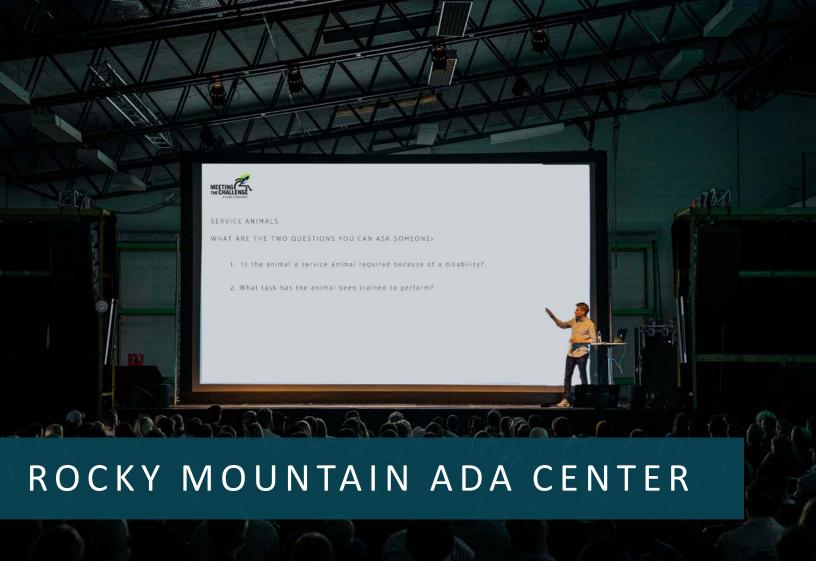
Meeting the Challenge is currently providing consulting services for many on-going projects, including Houston Airport Systems, the City and County of Denver, Colorado, Lumpkin County, Georgia, Boulder County, Colorado, and several other state and local government entities.

MTC is well-suited to provide on-call ADA Consulting Services for the City of Killeen. We understand that there is much work to be completed once the Self-Evaluation and transition plan has been adopted. The role of the ADA Coordinator becomes responsible for guiding the City in the implementation of the plan. We have found that nearly all clients have questions and need guidance during implementation, and MTC gladly offers these services.

Our on-call consulting services will provide the City with access to MTC's staff of ADA consultants to guide the City in implementation of ADA policies and associated guidance documents. MTC has completed plan review services for over 25 architectural firms. Our scope of services generally includes redlining plan review sets at SD, DD, and CD, and at least two site walks during construction. After each site walk, we produce an inspection report, Including ADA plan review in any construction project can help eliminate the need for rework.

MTC is backed by the power of CP&Y's over 400 engineers and architects to provide the highest quality of services.

Together with our local engineers, we recently completed a project that included writing a new chapter in a client's Engineering Criteria Manual, and included staff training, so that moving forward, ADA compliance is considered in the earliest stages of design. We are able to provide similar expertise and services to the City of Killeen.



Since 1991, Meeting the Challenge has operated the Rocky Mountain ADA Center, one of ten Regional technical assistance centers funded by the National Institute on Disability, Independent Living, and Rehabilitation Research, a division of the U.S. Department of Health and Human Services.

The Rocky Mountain ADA Center has provided technical assistance on the Americans with Disabilities Act, throughout the six state Rocky Mountain Region (Colorado, Utah, Wyoming, Montana, South Dakota, and North Dakota), for nearly 33 years and has established itself as a leader among the ten Regional technical assistance centers. Through this experience, Meeting the Challenge has become a recognized authority for ADA knowledge and implementation.

The Rocky Mountain ADA Center helps individuals, institutions, and businesses understand their rights and responsibilities under the ADA and supports full implementation of the ADA. They provide information, guidance, and training on all aspects of the ADA.

With the knowledge and research that the Rocky Mountain ADA Center provides, Meeting the Challenge is able to provide you with the latest information and unlimited technical assistance by our ADA Information Specialists on staff.



TITLE II REQUIREMENTS

Meeting the Challenge has helped many state and local government entities comply with the Americans with Disabilities Act Title II requirements for a Self-Evaluation and Transition Plan. While these requirements are identified as two separate processes in two separate sections of the Title II regulations, the Self-Evaluation and Transition Plan process should be completed in tandem.

MTC is aware that limited budgets require some local governments to complete a Self-Evaluation and Transition Plan project in phases. MTC works with its clients to define a scope of work that will satisfy Self-Evaluation and transition plan requirements and remain within budgetary constraints.

SELF-EVALUATION REQUIREMENTS

ADA regulations require a public entity to evaluate its current services, policies, and practices to determine if they meet the requirements of Title II. If modification of services, policies, and practices is needed, the public entity must make the necessary modifications.

A public entity must also provide an opportunity to interested people, people with disabilities, and organizations that represent people with disabilities, to take part in the Self-Evaluation process, by submitting comments.

A public entity that employs 50 or more persons must maintain its Self-Evaluation on file, make it available for public inspection, and include the following:

- A list of the interested persons consulted
- A description of areas examined and any problems identified
- A description of any modifications made

Other than removing architectural barriers, the best alternative, for providing access to many programs, may be to offer virtual access on a website. Many interactions and transactions that once required face-to-face contact at a public facility can now be accomplished online. MTC recommends at least a top-level review of an entity's website.

To fulfill the requirement for public input, MTC recommends a publication of the Self-Evaluation findings and actions to be taken, to resolve those findings. MTC will name organizations, within the community, that can ask for public comment and feedback, from people with disabilities, on its self-evaluation and transition plan.

TRANSITION PLAN REQUIREMENTS

If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

The plan shall, at a minimum—

- i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- ii) Describe in detail the methods that will be used to make the facilities accessible;
- iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- iv) Indicate the official responsible for implementation of the plan.



The location of a barrier is critical to understanding the need and volume of program use. A marginally non-compliant sidewalk or curb ramp, in a high traffic area, has a greater priority for mitigation than a corner without a curb ramp in a quiet residential neighborhood.





FACILITIES SERVING PEDESTRIAN TRANSPORTATION

MTC will collect data on the existing conditions of pedestrian facilities in the City's public right-of-way, from the public right-of-way to the City facilities. MTC will analyze the existing conditions of pedestrian facilities based on the U.S. Access Board's Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), including the proposed guidelines for Shared Use Paths, where appropriate. Application of PROWAG is consistent with the 2010 ADA Standards permission for equivalent facilitation and is recognized by the Federal Highway Administration (FHWA), as best practices for pedestrian facilities in the PROW.

MTC recommends the most practical and cost-effective methods for removing barriers. However, MTC's approach to priority recommendations does not necessarily prescribe removal of the least difficult barriers first. MTC's priority recommendations set us apart from many in the industry.

MTC bases our priority calculations on a straightforward interpretation of DOJ's regulation, listing the categories of facilities served by pedestrian facilities, in their order of importance (see § 35.150(d) (2)).

MTC has concluded, from experience, that the most important factors, in determining the priority for the removal of a given deficiency in pedestrian facilities, are the factors that evaluate the program access needs and volume of pedestrian traffic expected at a given location. It is the context – the program access demand of a location – not the degree of deficiency that determines priority for resolution of a given finding.

MTC calculates a priority with values for each element finding, the lower the value, the higher the priority. Based on the calculation that MTC applies, barriers that are most likely to prevent program access, located in the highest pedestrian traffic areas – where risk is also highest – are the first to be resolved.

PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY

Pedestrian facilities in the public right-of-way (PROW), i.e., public sidewalks, crosswalks, curb ramps, bus stops, etc., are a public program – pedestrian transportation. The primary function of public sidewalks is to serve transportation needs. The minimal opportunity of people with disabilities to travel even short distances on public sidewalks has a negative impact on their ability to access local services, places of public accommodation, and fixed-route public transit.

WHY PROWAG?

Program access is required even when there are not formal or legally adopted standards that define or prescribe the technical provisions to achieve compliance.

The Federal Highway Administration recognizes Public Right-Of-Way Accessibility Guidelines as "recommended best practices, and [they] can be considered the state of the practice that could be followed for areas not fully addressed by the present ADAAG standards."

PRIORITITIZING REMEDIATION OF FINDINGS

When physical changes to pedestrian facilities are needed to achieve program accessibility, a public entity should develop a transition plan explaining how, when, and who will be responsible for implementing the plan to complete such changes.

The priority is to remove barriers that will most effectively and efficiently make programs accessible. Priority for the remediation of barriers in PROW is essentially a function of location. Locations have priority relative to proximity of entities covered by the ADA. Our team calculates priority of locations starting with the walksheds surrounding covered entities and other locations with high anticipated pedestrian traffic.



Field team noting measurements of a pedestrian signal.



Measuring the slope of a sidewalk ramp.



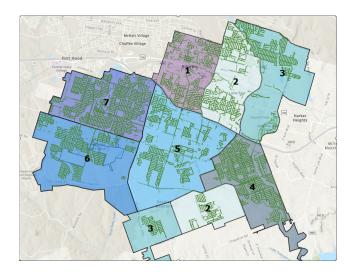
Our team using our data collection tool to collect public right-of-way measurements.

PROJECT WORK ORDERS

MTC has taken the approach of breaking down the data collection efforts into three work orders to allow for the management of collection, analysis, and reporting of the data collected. Taking this approach will enable the City to begin the implementation of barrier removal and incorporating remediations into the City's current Capital Improvement Projects. It also allows the City to receive a draft self-evaluation transition plan (SETP) and an Accessibility Compliance Data Table (ACDT) containing opinions of probable construction costs (OPCC) three times throughout the project rather than at the end.

MTC performed a thorough analysis using spatial and non-spatial data provided by the City from Phase 1 of the facilities' data collection efforts. This data includes geospatial layers and a data table containing each City-owned facility's prioritization.

The facilities are divided into four prioritization categories ranging from 0 - 3.



- Priority level 0 represents the top three City-owned facilities having the highest amount of public interaction and pedestrian foot traffic.
- Priority level 1 represents the remaining facilities with the next highest volume of public interaction.
- Priority level 2 includes any facility primarily shared with the public and City staff members.
- Priority level 3 represents any employee-only facility.

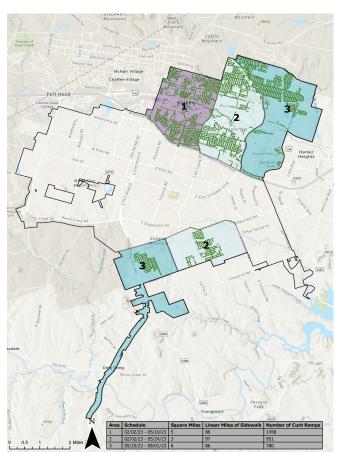
Work order 1 was divided into three targeted areas for the data collection team. Areas 1 - 3 all fall within a one-mile radius of City facilities with a prioritization ranking of 0 and 1. Targeting these areas first allows the City to implement barrier removal six months into the project on pedestrian facilities with the highest pedestrian foot traffic.

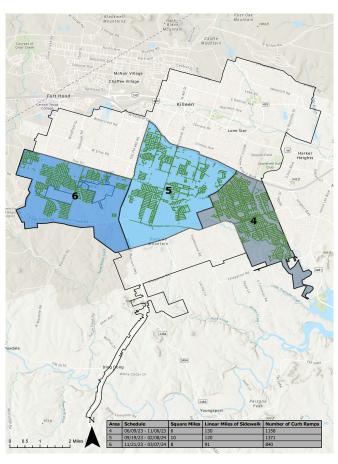
Work order 2 was divided into three targeted areas for the data collection team to begin following the completion of work order 1. Areas 4 - 6 all fall within a one-mile radius of City facilities with a prioritization ranking of 1 and 2. Having these areas as a continuation of work order one allows the City to begin implementing and phasing out work several fiscal years down the road.

Work order 3 comprises Area 7. Area 7 includes residential neighborhoods and City facilities with a prioritization level of 3.

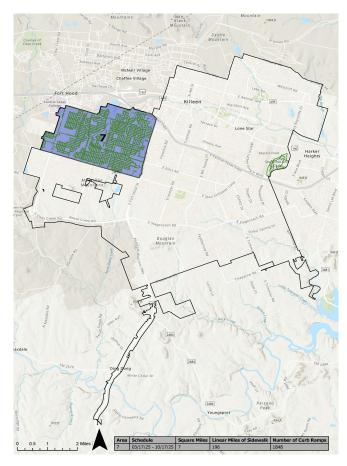
Work Order 1 - PROW Assessment

Work Order 2 - PROW Assessment





Work Order 3 - PROW Assessment



OUR APPROACH

Our project approach is unique based on our broad spectrum of accessibility experience combined with our extensive knowledge of ADA Standards and Regulations, including:

- ➤ 2010 ADA Standards for Accessible Design
- Federal Architectural Barriers Act Accessibility Standards (ABAAS)
- Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- > Federal Standards for Outdoor Developed Areas
- ➤ Web Content Accessibility Guidelines (WCAG)

OUR PROCESS

For the majority of your public pedestrian facilities, our field staff will discover physical barriers. However, it is important to know that all barriers are not created equal.

Based on regulatory requirements, there are three main categories of barrier removal that must be identified in every Self-Evaluation and Transition Plan:

- Primary barriers which prevent access to State or local governments' services, programs, and activities, when viewed in their entirety.
- Barriers which were created by new construction or alterations (i.e. new construction and alterations built after January 26, 1992), which do not comply with enforceable standards at the time of construction.
- Barriers which existed prior to the ADA and currently present no barrier to program access, should be listed in the transition plan, even when there is no current requirement for their removal.

Our objective is to develop a process for the City that will guide decisions of mitigating barriers. Public entities should make each of their services, programs, and activities accessible, when viewed in their entirety. However, the regulations do not necessarily require a public entity to make each of its pedestrian facilities accessible.

Considerations, in prioritizing and scheduling the removal of architectural barriers in pedestrian facilities, also include the concepts of covered entities and their proximity to the right-of-way, usage, and zoning.

PRIORITIES

Our team is continuously improving the technology that we use to collect and analyze facility and public right-of-way data. We also work to improve our approach to assessing program access issues and evaluating priorities.

Our approach requires close interaction with our clients to appreciate the uniqueness of the programs, policies, practices, and populations of each community.

Prioritization of the steps and tasks involved in the selfevaluation process and the development of an ADA transition plan is essential for the effective and efficient use of the resources of a community.

Cost Savings

We understand that budgets are not limitless and barriers may need to be removed to ensure that its programs are accessible to qualified individuals with disabilities, which can require many years of planning and implementation.

We will partner with the City to guide available resources to the most critical barriers that can affect access to programs for the greatest number of people.

PROJECT DATABASE AND MAPS

- Meeting the Challenge uses its own company-developed proprietary compliance software called
 Accessibility Compliance Technology (ACT), specifically designed to support the Self-Evaluation in
 capturing data for facilities, parks, trails, and PROW. ACT allows our project teams to quickly and
 efficiently collect and analyze data while simultaneously performing quality control and maintaining
 data integrity.
- Our software solution integrates with ArcGIS as a centralized cloud-based storage and ESRI application for database maintenance, data collection, and analysis.
- All data collected within the right-of-way will integrate with the City's ArcGIS feature classes, making it an efficient transfer of data.
- Utilizing feature classes allows the City to identify and view the location of each exterior barrier by navigating from an element or attribute to ArcGIS.

TRANSITION PLAN

- MTC will consolidate accessibility compliance findings, within the first draft of the PROW Accessibility
 Compliance Data Table (ACDT), in a format that is easy to understand and used for continued
 compliance efforts. The ACDT will include recommendations, priorities, GPS data, and a tracking
 method for the resolution status of barrier mitigation.
- MTC will provide recommendations to remedy all non-compliant elements of program accessibility, considering viewed in its entirety, extent of feasibility, and fundamental alteration.
- MTC will meet with the City to review the draft documents, identify project priorities, and solicit feedback prior to preparing, producing, and presenting a final draft of the ADA Transition Plan to the City.
- MTC will prepare and present findings at a Q&A Session for City staff and City Project Team to clarify information and finalize process.
- MTC will assist the City in incorporating the facilities draft Self-Evaluation and Transition plan into a final Self-Evaluation and Transition Plan, which can be published for public access.

PUBLIC OUTREACH

Note: Though this is not included in the overall scope of the project. MTC is available to provide guidance on the public outreach process

Public input is an essential component of a Self-Evaluation. MTC may support the City in hosting public outreach meetings and assist in the solicitation of public input by inviting community representatives to participate in the City's Self-Evaluation process. MTC considers public input when developing priorities for removing barriers to accessibility.

MTC will assist the City in preparing a presentation for City Council, which will accompany the final report. The Project Manager and other key project members will be available to present, or co-present, the transition plan and will be available to answer questions that may arise.

PROJECT CLOSE OUT

MTC will prepare a final report for the City, which will include a description of how the Self-Evaluation was administered and the recommendations to remediate programmatic access barriers found. The final report will include an executive summary, as well as a full report. The final report will identify actual and potential barriers to inclusion, including procedural, operational, attitudinal, and physical conditions, and the processes by which they were identified and the processes by which they will be resolved. MTC will include priorities for architectural barrier removal and barrier removal in the Public Right-of-Way that are established by the City. We understand that the information must be concise, yet provide the appropriate level of details so that City Council is able to understand the City's obligation for compliance with the ADA and the actions needed to comply.

MTC has experience presenting findings to City and County government officials. It is encouraged to involve City Council members at the beginning stages of the project, so they are aware of the tasks that will take place. It becomes critical for City Council to understand the scope of the project during the Public Outreach task, when constituents may contact their council member for more information. We have successfully guided past clients through the process of formal adoption of a transition plan by ordinance or resolution by elected officials and publication on your website.

PROPOSED SCHEDULE

SELF-EVALUATION ASSESSMENT (Work Order 1)	Dates						
Kickoff Meeting	Jan 2023						
Area 1	Feb 23 - May 2023						
Area 2	Feb 23 - May 2023						
Area 3	May 23 - Sep 2023						
SELF-EVALUATION ASSESSMENT (Work Order 2)							
Area 4	Jun 23 - Nov 2023						
Area 5	Sep 23 - Feb 2024						
Area 6	Nov 23 - Mar 2024						
SELF-EVALUATION ASSESSMENT (Work Order 3)							
Area 7	Mar 24 - Jul 2024						
PROJECT MANAGEMENT/ADMINISTRATION							
	Jan - Sep 2024						

^{*} **Note**: All Projected Completion Dates may change due to contract award date, inclement weather during data collection, or change orders.

PROJECT COST

SELF-EVALUATION ASSESSMENT (Work Order 1)	COST	
Area 1	\$	143,200.00
Area 2	\$	154,100.00
Area 3	\$	143,718.00
SELF-EVALUATION ASSESSMENT (Work Order 2)		
Area 4	\$	186,779.00
Area 5	\$	176,848.00
Area 6	\$	148,434.00
SELF-EVALUATION ASSESSMENT (Work Order 3)		
Area 7	\$	251,214.00
TOTAL	\$	1,204,293.00



PROJECT TEAM

"They immediately distinguished themselves as conscientious, compassionate, and energetic consultants."

- Jason Sanchez City of Cheyenne, WY MTC is recognized as a national expert on ADA Title II regulations that cover state and local governments. Over the past 33 years, MTC has provided ADA technical assistance, training, and implementation for hundreds of Title II entities and tens of thousands of individuals.

PROJEÇT TEAM



MATTHEW LUCIER, CPM Project Manager Colorado Springs, CO



NICK KELLEY, ADAC Deputy Project Manager Colorado Springs, CO



JENNIFER BOEN Client Service Manager Waco, TX



GEOFF AMES, RAS Senior Technical Advisor Colorado Springs, CO

SUPPORT TEAM

David Wegener, Project Manager Ryan Davis, ADAC - Accessibility Specialist Bryce Coop, Accessibility Specialist James Wick, RAS - Accessibility Specialist

MATTHEW LUCIER, CPM

PROJECT MANAGER



Registrations

Certified Project Master (CPM)

Education

B.S. Project Management, Colorado Technical University

Years of Experience 20

Additional Assessments

- Town of Vail, CO
- City of Golden, CO
- City of Lakewood, CO
- City of Littleton, CO
- Town of Timnath, CO

BACKGROUND

Matt is a certified project management professional with 20 years of experience leading Information Technology and Facilities Engineering projects utilizing CMMI, ITIL and PMP methodologies. He has extensive management experience in analysis, schedule management, continuous process improvement and quality management in each project. Matt currently leads our SETP project management team and is responsible for the management of all projects to include the ADA SETP for the Town of Vail, City of Commerce City SETP, Town of Timnath and Town of Castle Rock PROW Assessments.

PROJECT EXPERIENCE

ADA SETP FACILITY, City of Killeen, TX

Project Manager. Led team in a full facility SETP with the data collection, analysis of facilities and parks, Policy reviews, Website Assessment, Knowledge Assessments and the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan for the City of Killeen.

ADA SETP Public Right-of-Way Project, Town of Castle Rock CO

Project Manager. Led project team in the data collection, data analysis and Self-Evaluation reporting of the central district for Public Right-of-Way, 21 miles of sidewalk, 214 curb ramps. Following data collection, led the team in the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan Database for Castle Rock.

ADA SETP, City of Commerce City, CO

Project Manager. Led team in a full SETP with the data analysis of 6 facilities, Policy reviews, Website Assessment, Management Interviews/Surveys and the drafting of the ADA Self-Evaluation Assessment Report and the Transition Plan for Commerce City.

DISA Manpower Personnel Engineering Facilities Team Technical Support, Defense Information Systems Agency (DISA), Denver CO

This project supported the DISA Facilities Engineering Division by managing and directing the facility engineering, maintenance programs and raised floor infrastructure for Federal (DoD) data centers. Matt provided the project management to a team of 15 engineers. He provided the contractual oversight between the team and the customer ensuring the project was executed within the cost, scope and schedule of the contract. The team provided site engineering surveys and reports, provide documentation, manage design, construction and maintenance projects, support local site facility management staff and establish facility standards and guidance.

NICK KELLEY, ADAC DEPUTY PROJECT MANAGER



RegistrationsADA Coordinator

Years of Experience

Additional Assessments

- · City of Vail, CO
- City of Golden, CO
- City of Lakewood, CO
- City of Littleton, CO
- Town of Timnath, CO

BACKGROUND

Nick is a certified ADA Coordinator with six years of experience in developing ADA Transition Plans for facilities and public right-of-way. He specializes in the 2010 ADA Standards for Accessible Design and PROWAG. Nick is comfortable providing guidance and interpreting rights and responsibilities related to all disability rights laws for government agencies, architects, engineers, attorneys and business owners.

Nick leverages his technical background to produce projects that are accurate and compliant. He is detail-oriented, organized and produces deliverables that help clients successfully become ADA compliant.

PROJECT EXPERIENCE

ADA SETP, City of Highlands Ranch/Highlands Ranch Metropolitan District, CO

Project Specialist. MTC conducted on-site review of 25 Metro District sites in order to produce a Self-Evaluation and Transition Plan for their Park and Recreation facilities. Responsible for on-site data collection and data analysis.

ADA SETP, Town of Castle Rock Parks & Recreation Department, CO

Project Specialist. Led a project team in the data collection and data analysis of 25 facilities, 24 parks and 8 paved trails. After data collection, led the team in data analysis and development of the Transition Plan Database for Castle Rock.

ADA SETP, Boulder County, Multiple Locations, CO

Accessibility Specialist. Led a project team in the data collection and data analysis of 33 facilities and 32 trailheads.

ADA Self-Evaluation and Transition Plan, City and County of Denver, CO Project

Specialist. MTC partnered with the City and County to create policies, procedures, programs and services to discard of any discrimination. This project also included audits of 116 facilities and 315 parks. After every element and attribute was measured, MTC developed and produced a Transition Plan Database with each element prioritized in order of importance. Responsibilities included data collection, data analysis and Transition Plan Database.

ADA Self-Evaluation and Transition Plan, Larimer County, CO

Project Specialist. MTC conducted an assessment of 16 County-owned facilities and 14 parks. Our teams also collected data for 207 intersections and 150 miles of sidewalk in the PROW. Responsibilities included leading technical teams, field liaison and producing a PROW Transition Plan Database.

GEOFF AMES, RAS SENIOR TECHNICAL ADVISOR



Registrations

Registered Accessibility Specialist: Texas No. 1527

Years of Experience

30

BACKGROUND

Geoff is an accessibility implementation specialist responsible for managing consulting projects for physical accessibility surveys, under the ADA, Proposed Guidelines for Pedestrian Facilities in the PROW and other disability laws. He specializes in helping state and local governments with implementing the regulatory requirements for Self-Evaluation and Transition Plans. Geoff will be responsible for ensuring compliance with all standards and assisting the team with data analysis.

RELEVANT EXPERIENCE

ADA SETP, City of Littleton, CO

Project Manager. During Phase One, we completed a facility survey and developed a Transition Plan Database for Littleton's facilities. Geoff's responsibilities included completing an inventory and review of Littleton's ADA policies; and providing policy templates for recommended ADA policies to confirm compliance with title II regulations.

ADA SETP, City of Arvada, CO

Project Manager. Evaluation of the title II entity's public ROW, which consists of over 600 miles, 1,000 intersections and 3,000 curb ramps. Geoff was a guide for the team on the appropriate standards to be used in the analysis of the data collected. He completed management interviews with City staff and provides ongoing ADA guidance.

ADA Transition Plan, City of Trinidad, CO

Project Manager. We partnered with the City of Trinidad and Department of Justice to set a timeline to complete a Self-Evaluation and Transition Plan for the removal of barriers to accessibility throughout the City. Our team conducted a full assessment of the City's policies, procedures and City-owned facilities.

ADA SETP, Arapahoe County, CO

Project Manager. This project included audits of the County's programs and services, 27 facilities and 1,300 intersections and more than 700 miles of walkways. Geoff provided training on Accessible Pedestrian Facilities in the PROW for the Arapahoe County Road and Bridge Department. This training included accessible PROW design criteria based on the Proposed Guidelines for Pedestrian Facilities in the PROWAG.

ADA SETP, Adams County, CO

Project Manager. This project involved audits of the County's programs, services and 38 facilities and parks. After data analysis, the Transition Plan Database was developed listing all elements and attributes that were checked for compliance. After the database was developed and presented to County stakeholders, the County staff used the database to track their mitigation efforts.

JENNIFER BOEN

Client Service Manager



EducationBachelor of Business Administrator, Baylor University, 2001

Professional Registrations

- American Water Works Association
- Association of Rural Communities in Texas
- Waco Business League

Years of Experience 20

Years with CP&Y 20

BACKGROUND

Jennifer has 20 year of management experience and is the current CP&Y Waco Group Leader. In this role she provides project and client management support to three architects, five engineers and a staff of more than 25 employees. She is responsible for updating business development, financial information and the business planning for the Waco group. She oversees, secures and enforces the utilization and scheduling of staff and deliverables.

She is also involved in client development in both the public and private sectors and works closely with the Cities of Waco and Woodway, McLennan County and many private developers in the Central Texas area.

Jennifer has experience managing diverse groups of projects from design phase through construction closeout. She implemented the use of Sharepoint project management software creating and maintaining SharePoint Project Management Sites for more than 20 projects.

PROJECT EXPERIENCE

- City of Waco 4th Street Road and Utility Improvements
- City of Waco 5th Street Road and Utility Improvements
- City of Waco Flat Rock Road Wastewater improvements
- City of Waco SH6/Loop 340 Utility Relocation
- City of Waco Water System Modeling
- City of Waco Hillcrest Pump Station and Storage Tank
- County Road 913 Sanitary Sewer Line Improvements
- City of Crestwood Sewer S1257
- City of Woodway Fairway Gravity Sewer Replacement
- City of Waco FM 1637 Utility Relocation
- City of Waco FM 1637 Forcemain Utility Relocation
- City of Fort Hood 42-inch Sewer line
- City of Fort Hood Pump Station #7
- City of Killeen Diversion and Trimmier Creek Interceptors Phases I & II
- Klondike Additional Water Line Extension and Improvements
- City of Trophy Club Lift Station Replacement Project
- City of Lexington Wastewater Treatment Plan and Lift Station
- Magnolia Silos Redevelopment Phases I & II
- Mt. Carmel Water Treatment Plant Improvements



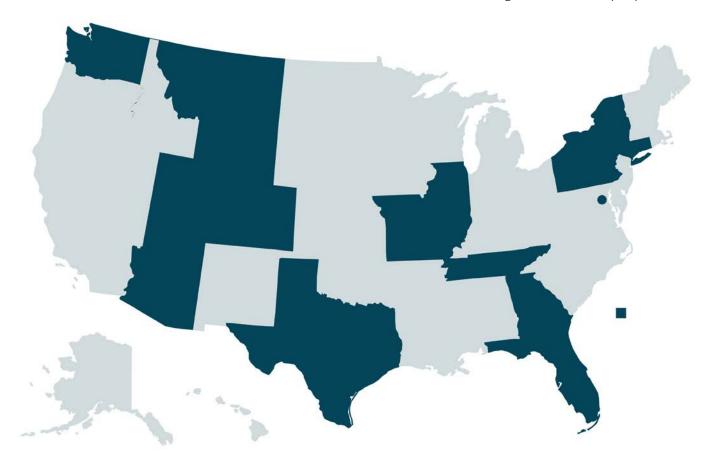
EXPERIENCE

STATE AND LOCAL GOVERNMENT

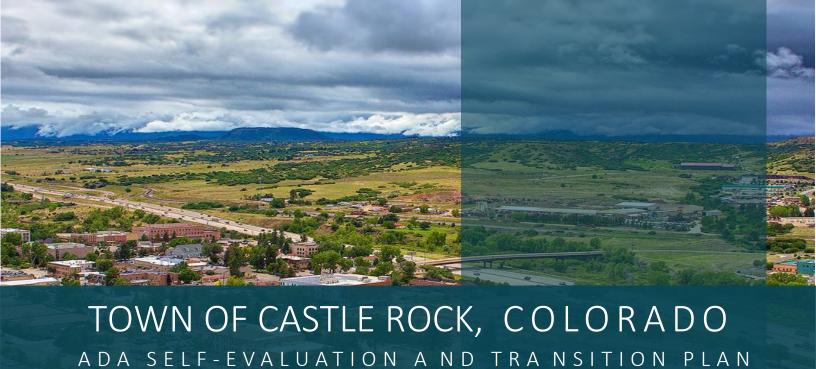
EXPERIENCE

With over 40 successful completions of ADA Self-Evaluation and transition projects, MTC has demonstrated the capability to work with state and local governments throughout the U.S. These projects range from state and local governments who are proactively performing self-evaluation and transition plan projects to comply with the ADA, to Self-Evaluation and transition projects that are required by a Department of Justice enforcement action that have resulted in a Project Civic Access settlement agreement.

MTC is recognized as a national expert on ADA Title II regulations that cover state and local governments. Over the past 33 years, MTC has provided ADA technical assistance, training, and implementation for hundreds of Title II entities and tens of thousands of individuals. Many of these projects and trainings were contracted as the result of a U.S. Department of Justice enforcement action or settlement agreement. Additionally, through Self-Evaluation and transition plan projects, MTC has helped improve ADA accessibility in diverse communities totaling over 25 million people.



MTC'S NATIONAL PRESENCE



The Town of Castle Rock contracted MTC to conduct an on-site review of compliance with the ADA at Town facilities, parks and trails. MTC audited and analyzed the data collected from the 24 facilities, 25 parks and 8 trails identifying and describing barriers, applicable sections of the 2010 Standards and priorities for barrier removal as recommended by the DOJ. The scope of work for this project included the evaluation of the Town of Castle Rocks policies, procedures, practices and programs relative to compliance with Title II of the ADA.

8 Trails

24 Facilities

ina | 2

25 Parks

CLIENT REFERENCE

• Point of Contact: Kristin Read

Title: ADA Coordinator and Assistant
 Town Manager

• Telephone Number: 720.733.3552

Email: kread@crgov.com

YEAR OF COMPLETION
2021

TOTAL PROJECT COST: \$147,475.00



BOULDER COUNTY, COLORADO

ADA SELF-EVALUATION AND TRANSITION PLAN

MTC provided Boulder County with an SETP for 38 facilities, four parks and recreation facilities, a website assessment and 33 trails/ trailheads. MTC partnered with the County's ADA Advisory Team to review County programs, policies and practices to identify potential physical or procedural barriers for people with disabilities. MTC assisted the County with improvement of ADA-related policies to comply with ADA Title II regulations. MTC provided targeted training to County employees to ensure understanding of ADA regulations specific to the duties. MTC facilitated public outreach, including solicitation of comments from stakeholders representing the disability community.

33 Trails/ Trailheads 38+ Facilities 4 Parks/Rec Facilities

CLIENT REFERENCE

• Point of Contact: James Butler

• Title: Lead Architect

Telephone Number: 303.441.4826

Email: jbutler@bouldercounty.org

YEAR OF COMPLETION 2022

TOTAL PROJECT COST: \$199,000.00



CITY OF LITTLETON, COLORADO

ADA SELF-EVALUATION AND TRANSITION PLAN

During Phase One, we completed a facility survey and developed a Transition Plan Database for Littleton's facilities. We also completed an inventory and review of Littleton's ADA policies and provided policy templates for recommended ADA policies to comply with ADA Title II regulations.

For Phase Two, a survey and analysis of Littleton's pedestrian facilities in the PROW was completed. We provided a Transition Plan Database with findings and GPS data compatible with the City's GIS database. Findings were prioritized based on location and program access demand and given rough order of magnitude estimates of mitigation difficulty. MTC was also engaged to perform Phase Three of this project, which required opinions of probable construction costs, with design standards, for correction of findings in the public right-of-way, along with a logical organization and prioritization of projects necessary to improve accessibility throughout the City. We also provided additional ADA consulting services including a Littleton website accessibility assessment and training for City management and staff, targeted toward needs identified in management interviews and staff surveys.

1150 Intersections 500+

Miles of Sidewalk 19 Facilities

CLIENT REFERENCE

• Point of Contact: Keith Reester

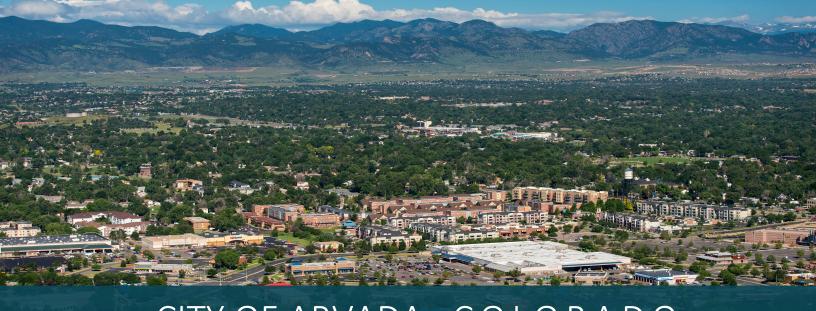
• Title: Director of Public Works

Telephone Number: 303.795.3866

Email: kreester@littletongov.org

YEAR OF COMPLETION
2020

TOTAL PROJECT COST: \$84,000.00



CITY OF ARVADA, COLORADO

ADA SELF-EVALUATION AND TRANSITION PLAN

The project scope included review of the City's programs, policies and practices. Program access was also evaluated, based on management interviews, a staff ADA knowledge survey and a technical audit and user testing of the City's website. MTC collected accessibility data for the City's buildings, parks and recreation facilities and pedestrian facilities in public rights-of-way. The scope included 24 City buildings, 113 parks and recreation facilities. 796 miles of sidewalks and 10.894 curb ramps. Our team's duties included administration of ArcGIS Online environment including the configuration and performance monitoring of ArcGIS Collector and Survey123 mobile data collection and ADA inspection applications. We provided the client with bi-weekly progress maps that communicated the number of total inspections, miles of sidewalk inspected and overall project status. An ADA Transition Plan was completed through collaborative efforts of MTC and the City staff. MTC worked with the City's Public Information Office to facilitate virtual and inperson public meetings. The draft Transition Plan was also published on the City's website for public comment. Public comments were documented in the final Transition Plan presented to City Council.

CLIENT REFERENCE

• Point of Contact: Kim Vagher

Title: City Facilities Manager

Telephone Number: 720.898.7000

Email: kvagher@arvada.org

YEAR OF COMPLETION 2021

TOTAL PROJECT COS

T: \$389,160.00

REFERENCES

"We couldn't have selected a better partner for such an extensive project. The outcome was a fully documented, well-organized, Transition Plan with supporting data that we were able to use for planning our course of action."

- Jeff Baker Arapahoe County Commissioner

REFERENCES

In addition to the project references provided in our relevant experience section, we invite the City to speak with any of our past and current clients about services we have performed for their projects.

TOWN OF CASTLE ROCK, CO

Kristin Read



ADA Coordinator and Assistant Town Manager

720.7333.3552

kread@crgov.com

BOULDER COUNTY, CO

James Butler



Lead Architect

303.441.4826

jbutler@bouldercounty.org

CITY OF LITTLETON, CO

Keith Reester



Director of Public Works

303.795.3866

kreester@littletongov.org

CITY OF ARVADA, CO

Kim Vagher



City Facilities Manager

720.898.7000

kvagher@arvada.org

COMMERCE CITY, CO

Brennan Mendus



Risk Manager

303.227.8796

bmendus@c3gov.com



Our field technician measuring the height of signage in a parking lot.



Our field team measuring the height of a service counter.



Smart level measuring the slope of an accessible parking space.

SAMPLE DELIVERABLES

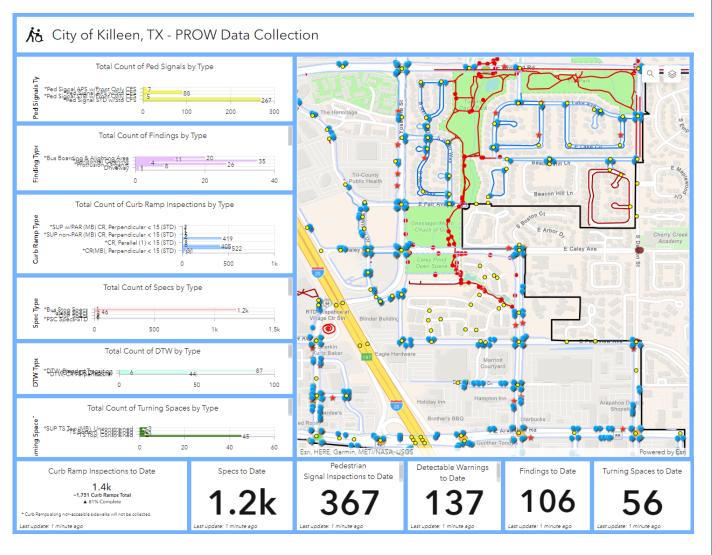
"MTC/CP&Y were outstanding partners to the City of Littleton as we created our firstever ADA Transition Plan. Their knowledge and experience paired with a collaborative problem-solving approach were essential in us developing a plan that outlines our community needs and a strategy to back that up."

> Keith Reester Public Works Director

PROW - Dashboard

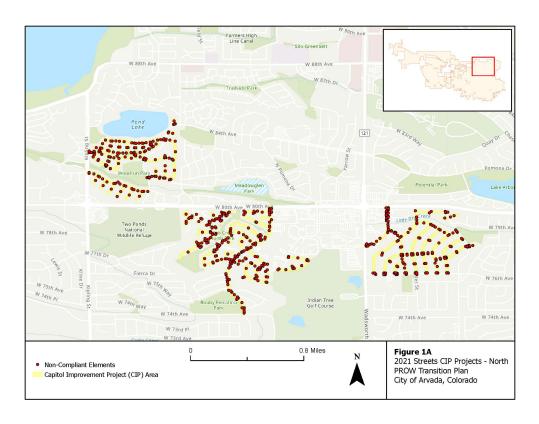
SAMPLE PUBLIC RIGHT-OF-WAY DASHBOARD

During project status meetings, MTC will display a dashboard of the progress of the data collection efforts. This dashboard is be used throughout the project to review the progress of the collection team.



PROW - Prioritized Areas for Barriers

These maps show prioritized areas for barrier removal, overlaid onto existing CIP projects.





PROW - Photo Location Finding

Photographs are attached to location data points.

PHOTOGRAPH 1

11th St, Boulder, CO 80302



PHOTOGRAPH 2

4295 Eaton Ct, Boulder CO, 80303



PROW - Curb Ramp Inspection Photo Log

Photographs are attached to location data points.



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PROW - TRANSISTION PLAN DATABASE

The Transition Plan Database is provided in a filterable, searchable format that can be amended as barriers are removed

ı	2021 BASE YEAR	GRAND TOTAL	GRAND TOTAL COST	IMPROVEMENTS
ı	GRAND TOTAL COST	COST	REMAINING	COMPLETED
ı	\$1,318,059.00	\$1,318,059.00	\$1,318,059.00	\$0.00

ELEN/														
ELEMENT INFO		LOCATION INFO			COMPLIANCE INFO			PRIORITY INFO				REMEDIATION INFO		
Asset ID	Asset	Latitude	Longitude	Intersection ID	Intersection Name	LengthFT	Finding	Citations	Zone	Program Access Valu	Program Score	Mitigation Difficulty	Priority Score	Recommendation 1
272	*Sidewalk Specs	39.368617	-104.859603	100053	Phelps St - S Wilcox St	62	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
273	*Sidewalk Specs	39.373861	-104.860115	100017	Fifth St - N Wilcox St	286	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
274	*Sidewalk Specs	39.374279	-104.860698	100019	Fifth St - Jerry St	251	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
275	*Sidewalk Specs	39.373814	-104.858511	100046	Fifth St - N Perry St	288	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
276	*Sidewalk Specs	39.368083	-104.860570	100054	Fair St - S Wilcox St	36	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
277	*Sidewalk Specs	39.374880	-104.859283	100014	Alley - Sixth St	306	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
278	*Sidewalk Specs	39.374460	-104.859314	100021	Fifth St - Alley	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
279	*Sidewalk Specs	39.371156	-104.858251	100038	Second St - N Perry St	164	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
280	*Sidewalk Specs	39.365298	-104.859997	100056	Miller Ct - S Perry St	106	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
281	*Sidewalk Specs	39.365382	-104.860255	100056	Miller Ct - S Perry St	60	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
282	*Sidewalk Specs	39.368620	-104.860000	100053	Phelps St - S Wilcox St	78	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.366055	-104.863038	100058	E Plum Creek Pkwy - S	132	Walking surface cross slope		Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.365186	-104.859581	100061	Miller Ct - Dead End	155	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
285	*Sidewalk Specs	39.371758	-104.859345	100036	Second St - Alley	304	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
286	*Sidewalk Specs	39.374928	-104.858500	100047	Sixth St - N Perry St	306	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
287	*Sidewalk Specs	39.374062	-104.861206	100028	Jerry St - Alley	138	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
288	*Sidewalk Specs	39.375299	-104.859258	100015	Sixth St - N Wilcox St	51	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
289	*Sidewalk Specs	39.365810	-104.859086	100056	Miller Ct - S Perry St	596	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
290	*Sidewalk Specs	39.365380	-104.859699	100061	Miller Ct - Dead End	220	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
291	*Sidewalk Specs	39.366944	-104.861806	100055	Briscoe St - S Wilcox St	293	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
292	*Sidewalk Specs	39.370754	-104.859936	100037	Second St - N Wilcox St	313	Walking surface cross slope is too steep.	R302.6	Zone 0	0-Less than 1 block	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
293	*Sidewalk Specs	39.368644	-104.860391	100003	South St - N Wilcox St	302	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
294	*Sidewalk Specs	39.369058	-104.859750	100003	South St - N Wilcox St	105	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
295	*Sidewalk Specs	39.371760	-104.859900	100034	Third St - N Wilcox St	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
296	*Sidewalk Specs	39.373409	-104.859305	100032	N Wilcox St - Fourth St	273	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
297	*Sidewalk Specs	39.365636	-104.860355	100056	Miller Ct - S Perry St	165	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
298	*Sidewalk Specs	39.372819	-104.861469	100027	Jerry St - Fourth St	286	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.366218	-104.862501	100058	E Plum Creek Pkwy - S	195	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
300	*Sidewalk Specs	39.375313	-104.860639	100015	Sixth St - N Wilcox St	290	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
301	*Sidewalk Specs	39.373802	-104.858773	100046	Fifth St - N Perry St	286	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.372366	-104.859302	100034	Third St - N Wilcox St	277	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.371327	-104.859066	100038	Second St - N Perry St	128	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.367791	-104.860821	100054	Fair St - S Wilcox St	127	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.365264	-104.861008	100060	E Plum Creek Pkwy - S	121	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.376457	-104.860065	100012	N Wilcox St - Seventh	90	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.366956	-104.861559	100055	Briscoe St - S Wilcox St	66	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.
	*Sidewalk Specs	39.374916	-104.859842	100035	Sixth St - N Wilcox St	274	Walking surface cross slope	R302.6	Zone 0	0-Less than 1	0	1-High	0	Remove sidewalk and replace with cross slope 2% maximum.

TO CONCLUDE,

MTC understands the significant importance of a successful and timely completion of the City's ADA Self-Evaluation and Transition Plan. MTC is committed to accomplish this project, with an outstanding conclusion.

Meeting the Challenge is uniquely suited for this project because of its sole focus on disability rights laws consulting for the past 33 years and its experience developing ADA Self-Evaluations and Transition Plans for cities, towns and counties with a total population of over 23 million people.

Should the need for future engineering and architectural services arise, MTC is a CP&Y company, a full-service engineering and architectural company with 400 employees and 14 locations across 4 states. Since 1980, CP&Y has provided innovative and progressive engineering and architectural services. Over the past three decades, CP&Y has delivered advanced solutions for multi-discipline infrastructure projects. More than 87% of CP&Y assignments come from repeat clients.

By choosing Meeting the Challenge for the City of Killeen's ADA Self-Evaluation and Transition Plan project, you can be assured the final outcome will be a Self-Evaluation and Transition Plan that will be delivered on time, within budget, easy to understand and implement, and fully compliant with the ADA.

THANK YOU FOR YOUR CONSIDERATION



Meeting the Challenge, Inc., A CP&Y Company

3630 Sinton Road, Suite 103, Colorado Springs, CO 80907