



City of Killeen

Agenda

City Council

Tuesday, December 7, 2021

5:00 PM

City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ Jose Segarra, Mayor	___ Nina Cobb
___ Debbie Nash-King	___ Jessica Gonzalez
___ Michael Boyd	___ Ken Wilkerson
___ Mellisa Brown	___ Rick Williams

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-21-009](#) Presentation - Bell County Child Safety Check
2. [PR-21-010](#) Bell County Hotel Occupancy Check Presentation

Citizen 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. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions.

Consent Agenda

3. [MN-21-027](#) Consider Minutes of Regular City Council Meeting of November 9, 2021.
Attachments: [Minutes](#)
4. [RS-21-151](#) Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment from Caldwell Country Chevrolet through the TASB BuyBoard cooperative in the amount of \$740,745 and from Rockdale Country Ford through the TASB BuyBoard cooperative in the amount of \$404,370.

Attachments: [Staff Report](#)
[Quotes](#)
[Certificates of Interested Parties](#)
[Presentation](#)

5. [RS-21-152](#) Consider a memorandum/resolution rejecting bids received for Bid No. 22-05, Petroleum Products and Diesel Exhaust Fluid.
Attachments: [Staff Report](#)
[Bid Tabulation](#)
[Presentation](#)
6. [RS-21-153](#) Consider a memorandum/resolution authorizing the purchase of library materials from Ingram Library Services through the TXSMARTBUY cooperative in an amount not to exceed \$90,000.
Attachments: [Staff Report](#)
[Vendor Comparison](#)
[Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)
7. [RS-21-154](#) Consider a memorandum/resolution authorizing the purchase of personal protective equipment from North American Fire Equipment Company through the Sourcewell cooperative in the amount of \$147,383.85.
Attachments: [Staff Report](#)
[Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
8. [RS-21-155](#) Consider a memorandum/resolution authorizing the purchase of portable and mobile radios, repairs/parts and accessories from Dailey & Wells Communication through the DIR cooperative in an amount not to exceed \$311,061.72.
Attachments: [Staff Report](#)
[Quotes](#)
[Certificate of Interested Parties](#)
[Presentation](#)
9. [RS-21-156](#) Consider a memorandum/resolution authorizing a professional services agreement with K Friese & Associates, Inc. (KFA) for the design of the Willowsprings and Watercrest Road Reconstruction Project in the amount of \$1,902,976.86.
Attachments: [Staff Report](#)
[Proposal](#)
[Contract](#)

[Certificate of Interested Parties](#)

[Presentation](#)

Public Hearings

10. [PH-21-065](#) HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #FLUM21-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.
- Attachments:** [Staff Report](#)
- [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Presentation](#)
11. [PH-21-066](#) HOLD a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #Z21-33) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District). The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.
- Attachments:** [Staff Report](#)
- [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Considerations](#)
- [Presentation](#)
12. [PH-21-067](#) HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Fameco-Texas, LLC (Case #Z21-28) to rezone approximately 1.523 acres, being part of Lots 7 and 8, Cole (Unrecorded), from "B-3" (Local Business District), "R-3" (Multifamily Residential District), and "R-MH" (Residential Mobile Home District) to "B-5" (Business District). The property is addressed as 1300 and 1314 N. 8th St., Killeen, Texas.
- Attachments:** [Staff Report](#)
- [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Considerations](#)

[Presentation](#)**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 December 1, 2021.

Lucy C. Aldrich, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

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.

- Holiday Under the Stars, December 3-5, 2021, Downtown Killeen*
- Military Relations Luncheon, December 9, 2021, 11:30 a.m., Courtyard by Marriott*
- Christmas Parade, December 11, 2021, 1:00 p.m., Downtown Killeen*
- Public Policy Luncheon, January 26, 2022, 11:30 a.m., Anderson Hall - Central Texas College*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: PR-21-009 **Version:** 1 **Name:** Child Safety Check Presentation
Type: Presentations **Status:** Presentations
File created: 12/1/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: Presentation - Bell County Child Safety Check
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: PR-21-010 **Version:** 1 **Name:** Bell County Hotel Occupancy Check Presentation
Type: Presentations **Status:** Presentations
File created: 12/1/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: Bell County Hotel Occupancy Check Presentation
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: MN-21-027 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of November 9, 2021
Type: Minutes **Status:** Minutes
File created: 11/4/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of November 9, 2021.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		

City of Killeen
City Council Meeting
Killeen City Hall
November 9, 2021 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro Tem Debbie Nash-King, Councilmembers Jessica Gonzalez, Nina Cobb (arrived at 5:19 p.m.), Michael Boyd, Ken Wilkerson, Rick Williams, and Mellisa Brown.

Also attending were City Manager Kent Cagle, Deputy City Attorney Holli Clements, City Secretary Lucy Aldrich, and Sergeant-at-Arms Cole.

Mayor Pro Tem Nash-King gave the invocation. Councilmember Wilkerson led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Citizen Comments

No one signed up to speak.

Resolutions

RS-21-140 Consider a memorandum/resolution appointing commissioners to the Youth Advisory Commission.

Staff Comments: Joe Brown, Executive Director of Recreation Services. Mr. Brown gave a brief background of the Youth Advisory Commission. Ms. Yalondra Valderrama-Santana, Recreation Coordinator recognized 19 students that were interviewed and are being recommended for appointment to the 2021-2022 Youth Advisory Commission. Staff recommends that City Council appoint the nominated individuals.

Motion was made by Councilmember Brown to approve RS-21-140. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously.

Mayor Segarra gave the new Youth Advisory Commissioners their oath of office.

Consent Agenda

MN-21-025 Consider Minutes of Regular City Council Meeting of October 19, 2021.

RS-21-137 Consider a memorandum/resolution authorizing the purchase of residential solid waste containers from Toter, LLC through the OMNIA cooperative and commercial containers from Wastequip, LLC through the BuyBoard cooperative in an amount not to exceed \$222,000.

- RS-21-138** Consider a memorandum/resolution authorizing the award of a construction contract for the Sewer Line Rehabilitation Phase 5 project to Insituform Technologies, LLC through the Texas BuyBoard Cooperative in the amount of \$229,450.
- RS-21-139** Consider a memorandum/resolution awarding RFP 21-35 for contracted veterinary services to Texas Humane Heroes in an amount not to exceed \$97,500. **(AGENDA ITEM REMOVED FROM CONSENT AGENDA)**
- RS-21-141** Consider a memorandum/resolution authorizing the purchase of consumable medical supplies from Bound Tree Medical and Henry Schein through the BuyBoard cooperative in an amount not to exceed \$273,705.
- RS-21-142** Consider a memorandum/resolution authorizing participation in the Global Opioid Settlement and adopting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

Motion was made by Mayor Pro Tem Nash-King to approve the consent agenda removing RS-21-139 for separate consideration. Motion was seconded by Councilmember Brown. Motion carried unanimously.

- RS-21-139** Consider a memorandum/resolution awarding RFP 21-35 for contracted veterinary services to Texas Humane Heroes in an amount not to exceed \$97,500. Mr. Joe Brown, Executive Director of Recreation Services was available to answer questions and to provide additional information.

Councilmember Nina Cobb joined the meeting at 5:19 p.m.

Motion was made by Councilmember Brown to approve RS-21-139 awarding the contract to El Centro Pet Medical Center. Without a second the motion died. Motion was made by Mayor Pro Tem Nash-King to approve RS-21-139. Motion was seconded by Councilmember Boyd. Motion carried 6 to 1 with Councilmember Brown in opposition.

Public Hearings

- PH-21-056** HOLD a public hearing and consider an ordinance requested by Quintero Engineering on behalf of Tara Campbell (Case #FLUM21-03) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 7.4 acres out of the W. L. Harris Survey, Abstract No. 1155, generally located south of West Stan Schlueter Loop and east of the Eagle Valley Subdivision, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 7.4 ACRES, BEING OUT OF THE W. L. HARRIS SURVEY, ABSTRACT NO. 1155, FROM A 'RURAL' (R) DESIGNATION TO A 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF

CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning

The property is currently designated as rural on the Future Land Use Map (FLUM) of the Comprehensive Plan. The applicant has submitted a concurrent request to rezone the property from agricultural district to single-family residential. Thirty-six surrounding property owners within 400 feet were sent courtesy notices of the amendment request. City staff finds that the applicant's request is compatible with the adjacent land uses and recommends approval of the request to amend the FLUM. The Planning and Zoning Commission recommended approval by a vote of 6 to 0.

Mayor Segarra invited the applicant to speak.

The applicant was in the audience and available to provide additional information and answer questions.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Wilkerson to approve PH-21-056. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried 5 to 2 with Councilmember Boyd and Councilmember Brown in opposition.

PH-21-057 HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of Tara Campbell, (Case #Z21-14) to rezone approximately 7.4 acres out of the W. L. Harris Survey, Abstract No, 1155 from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The property is located south of West Stan Schlueter Loop and east of the Eagle Valley Subdivision, 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 7.4 ACRES OUT OF THE W. L. HARRIS SURVEY, ABSTRACT NO. 1155 FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning.

The request is inconsistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, a concurrent FLUM amendment request to change the designation from rural to general residential has been discussed and approved. Staff notified thirty-six surrounding property owners. To date, staff has not received any written responses. Staff recommends approval of the request to rezone the property from agriculture to single-family residential. The Planning and Zoning Commission recommended approval by a vote of 6 to 0.

Mayor Segarra invited the applicant to speak.
The applicant, Pedro Quintero, appeared before City Council to provide additional information and answer questions.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Wilkerson to approve PH-21-057. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried 5 to 2 with Councilmember Boyd and Councilmember Brown in opposition.

PH-21-058 HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of Rachiii Brothers, LLC (Case #FLUM21-07) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 10.56 acres out of the Robert Cunningham Survey, Abstract No. 199, located at 4302 Cunningham Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 10.56 ACRES, BEING OUT OF THE ROBERT CUNNINGHAM SURVEY, ABSTRACT NO. 199, FROM A 'GENERAL RESIDENTIAL' (GR) DESIGNATION TO A 'GENERAL COMMERCIAL' (GC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning.

The property is currently designated as general residential on the Future Land Use Map (FLUM) of the Comprehensive Plan. The applicant has submitted a concurrent request to rezone the property from single-family residential district to B-5 business district. Twenty-one surrounding property owners within 400 feet were sent courtesy notices of the amendment request. City staff finds that the applicant's request is compatible with the adjacent land uses and recommends approval of the request to amend the FLUM. The Planning and Zoning Commission recommended approval by a vote of 6 to 0.

Mayor Segarra invited the applicant to speak.
The applicant, Pedro Quintero, appeared before City Council to provide additional information and answer questions.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Pro Tem Nash-King to approve PH-21-058. Motion was seconded by Councilmember Brown. Motion carried unanimously.

PH-21-059 HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of Rachiii Brothers, LLC, (Case #Z21-29) to rezone approximately 24.61 acres out of the Robert Cunningham Survey, Abstract No. 199 from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District) and "B-5" (Business District). The property is located at 4302 Cunningham 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 24.61 ACRES OUT OF THE ROBERT CUNNINGHAM SURVEY, ABSTRACT NO. 199 FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) AND "B-5" (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning.

The property is designated as general residential on the Future Land Use Map (FLUM) of the Comprehensive Plan. Staff finds that the request for two-family residential is consistent with the FLUM. The request for B-5 business district is not consistent with the FLUM. However, a concurrent FLUM amendment request to change the designation of 10.56 acres on the FLUM from general residential to general commercial has been discussed and approved. Staff notified twenty-five surrounding property owners. To date, staff has not received any written responses. Staff recommends approval of the request to rezone the property from single-family residential to two-family residential and B-5 business district. The Planning and Zoning Commission recommended approval by a vote of 6 to 0.

Mayor Segarra invited the applicant to speak.

The applicant, Pedro Quintero, appeared before City Council to provide additional information and answer questions. Mr. Quintero also addressed that his clients, the Rachiii Brothers, LLC have requested to amend their request for B-5 business district to B-4 business district.

Mayor Segarra opened the public hearing.

Ms. Anca Neagu spoke in support of the request.

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

Motion was made by Councilmember Brown to approve PH-21-059 for 10.56 acres to be zoned B-4. Motion was seconded by Councilmember Williams. Motion carried unanimously. Motion was made by Councilmember Brown to disapprove PH-21-059 of the applicant's request for 14 acres of R-2 zoning. Without a second, the motion died. Motion was made by Mayor Pro Tem Nash-King to approve PH-21-059 of the applicant's request for 14 acres to R-2 zoning. Motion was

seconded by Councilmember Boyd. Motion carried 6 to 1 with Councilmember Brown in opposition.

PH-21-060 HOLD a public hearing and consider an ordinance requested by Andrea Thompson on behalf of The Estate of Dallas L. Adams Jr. (Case #FLUM21-08) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Suburban Commercial' (SC) designation to a 'General Residential' (GR) designation for approximately 5.346 acres out of the J. H. Lewis Survey, Abstract No. 536, located at 7700 Clear Creek Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 5.346 ACRES, BEING OUT OF THE J. H. LEWIS SURVEY, ABSTRACT NO. 536, FROM A 'SUBURBAN COMMERCIAL' (SC) DESIGNATION TO A 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning.

The property is currently designated as suburban commercial on the Future Land Use Map (FLUM) of the Comprehensive Plan. The applicant has submitted a concurrent request to rezone the property from single-family residential district to mobile home and travel trailer park district. Twelve surrounding property owners within 400 feet were sent courtesy notices of the amendment request. City staff is of the determination that the applicant's request to amend the FLUM designation as submitted is not appropriate for the subject property and recommends disapproval. The Planning and Zoning Commission recommended approval by a vote of 4 to 2.

Mayor Segarra invited the applicant to speak.

The applicant, Andrea Thompson, appeared before City Council to provide additional information and answer questions.

Mayor Segarra opened the public hearing.

Mr. Leo Gukeisen spoke in support of the request.

Ms. Debra Zarate spoke in support of the request.

Mr. Jose Villanueva spoke in support of the request.

Ms. Anca Neagu spoke in opposition of the request.

Mr. Jack Thompson spoke in support of the request.

Mr. Victor Wiggins spoke in opposition of the request.

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

Motion was made by Councilmember Boyd to disapprove PH-21-060. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried unanimously.

PH-21-061 HOLD a public hearing and consider an ordinance requested by Andrea Thompson on behalf of The Estate of Dallas L. Adams Jr. (Case #Z21-30) to rezone approximately 5.346 acres out of the J. H. Lewis Survey, Abstract No. 536 from "R-1" (Single-Family Residential District) to "R-MP" (Mobile Home and Travel Trailer Park District). The property is located at 7700 Clear Creek Road, Killeen, Texas. (Requires 3/4 Majority Vote)

The applicant, Andrea Thompson, withdrew the rezoning request.

PH-21-062 HOLD a public hearing and consider an ordinance requested by Kendra Crawford (Case #Z21-31) to rezone approximately 0.2 acres being Lot 3, Block 1, out of the Wanda Park Survey, from "B-5" (Business District) to "R-2" (Two Family Residential District). The property is located at 1902 Wood Avenue, 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 0.2 ACRE BEING LOT 3, BLOCK 1, OUT OF THE WANDA PARK SURVEY, FROM "B-5" (BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning.

The request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. Staff notified fifty-five surrounding property owners. To date, staff has received one written response in support of the request. Staff further recommends approval of the request to rezone the property from B-5 business district to two-family residential district. The Planning and Zoning Commission recommended approval by a vote of 6 to 0.

Mayor Segarra invited the applicant to speak.

The applicant did not attend the meeting.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Brown to approve PH-21-062. Motion was seconded by Councilmember Wilkerson. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Mayor Pro Tem Nash-King, seconded by Councilmember Boyd, and unanimously approved, the meeting was adjourned at 6:52 p.m.



City of Killeen

Legislation Details

File #: RS-21-151 **Version:** 1 **Name:** Procurement of fleet vehicles and equipment
Type: Resolution **Status:** Resolutions
File created: 11/8/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**

Title: Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment from Caldwell Country Chevrolet through the TASB BuyBoard cooperative in the amount of \$740,745 and from Rockdale Country Ford through the TASB BuyBoard cooperative in the amount of \$404,370.

Sponsors: Aviation Department, Building Inspections, Community Development Department, Fire Department, Police Department, Public Works Department, Recreation Services Department

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Quotes](#)
[Certificates of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021

TO: Kent Cagle, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: Procurement of Fleet Vehicles and Equipment

BACKGROUND AND FINDINGS:

Funding for the acquisition of replacement vehicles and equipment was approved as part of the City's FY 2022 Budget process. The Fleet Services Division maintains an annual vehicle and equipment replacement schedule. The criteria used to establish this replacement schedule is based upon available funding, number of vehicles per category, age, mileage/hours, repair costs, and department/division feedback. The approved replacement schedule has been revised to include replacing four additional Police patrol vehicles. This is being done to reduce the number of Police vehicles that are equipped with outdated and inoperable technology.

The annual fleet vehicles and equipment procurement budget for FY 2020 and FY 2021 was \$5,490,100 and \$5,239,955, respectively. The FY 2022 Budget includes \$5,550,872 for fleet replacement and \$429,662 for newly added fleet for a total of \$5,980,534. The newly added fleet includes a vehicle for Community Development to be used by the ADA Compliance Officer (\$24,205), Code Enforcement (\$29,553), Fire Department (\$67,200), Water & Sewer Operations (\$144,000), and two units for the new crack-seal team in Transportation (\$164,704).

There are a total of 63 pieces of fleet approved to be purchased in the FY 2022 Budget, including the six newly added fleet approved during the budget process. On October 26, 2021, City Council approved the purchase of 39 of the 63 pieces of fleet. The remaining 24 pieces of fleet are included in this request, including 20 pieces of fleet that have exceeded their useful life and four of the newly added units. The average age of the fleet being replaced is 16 years and the average mileage is 100,000 miles. The number of purchases per category is listed below:

Category	Description	Qty
Aviation	1 Pickup Truck	1
Community Development	1 SUV	1
Development Services	1 Pickup Truck, 1 SUV	2
Fleet Services	1 Van	1
Public Safety	4 SUV's, 1 Sedan	5
Public Works	9 Pickup Trucks, 1 Crane Truck, 1 Flatbed Truck	11
Recreation Services	2 Pickup Truck, 1 Dump Truck	3

THE ALTERNATIVES CONSIDERED:

- 1.) Defer purchase of fleet vehicles and equipment, which could cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose any remaining residual value in the existing vehicles.
- 2.) Purchase the fleet vehicles and equipment in order to provide safe and effective services and achieve the least cost of ownership.

Which alternative is recommended? Why?

The second alternative is recommended to meet the departments’ mission and operate in the safest and most cost-effective manner.

CONFORMITY TO CITY POLICY:

The Fleet Department is seeking approval to purchase replacement vehicles for various departments through cooperative contracts. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

The purchase pricing from Caldwell Country Chevrolet utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative #601-19 is as follows:

Division	Make/Model	Units	Cost	Total Cost
Emergency Management	Chevrolet Tahoe	1	\$51,925.00	\$51,925.00
Parks	Chevrolet 6500	1	\$77,265.00	\$77,665.00*
Police	Chevrolet Malibu	1	\$23,375.00	\$23,375.00
Sanitary Sewers	Chevrolet 3500	1	\$55,695.00	\$55,695.00
Sanitary Sewers	Chevrolet 6500	1	\$65,810.00	\$65,810.00
Skylark Field	Chevrolet 2500	1	\$32,775.00	\$32,775.00
Transportation	Chevrolet 3500	5	\$58,929.00	\$294,645.00
Water & Sewer Operations	Chevrolet 5500	1	\$138,855.00	\$138,855.00

*Includes \$400.00 BuyBoard fee for all Caldwell Country Chevrolet purchases

The purchase pricing from Rockdale Country Ford utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative #601-19 is as follows:

Division	Make/Model	Units	Cost	Total Cost
Animal Services	Ford F-150	1	\$32,335.00	\$32,735.00*
Code Enforcement	Ford Explorer	1	\$28,425.00	\$28,425.00
Community Development	Ford Escape	1	\$22,930.00	\$22,930.00
Drainage Utility Maintenance	Ford F-250	1	\$38,225.00	\$38,225.00
Drainage Utility Maintenance	Ford F-350	1	\$42,740.00	\$42,740.00
Fleet Services	Ford Transit 150	1	\$38,973.00	\$38,973.00
Parks	Ford F-150	1	\$31,420.00	\$31,420.00

Police	Ford Explorer	3	\$32,910.00	\$98,730.00
Transportation	Ford F-150	1	\$31,445.00	\$31,445.00
Engineering	Ford F-150	1	\$38,747.00	\$38,747.00

*Includes \$400.00 BuyBoard fee for all Rockdale Country Ford purchases

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

Category	FY21
Aviation	\$32,775.00
Community Development	\$22,930.00
Development Services	\$67,172.00
Fleet Services	\$38,973.00
Public Safety	\$174,030.00
Public Works	\$667,415.00
Recreation Services	\$141,820.00
Total	\$1,145,115.00

Is this a one-time or recurring expenditure?

These are one-time expenditures.

Is this expenditure budgeted?

These expenditures are budgeted in the following accounts:

Department/Division	Account	Cost	Available Funds
Aviation/Skylark Airfield	525-0505-521.61-10	\$32,775.00	\$32,775.00
Community Development/ADA	349-8832-493.61-10	\$22,930.00	\$24,205.00
Finance/Fleet Services	349-8820-493.61-10	\$38,973.00	\$40,241.00
Fire Department/Emerg. Mgmt.	349-8870-493.61-10	\$51,925.00	\$51,925.00
Police Department	349-8860-493.61-10	\$122,105.00	\$122,105.00
Development Services/Code Enf	349-8840-493.61-10	\$28,425.00	\$29,553.00
Development Svcs/Engineering	387-8834-493.61-10	\$38,747.00	\$38,747.00
Public Works/ Drain. Util. Maint.	375-8834-493.61-10	\$80,965.00	\$89,020.00
Public Works/Sanitary Sewers	387-8834-493.61-10	\$55,695.00	\$55,695.00
Public Works/Sanitary Sewers	387-8834-493.61-35	\$65,810.00	\$86,728.00
Public Works/Transportation	349-8834-493.61-10	\$326,090.00	\$367,414.00
Public Works/W&S Operations	387-8834-493.61-35	\$138,855.00	\$144,000.00
Recreation Svs./Animal Svs.	349-8830-493.61-10	\$32,735.00	\$35,000.00
Recreation Svs./Parks	349-8830-493.61-10	\$109,085.00	\$120,175.00

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 approve the procurement of fleet vehicles and equipment in the amount of \$740,745 with Caldwell Country Chevrolet and \$404,370 with Rockdale Country Ford and authorize the City Manager or designee to execute change orders in accordance with state and local law.

DEPARTMENTAL CLEARANCES:

Aviation
Community Development
Fire
Development Services
Police
Public Works
Recreation Services
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Certificates of Interested Parties

QUOTE# 004A-EMS (CAPQ102856)

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp Billy Hughes
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com billy@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 18, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2022-2023 CHEVROLET TAHOE 4X4 SSV CK10706

A Base Price & Options:	\$51,925
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	(NO SPOTLIGHT), 4X4-SSV, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, 40-20-40 CLOTH FRONT SEAT, FULL RUBBER FLOOR, AIR CONDITION FRONT AND REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY W/REMOTE START, SOLAR ABSORBING GLASS (NOT DEEP TINT), RUNNIN BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA, REVERSE SENSE, FRONT TOW HOOKS, SKID PLATE, THEFT DETERRENT SYSTEM, FRONT LICENSE PLATE BRACKET, WIRING GRILLE & SIREN SPEAKER, WIRING HORN RELAY WIRING, SWITCHBLADE SILVER, CAPQ102856 -CAP BELTON (MORGAN SWENSON), ION T-SERIES LINEAR DUO R/W (LIGHTBAR SCENE, WIRE DUO) LP ON BRACKET, ION T-SERIES LICENSE PLATE	INCL			

<p>BRACKET, UNDER THE SIDE VIEW MIRROR MOUNT FOR TWO LINSV2 SERIES PAIR, SURFACE MT LINZ V-SERIES RED MIR2 UNDER MIRRORS, SURFACE MT LINZ V- SERIES RED MIR2 UNDER MIRROR, PB450L4 ALUMINUM BUMPER ION, CONTOUR CONSOLE W/LOCKING LID, SIDE SLIDING ARMREST, DUAL ABS CUP HOLDER INTERNALLY MOPUNTED, M7200, M7300 REMOTE HEAD RADIO, CENCOM MPC-03, 2" BLANK FACEPLATE W/2.1A USB (2) AND 12V OUTLETS (2), MULTI POSITION MICROPHONE HOLDER, MULTI POSITION MICROPHONE HOLDER, 2-MAGNETIC MIC KIT, 3/8 HOLE MT, 25' CABLE ANTENNA COAX, 800 MHZ ANTENNA, INNER EDGE DUO (DRIVER SIDE RED/WHITE, PASSENGER SIDE RED/WHITE, C399 CORE SIREN, C399K, SA315P, SPEAKER, SAK, 12 LIGHT FRONT INNER EDGE DUO 6 RED/WHITE DRIVER/6 RED/WHITE PASSENGER, LIGHTBAR SCENE, LIGHTBAR TAKEDOWNS, CENCOM CORE WCX CONTROL CENTER, SA315 SPEAKER BLACK PLASTIC, OBDII CANPORT KIT, SA315 MT KIT UNIVERSAL PB -FRONT CENTER, WECANX 21 BUTTON/SLIDE CTRL HD, WECANX BS54Z, 10-ONE DUO LIGHTHEAD, VERTEX SUPER LED SPLIT RED/WHITE, H- HEADLIGHTS, VERTEX SUPER LED SPLIT RED/WHITE H- HEADLIGHTS, VERTEXSA SUPER LED SPLIT RED/WHITE R-REVERSE LIGHTS, VERTEX SUPER LED SPLIT RED/WHITE R-REVERSE LIGHTS,</p>				
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	FENIEX QUAD ROCKER PANEL PAIR, ION T- SERIES LINEAR DUO R/W LP ON BRACKET, POWER DISTRIBUTION KIT, WIRING HARNESS, TOTAL INSTALL				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$51,925
Quantity Ordered					1
Subtotal E					\$51,925
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: SWITCHBLADE SILVER (SILVER ICE)					
H. Total Purchase Price (E+F)					\$51,925
				Estimated Delivery Date:	360-420 DAYS APPX

QUOTE# 001-UNIT 00650 (Q107893)

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 22, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2022 CHEVROLET 6500 SILVERADO MEDIUM CC56403

A Base Price & Options:	\$77,265
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 108" CA, 23,500# GVWR, 6.6L-V8 DURAMAX TURBO DIESEL B20, ALLISON AUTOMATIC A2750HS- 6SPD CLOSE RATIO W/DOUBLE OD, 4.88 DANA SPICER TRUETRAC LIMITED SLIP REAR AXLE, 225/70R19.5H 130/128 (6) TIRES, NO SPARE, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS-MAX LEGAL, FRONT STABILIZER BAR, 8,000# FRONT AXLE AND SUSPENSION, 15,500# REAR AXLE, 15,500# MULTI LEAF REAR SUSPENSION, REAR SHOCK ABSORBERS, OEM INTEGRATED TRAILER BRAKE CONTROLLER W/WIRING PROVISION, REAR VISION CAMERA PREP KIT, FRONT TOW HOOKS, 14' X 96" GB FLATBED 3/16" SMOOTHY PLATE FLOOR, FULL PLATFORM FLOOR SPRAY LINER WITH	INCL			

<p>SMOOTH SURFACE, 4" STRUCTURAL CHANNEL CROSSMEMBERS ON 12" CENTERS, 5" STRUCTURAL CHANNEL END AND SIDE RAILS, 6" STRUCTURAL CHANNEL LONGSILLS, OUTSIDE STAKE POCKETS ON SIDES ONLY, 3/8" X 2-1/2" FLAT BAR RUB RAILS ON SIDES ONLY, 40" METAL STAKES AND REAR, 42" HALF SMOOTH STEEL-HALF EXPANDED METAL HEADBOARD, HEADBOARD TO HAVE 12" KNEE BRACED TO BOTTOM OF PLATFORM, HEADBOARD SUPPORTED WITH FOUR 4" CHANNEL UPRIGHTS, RUGBY SR5020 ED NTEA CLASS 50 ELEC/HYDRAULIC HOIST, (2) ECCO 7945A AMBER BEACONS MOUNTED ON TOP OF HEADBOARD, (1) ON STREESIDE (1) ON CURBSIDE FOR 360 DEGREE VISIBILITY, (2) ECCO ED3704A AMBER STROBES ON REAR OF BODY, (1) ON STREETSIDE (1) ON CURBSIDE, FULL WIDTH 4" CHANNEL ICC BUMPER BODY, CLASS V REAR RECEIVER HITCH W/7-WAY 4-WAY PLUG</p>					
<p>GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C</p>	<p>INCL</p>		<p>CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836</p>		
<p>Subtotal B</p>				<p>INCL</p>	
<p>C Unpublished Options</p>					
<p>Code</p>	<p>Description</p>	<p>Cost</p>	<p>Code</p>	<p>Description</p>	<p>Cost</p>
<p>Subtotal C</p>					
<p>D Other Price Adjustments (Installation, Delivery, Etc...)</p>					

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$77,265
Quantity Ordered	1
Subtotal E	\$77,265
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$77,665
Estimated Delivery Date: 240-390 DAYS APPX	

QUOTE# 001-UNIT 152 (CAPQ102809)

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 20, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2022-2023 CHEVROLET MALIBU LS 1ZC69

A Base Price & Options: \$23,375

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LS PACKAGE, 1.5L-4 CYLINDER TURBO, AUTOMATIC, CLOTH BUCKETS, CARPET FLOOR W/MATS, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, MAX LEGAL TINT, REAR WINDOW DEFOGGER, REAR VISION CAMERA, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT, BLACK HOUSING, 12 LED DUAL COLOR RED/BLUE, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT, BLACK HOUSING, 12 LED DUAL COLOR RED/BLUE, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT, BLACK HOUSING, 12 LED DUAL COLOR RED/BLUE, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT, BLACK HOUSING, 12 LED DUAL COLOR RED/BLUE, FASCIA LIGHT WINDOW SHROUD KIT, LIGHTED ROCKER SWITCH, POWER DISTRIBUTION KIT, WIRING HARNESS, ALL WINDOWS LEGAL TINT + EYEBROW	INCL			
	GM WARRANTY	INCL		CALDWELL COUNTRY	

	5YR/100,000 MILES POWERTRAIN @ N/C			PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$23,375
Quantity Ordered					1
Subtotal E					\$23,375
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: SILVER					
H. Total Purchase Price (E+F)					\$23,375
Estimated Delivery Date:					300-360 DAYS APPX

QUOTE# 001-UNIT 0014

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 24, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2022 CHEVROLET 2500HD SILVERADO 4X2 DOUBLE CAB SWB CC20753

A Base Price & Options: \$32,775

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB, 10,050#GVWR, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, DEEP TINT GLASS-MAX, SPRAY ON BEDLINER, 6.5' SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	
	\$32,775
Quantity Ordered	1
Subtotal E	\$32,775
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	
	\$32,775
Estimated Delivery Date:	240-360 DAYS APPX

QUOTE# 001-UNIT 00529

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 2, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2022 CHEVROLET 3500HD SILVERADO 4X4 CREW CAB W-UTL CK30943

A Base Price & Options: \$55,695

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 14,000#GVWR-DUAL REAR WHEEL, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, DEEP TINT GLASS-MAX, OEM INTEGRATED TRAILER BRAKE CONTROLLER, KNAPHEIDE 696D54 SERVICE BODY W/OPTIONS, FULL LENGTH PIPE RACK, SPRAY LINER, IN-BED SHOVEL, STROBES F&R (AMBER AND BLUE), RACK, REAR VISION CAMERA, (NO LIFT GATE)	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
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Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$55,695
Quantity Ordered					1
Subtotal E					\$55,695
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$55,695
Estimated Delivery Date:					240-390 DAYS APPX

QUOTE# 001-UNIT 00453 (Q107023)

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 4, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2022 CHEVROLET 6500 SILVERADO MEDIUM CC56403	

A Base Price & Options:	\$65,810
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 84" CA, 23,500# GVWR, 6.6L-V8 DURAMAX TURBO DIESEL B20, ALLISON AUTOMATIC A2750HS-6SPD CLOSE RATIO W/DOUBLE OD, 4.88 DANA SPICER TRUETRAC LIMITED SLIP REAR AXLE, 225/70R19.5H 130/128 (6) TIRES, NO SPARE, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS-MAX LEGAL, FRONT STABILIZER BAR, 8,000# FRONT AXLE AND SUSPENSION, 15,500# REAR AXLE, 15,500# MULTI LEAF REAR SUSPENSION, REAR SHOCK ABSORBERS, OEM INTEGRATED TRAILER BRAKE CONTROLLER W/WIRING PROVISION, REAR VISION CAMERA PREP KIT, FRONT TOW HOOKS, 11' GOOSENECK BODY PAINTED BLACK, 1/8" STEEL TREADPLATE FLOOR WITH TRAP DOOR, 1/8"	INCL			

DIAMOND TAILSKIRT, HEADBOARD WITH S/T/T LIGHTS, OUTSIDE RUBRAIL AND STAKE POCKETS ON SIDES ONLY, 2" HD RECEIVER HITCH, 7-WAY PLUT, 2-5/16" GOOSENECK BALL, 7-WAY PLUG AT GOOSENECK, CLASS V REAR RECEIVER HITCH W/7-WAY 4-WAY PLUG ALL WIRED TO OEM TRAILER BRAKE CONTROLLER, PLAIN MUFLAPS IN ANTI- SAIL BRACKETS, STREET SIDE FRONT RKI 36X18X18, CURBSIDE FRONT RKI 36X18X18, ECCO 7265 CAB AMBER BLUE BEACON (1) MOUNTED STREETSIDE (1) MOUNTED CURBSIDE ON TOP OF HEADACHE RACK					
GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C		INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc..)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$65,810
Quantity Ordered					1
Subtotal E					\$65,810
F Non-Equipment Charges (Trade-In, Warranty, Etc..)					
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$65,810
Estimated Delivery Date:				240-390 DAYS APPX	

QUOTE# 001-UNIT,XX,384,385,387,390 CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN		Contractor: CALDWELL COUNTRY			
Contact Name: GRANT ROACH		CALDWELL COUNTRY			
Email: GROACH@KILLEENTEXAS.GOV		Prepared By: Averyt Knapp			
Phone #: 254-501-7798		Email: aknapp@caldwellcountry.com			
Fax #:		Phone #: 979-567-6116			
Location City: KILLEEN, TX		Fax #: 979-567-4376			
Date Prepared: OCTOBER 2, 2021		Address: P. O. Box 27, Caldwell, TX 77836			
Contract Number: BUY BOARD #601-19		Tax ID # 14-1856872			
Product Description: 2022 CHEVROLET 3500HD SILVERADO 4X2 CREW CAB W-UTL CC30943					
A Base Price & Options:			\$58,929		
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 14,000#GVWR-DUAL REAR WHEEL, 6.6L-V8 DURAMAX DIESEL, 10- SPD ALLISON AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, DEEP TINT GLASS-MAX, OEM INTEGRATED TRAILER BRAKE CONTROLLER, KNAPHEIDE 696D54 SERVICE BODY W/OPTIONS, SPRAY LINER, CARGO TIE DOWNS -4, GRAB HANDLES -2, MODULAR CAB GUARD, TRAILER TOW CLASS V HITCH, 2-SHOVEL BOX-60" TOP MOUNTED COMPARTMENT, REAR VISION CAMERA	INCL		Q106815	
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$58,929
Quantity Ordered					5
Subtotal E					\$294,645
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$294,645
Estimated Delivery Date:					240-390 DAYS APPX

QUOTE# 001-Q88193 (UNIT 5014)

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #: 254-501-8934	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 25, 2021	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2022 CHEVROLET 5500 MEDIUM CC56403

A Base Price & Options: \$138,855

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-REGULAR CAB, 169" WHEELBASE, 84" CAB TO AXLE, 19,500#GVWR, 6.6L- DURAMAX DIESEL, 6- SPD ALLISON AUTOMATIC W/PTO PROVISION, 4.30 LIMITED SLIP REAR AXLE, 225/70R19.5G (7) INCLUDING SPARE TIRE AND WHEEL, 7,500# FRONT AXLE, 15,500# REAR AXLE, 15,500# MULTI LEAF REAR SUSPENSION, REAR SHOCK ABSORBERS, FRONT STABILIZER BAR, 40- 20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO, TILT, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, OEM INTEGRATED TRAILER BRAKE CONTROLLER, UPFITTER SWITCH PACKAGE, OEM INTEGRATED TRAILER BRAKE CONTROLLER, CAB MOUNT SWITCH PROVISION, TRAILER WIRING PROVISION W/WIRE HARNESS, FUEL FILL KIT, PALFINGER PCB 43 SERIES 11' HEAVY DUTY GALVANNEALED STEEL	INCL			

<p>CRANE BODY WITH STANDARD RIGHT REAR CRANE MOUNTING COMPARTMENT, ALL ALUMINUM DOORS AND HINGES, GAS DOOR SHOCKS, EIGHT (8) RECESSED CARGO TIE DOWNS (6,000# CAPACITY), TWO (2) GRAB HANDLES, 44" HIGH SIDE COMPARTMENTS (OPTIONAL COMPARTMENTS MAY BE RAISED TO 60" HIGH), A FULLY INTEGRATED AND SEALED DISTRIBUTION PANEL, FMVSS 108 LED LIGHT AND REFLECTOR KIT, MUD FLAP BRACKETS, ENTIRE BODY ELECTRO COAT (E-COAT) PRIMER, INTERIOR OF COMPARTMENTS LINED WITH ZOLATONE AIM WHITE INTERIOR COATING, UNDERSTURCTURE AND BOTTOM OF COMPARTMENTS UNDERCOATED, BODY INSTALL KIT FOR CLASS 5 CONVENTIONAL CHASSIS DESIGNED TO ACCEPT UP TO 43,000# FT/LBS RATED CRANE FOR 84"CA, 19,500# GVWR CHASSIS, MASTER LOCKING SYSTEM INSTALLED -11' PCB 43 BODY (ALL MODELS), HEADACHE RACK W/63" RACK HIEGHT (MEASURED TOP OF HEADACHE RACK TO TOP OF FRAME RAIL), INSTALLED ONLY, NOT COMPATIBLE W/LSR, STANDARD ALUMINUM SHELVING PACKAGE W/ALUMINUM DRAWER CABINET UNIT 5-3", 2-5", 1-7" X 25" WIDE (8 DRAWERS), STREET SIDE FRONT COMPARTMENT, TAILSHELF BUMPER 21" WORKBENCH TAILSHELF WITH OUTRIGGER CROSS TUBE THROUGH COMPARTMENT, 3/4" TOP PLATE WORK SURFACE</p>				
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<p>AND INTEGRATED 16,000# RATED 2" HITCH RECEIVER TUBE INSTALLED, VISE MOUNTING PLATE WITH WILTON #676 6.5" VISE, PALFINGER MODEL PSC 8029 TELESCOPIC MECHANIC FIELD SERVICE CRANE, 43,000# FT/LBS RATING, 400 DEGREE ROTATION, 29' HYDRAULIC REACH CAPABILITY, 8,000# VERTICAL LIFT CAPACITY, -10 TO + 80 DEGREE BOOM ELEVATION, DOUBLE ACTING CYLINDERS WITH INTEGRATED LOAD HOLDING VALES ON ALL CYLINDERS, FOUR- SPOOL REMOTE CONTROL VALUE, OVERLOAD SHUTDOWN SYSTEM, HYDRAULIC PLANETARY DRIVE WINCH WITH SPRING LOADED ROLLER, END LAYERING LIMIT SWITCH AND INTEGRAL TWO-BLOCK DAMAGE PREVENTION SYSTEM, RADIO REMOTE CONTROL, DECALS, CRANE HOOK, LOAD LINE BLOCK, WHITE AND BLACK FINISH PAINT AND CRANE MOUNTING BOLT KIT, 11" STANDARD -44"H SIDEPACKS, LIGHT KITS INSTALLED, LED COMPARTMENT LIGHTS, 6EA FLOOW/WORK LIGHTS INSTALLED, TWIN AMBER LED BEACONS INSTALLED ON HEADACHE RACK, CRANE BOOM SUPPORT, OUTRIGGERS REAR POWER OUT (CRANE SIDE), POWER DOWN STABILIZERS, FRONT MANUAL DROP DOWN STABILIZER KIT OF 2 -PCB 43 MECHANICS BODY (REQUIRES ONE EACH SIDE FOR STABILITY), MAY BE INSTALLED ON SHIP OUT BODY, INSTALL ALL HYDRAULICS INCLUDING PTO AND</p>				
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	TANDEM HYDRAULIC PUMP, 30 GALLON HYDRAULIC OIL RESERVOIR, HYDRAULIC FILTER AND FILTER HEAD, SPRAY ON BEDLINER TO COVER CARGO AREA FLOOR, SIDES, FRONT BULKHEAD AND TAILGATE, INSTALL CHROME GRAB HANDLES AT REAR BOTH SIDES, INSTALL BACKUP ALARM, INSTALL ANTI-SAIL MUD FLAPS, WEIGHT SLIP, CERTIFICATION, AND CRANE CERTIFICATION, SPRING WORK TO LEVEL CRANE SIDE OF TRUCK, MUD FLAPS, WEIGHT SLIP AND CERTIFICATION, TOTAL INSTALL				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$138,855
Quantity Ordered					1
Subtotal E					\$138,855
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$138,855
Estimated Delivery Date:				360-420 DAYS APPX	

QUOTE# 001-UNIT 787

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State:	Fax #: 979-567-4376
Date Prepared: OCTOBER 22, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

Product Description: 2022 FORD F150 F1C

A Base Price & Options: \$32,335

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2- SUPER CAB, 5.0L-V8, 10-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, MAX LEGAL TINT GLASS, AMBER STROBES (94S), SPRAY ON BEDLINER, 6.5' BED, REAR STEP BUMPER, REAR VISION CAMERAS, TRAILER TOW PACKAGE W/WIRING CONNECTOR	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	
Quantity Ordered	1
Subtotal E	\$32,335
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$32,735
Estimated Delivery Date:	180-300 DAYS APPX

QUOTE# 01-0037-0038

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 2, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

Product Description: 2022 FORD EXPLORER K7B

A Base Price & Options: \$28,425

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	XL PACKAGE, AUTOMATIC, AIR CONDITION, CLOTH SEATS, CARPET FLOOR W/MATS, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, REAR VISION CAMERA	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) \$28,425

Quantity Ordered 1

Subtotal E \$28,425

F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	
	\$28,425
Estimated Delivery Date:	
	120-150 DAYS APPX

Quantity Ordered	1
Subtotal E	\$22,930
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE (PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$22,930
Estimated Delivery Date:	150-175 DAYS APPX

QUOTE# 001-UNIT 001075

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 28, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

Product Description: 2022 FORD F250 CREW CAB 4X4 LWB W2B

A Base Price & Options: \$38,225

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, SINGLE REAR WHEEL, 6.2L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LIMITED SLIP REAR AXLE, LT245/75RX17E ALL SEASON, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS-MAX LEGAL, SRPAY ON BEDLINER, 8' LONG BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, AMBER WARNING LIGHT 91S	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$38,225
Quantity Ordered					1
Subtotal E					\$38,225
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$38,225
				Estimated Delivery Date:	360-480 DAYS APPX

QUOTE# 001-UNIT 001070

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 28, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

Product Description: 2022 FORD F350 CREW CAB 4X4 LWB (DRW) W3D

A Base Price & Options: \$42,740

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 14,000# GVWR -DUAL REAR WHEEL, 6.2L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LIMITED SLIP REAR AXLE, LT245/75RX17E ALL SEASON, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS-MAX LEGAL, SRPAY ON BEDLINER, 8' LONG BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, AMBER WARNING LIGHT 91S, LED WARNING LIGHTS, GOOSENECK HITCH W/WIRING, BALL, ATTACHMENTS	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$42,740
Quantity Ordered					1
Subtotal E					\$42,740
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$42,740
Estimated Delivery Date:				360-480 DAYS APPX	

QUOTE# 001-UNIT 800

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 24, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2022 FORD TRANSIT T150 MR PASSENGER WAGON K1C	

A Base Price & Options: \$38,973

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	TEN (10) PASSENGER-VINYL, 130" WHEELBASE, 3.5L-V6, 10-SPD AUTOMATIC, VINYL BUCKETS, FULL RUBBER FLOOR, AIR CONDITION FRONT & REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	

Subtotal B INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		\$38,973
Quantity Ordered		1
Subtotal E		\$38,973
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE (PER PO, NOT PER UNIT)		N/I
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$38,973
Estimated Delivery Date:		150-240 DAYS APPX

D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	
Quantity Ordered	1
Subtotal E	\$31,420
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$31,420
Estimated Delivery Date:	180-210 DAYS APPX

QUOTE#01-00130,00131,00134 (CAPQ102810) CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN		Contractor: ROCKDALE COUNTRY			
Contact Name: GRANT ROACH		ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY			
Email: GROACH@KILLEENTEXAS.GOV		Prepared By: Averyt Knapp			
Phone #: 254-501-7798		Email: aknapp@caldwellcountry.com			
Fax #:		Phone #: 979-567-6116			
Location City & State: KILLEEN, TX		Fax #: 979-567-4376			
Date Prepared: OCTOBER 2, 2021		Address: P. O. Box 72, ROCKDALE, TX 76567			
Contract Number: BUY BOARD #601-19		Tax ID # 27-3037856			
Product Description: 2022 FORD EXPLORER K7B					
A Base Price & Options:					\$32,910
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	XL PACKAGE, AUTOMATIC, AIR CONDITION, CLOTH SEATS, CARPET FLOOR W/MATS, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, REAR VISION CAMERA, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT, BLACK HOUSING, 12 LED DUAL COLOR RED/BLUE, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT BLACK HOUSING, 12 LED DUAL COLOR RED/BLUE, MPOWER 4" FASCIA LIGHT W/SCREW MOUNT BLACK HOUSING 12 LED DUAL COLOR RED/BLUE, MPOWER 4" FASCIA LIGHT KIT W/SCREW MOUNT, BLACK HOUSING, 12 LED DUAL COLOR, FASCIA LIGHT WINDOW SHROUD KIT, LIGHTED ROCKER SWITCH, POWER DISTRIBUTION KIT, WIRING HARNESS, TINT ALL WINDOWS LEGAL + EYEBROW	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	

Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$32,910
Quantity Ordered					3
Subtotal E					\$98,730
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: SILVER, CARBONIZED GRAY, AGATE BLACK					
H. Total Purchase Price (E+F)					\$98,730
Estimated Delivery Date:					150-180 DAYS APPX

QUOTE# 001-UNIT 0093

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 24, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2022 FORD F150 SUPER CREW 4X2 SWB W1C	

A Base Price & Options: \$31,445

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2 SUPERCREW, 5.0L-V8, 10-SPD AUTOMATIC, 145" WHEELBASE, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/WIRELESS CONNECTIVITY, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SPRAY ON BEDLINER, SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, TRAILER TOW PACKAGE W/CONNECTOR, MAX LEGAL TINT, ALUMINUM WEATHER GUARD TOOL BOX -DEFENDER SERIES	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$31,445
Quantity Ordered	1
Subtotal E	\$31,445
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$31,445
Estimated Delivery Date: 180-210 DAYS APPX	

QUOTE# 001-UNIT 00581

CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 24, 2021	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856

Product Description: 2022 FORD F150 SUPER CREW 4X4 LWB W1E

A Base Price & Options: \$38,747

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4 SUPERCREW, 5.0L-V8, 10-SPD AUTOMATIC, 145" WHEELBASE, 40-C-40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/WIRELESS CONNECTIVITY, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SPRAY ON BEDLINER, 6.5' LONG BED, REAR STEP BUMPER, REAR VISION CAMERA, TRAILER TOW PACKAGE W/CONNECTOR, MAX LEGAL TINT, (2) USB PORTS, WALL PLUGS, AMBER & WHITE STROBES (94S), TOOL BOX (90P)	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					
Quantity Ordered					1
Subtotal E					\$38,747
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)					N/I
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$38,747
Estimated Delivery Date:					180-210 DAYS APPX



Contract Verification

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

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

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

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

Kaybee Nelson
Signature

Kaybee Nelson
Printed Name

10/5/21
Date

Caldwell Country Chevrolet
Company Name

Meet Assistant
Title



Contract Verification

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

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

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

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

Kaybee Nelson
Signature

Kaybee Nelson
Printed Name

10/5/21
Date

Rockdale Country Ford
Company Name

Fleet Assistant
Title

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 the business entity's place of business.

CALDWELL COUNTRY CHEVROLET
CALDWELL, TX United States

Certificate Number:
2021-805435

Date Filed:
09/23/2021

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

City of Killeen

Date Acknowledged:

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

BUYBOARD 601-19
2022 CHEVROLET TAHOE PURCHASE FOR FIRE DEPARTMENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Slater, RYAN	Caldwell, TX United States	X	
	HESTER, ZACH	Caldwell, TX United States	X	
	KNAPP, AVERYT	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kristen Zapata, and my date of birth is 07/09/1983.

My address is PO BOX 27 (street), Caldwell (city), TX (state), 77836 (zip code), USA (country).

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

Executed in Burleson County, State of TEXAS, on the 23 day of Sept., 2021.
(month) (year)

Kristen Zapata
Signature of authorized agent of contracting business entity
(Declarant)

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

Certificate Number:
 2021-809467

Date Filed:
 10/05/2021

Date Acknowledged:

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

Rockdale Country Ford
 Rockdale, TX United States

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

City of Killeen

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

601-19
 New Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HESTER, Zach	Caldwell, TX United States	X	
SLATER, Ryan	Caldwell, TX United States	X	
KNAPP, Averyt	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kaybee Nelson and my date of birth is 06/10/1998

My address is PO BOX 72 Rockdale TX 74607 USA
(street) (city) (state) (zip code) (country)

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

Executed in Milam County, State of Texas, on the 5 day of October, 2021
(month) (year)

Kaybee Nelson
 Signature of authorized agent of contracting business entity
(Declarant)



PROCUREMENT OF FLEET VEHICLES AND EQUIPMENT

RS-21-151

November 30, 2021

Background

2

- Fleet Services manages 1,012 units of rolling stock
 - ▣ Includes maintaining the annual fleet procurement schedule
- Annual fleet procurement budget:
 - ▣ FY 2020 - \$5,490,100
 - ▣ FY 2021 - \$5,239,955
 - ▣ FY 2022 - \$5,980,534
- 63 units are scheduled to be purchased in FY 2022
- 39 units were approved on October 26, 2021

Procurement Information

- Total of 24 units are being purchased in this request at a cost of \$1,145,115
 - ▣ Aviation – 1 unit (\$32,775)
 - ▣ Community Development – 1 unit (\$22,930)
 - ▣ Development Services – 2 units (\$67,172)
 - ▣ Fleet Services – 1 unit (\$38,973)
 - ▣ Public Safety – 5 units (\$174,030)
 - ▣ Public Works – 11 units (\$667,415)
 - ▣ Recreation Services – 3 units (\$141,820)

Alternatives

4

- Defer purchase of fleet vehicles and equipment
- Purchase fleet vehicles and equipment

Recommendation

City Council approve the procurement of the fleet vehicles and equipment in the amount of \$740,745 with Caldwell Country Chevrolet and \$404,370 with Rockdale Country Ford and authorize the City Manager or designee to execute change orders in accordance with state and local law



City of Killeen

Legislation Details

File #: RS-21-152 **Version:** 1 **Name:** Rejection of bids received for Bid #22-05 Petroleum and DEF

Type: Resolution **Status:** Resolutions

File created: 11/8/2021 **In control:** City Council

On agenda: 12/7/2021 **Final action:**

Title: Consider a memorandum/resolution rejecting bids received for Bid No. 22-05, Petroleum Products and Diesel Exhaust Fluid.

Sponsors: Fleet Services, Finance Department, Purchasing

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Bid Tabulation](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021

TO: Kent Cagle, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: Rejecting bids received for Bid #22-05 Petroleum Products and Diesel Exhaust Fluid

BACKGROUND AND FINDINGS:

On October 30, 2018, City Council awarded Bid #19-02 to American Lube Supply for petroleum products and Arnold Oil Company for diesel exhaust fluid (DEF). The initial agreements were for a term of one (1) year with the option to renew three (3) additional one (1) year terms. Fiscal Year 2022 would have been the fourth and final term of the agreements. During the renewal process, staff received notification from the vendors that petroleum products would increase 36% and DEF 35%. The bid document limited future price increases to 10% for each renewal term, so both items needed to be bid again. Petroleum products and DEF are being purchased from American Lube Supply and Arnold Oil Company until a new bid can be awarded.

On October 14, 2021, at 2:15 pm, two (2) bids for Bid #22-05, Petroleum Products and DEF, were opened and read aloud. This bid requested pricing on seventeen (17) of the most commonly used petroleum and DEF products. After reviewing the only two bids received and comparing them to current pricing, staff recommends rejecting the bids. The low bid for petroleum products would be a \$48,582 or 79% increase over current pricing and the low bid for DEF would be a \$16,202 or 116% increase over current pricing. In addition, six (6) bids were received the last time petroleum products and DEF were bid compared to only two (2) bids for Bid #22-05. If City Council rejects all bids, City staff plans to conduct another competitive bid for both products.

Fleet Services utilizes petroleum products and DEF daily to service the City's fleet. The costs of each are charged to the departments as the products are used. In Fiscal Year 2021, the amount spent on petroleum products was \$49,298 and the amount spent on DEF was \$11,184 for a total of \$60,482. The low bid for petroleum products would cost an estimated \$110,051 annually and the low bid for DEF would cost an estimated \$30,194 annually for a total of \$140,245.

THE ALTERNATIVES CONSIDERED:

- 1.) Accept the lowest bids.
- 2.) Reject all bids.

Which alternative is recommended? Why?

The second alternative is recommended to reject all bids. Rejecting bids would allow the items to be bid again, which may result in a lower annual cost.

CONFORMITY TO CITY POLICY:

This resolution conforms to City policies and Texas Local Government Code, Section 252.043.

FINANCIAL IMPACT:

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

Rejecting Bid #22-05 will result in advertising costs of approximately \$294.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in the Fleet Services Internal Service Fund, account 601-2033-415.44-28.

If not, where will the money come from?

NA

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

Yes

RECOMMENDATION:

City Council reject the bids received for Bid #22-05, Petroleum Products and Diesel Exhaust Fluid.

DEPARTMENTAL CLEARANCES:

Fleet Services
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Bid Tabulation

Price Comparison				Current		Advance Auto		Sun Coast				
ITEM	DESCRIPTION	PRODUCT (OR EQUIVALENT TO)	ESTIMATED QUANTITY	BID PRICE		EXTENDED PRICE		BID PRICE		EXTENDED PRICE		
1	Engine Oil 15W-40 Bulk:	Shell Rotella T5 Synthetic Blend 15W-40 Meets or exceeds the requirements of: API CK-4, Cummins CES 20086, Ford WSS-M2C171-F1	2000 Gals.	Per Gal:	\$ 9.99	\$ 19,980.00	Per Gal:	\$ -	\$ -	Per Gal:	\$ 17.00	\$ 34,000.00
									NO BID			
2	Engine Oil 5W-30 Bulk:	Pennzoil Platinum Full Synthetic 5W-30 Meets or exceeds the requirements of: API SN, GM dexos 1 Gen2,	600 Gals.	Per Gal.:	\$ 8.18	\$ 4,908.00	Per Gal.:	\$ -	\$ -	Per Gal.:	\$ 24.84	\$ 14,904.00
									NO BID			
3	Engine Oil 5W-20 Bulk :	Motorcraft Synthetic Blend 5W-20 Meets or exceeds the requirements of: Ford WSS- M2C960-A1, API SN Plus	85 Gals. 6 Gal. Box	Per Gal:	\$ 7.50	\$ 637.50	Per Gal:	\$ -	\$ -	Per Gal:	\$ 26.47	\$ 2,249.95
									NO BID			
4	Engine Oil 0W-20 Bulk :	Motorcraft Full Synthetic 0W-20 meets or exceeds the requirements of: Ford WSS- M2C947-B1, API SN	60 Gals. 6 Gal. Box	Per Gal:	\$ 13.33	\$ 799.80	Per Gal:	\$ 20.70	\$ 1,242.00	Per Gal:	\$ 30.88	\$ 1,852.80
5	Engine Oil 15W-40 :	Motorcraft Super Duty Formula 15W-40 Meets or exceeds the requirements of: Ford WSS- M2C171-F1	180 Qts. 12 qts/case	Per Qt:	\$ 4.47	\$ 804.60	Per Qt:	\$ 4.59	\$ 826.20	Per Qt:	\$ 7.54	\$ 1,357.20
6	Engine Oil 0W-40:	Pennzoil Ultra Platinum Synthetic 0W-40 Meets or exceeds the requirements of: Chrysler MS- 12633, API SN	120 Qts. 12 qts/case	Per Qt:	\$ 6.39	\$ 766.80	Per Qt:	\$ 5.97	\$ 716.40	Per Qt:	\$ -	\$ -
									NO BID			
7	Transmission Fluid:	Motorcraft Mercon V Full Synthetic ATF Manufacturer Part # XT-5-5QMC	60 Qts. 12 qts/case	Per Qt:	\$ 4.58	\$ 274.80	Per Qt:	\$ 8.55	\$ 513.00	Per Qt:	\$ 7.17	\$ 430.20
8	Transmission Fluid:	Motorcraft Mercon LV Full Synthetic ATF Manufacturer Part # XT-10-QLVC	150 Qts. 12 qts/case	Per Qt:	\$ 6.27	\$ 940.50	Per Qt:	\$ 7.35	\$ 1,102.50	Per Qt:	\$ 7.17	\$ 1,075.50
9	Transmission Fluid:	AC Delco Dexron VI Full Synthetic ATF Manufacturer Part # 10-9243	240 Qts. 12 qts/case	Per Qt:	\$ 6.23	\$ 1,495.20	Per Qt:	\$ 8.08	\$ 1,939.20	Per Qt:	\$ 8.01	\$ 1,922.40
10	Transmission Fluid:	Chevron Delo Syn ATF 668. Meets or exceeds the requirements of: Allison 1ES- 668	150 Gals. 1 Gal. Jugs	Per Gal:	\$ 43.99	\$ 6,598.50	Per Gal:	\$ -	\$ -	Per Gal:	\$ 42.55	\$ 6,382.50
									NO BID			
11	Hydraulic Oil Bulk:	Shell Tellus S2 MX 32 Hydraulic Fluid - AW32 Group II	2200 Gals.	Per Gal:	\$ 7.32	\$ 16,104.00	Per Gal:	\$ -	NO BID	Per Gal:	\$ 16.75	\$ 36,850.00
12	Hydraulic Oil Bulk:	Shell Tellus S2 MX 68 Hydraulic Fluid - AW68 Group II	300 Gals.	Per Gal:	\$ 9.86	\$ 2,958.00	Per Gal:	\$ -	NO BID	Per Gal:	\$ 14.24	\$ 4,272.00
13	Grease Bulk:	Chevron Delo Grease EP NLGI Grade 2	(3) 16 Gal Kegs - 120 lbs. each	Per lb:	\$ 1.48	\$ 532.80	Per lb:	\$ 3.10	\$ 1,116.00	Per lb:	\$ 4.45	\$ 1,602.00
14	Grease Tube:	Chevron Delo Grease EP NLGI Grade 2 14 oz tube	200 Tubes	Per 14oz Tube:	\$ 2.62	\$ 524.00	Per 14oz Tube:	\$ 5.51	\$ 1,102.00	Per 14oz Tube:	\$ 4.72	\$ 944.00
15	Grease Tube:	ATCO Impact Extra Heavy Duty Non Melt Grease NLGI Grade 2.5 14oz tubes Manufacturer Product Code: 4179-CS0	500 Tubes	Per 14oz Tube:	\$ 8.29	\$ 4,145.00	Per 14oz Tube:	\$ 6.24	\$ 3,120.00	Per 14oz Tube:	NO BID	
16	Diesel Exhaust Fluid Bulk:	Diesel Exhaust Fluid - ISO 22241 Compliant/API Certified	8800 Gals.	Per Gal:	\$ 1.44	\$ 12,672.00	Per Gal:	\$ -	NO BID	Per Gal:	\$ 3.13	\$ 27,544.00
17	Diesel Exhaust Fluid:	Diesel Exhaust Fluid - ISO 22241 Compliant/API Certified	500 Gals. (2.5 Gal. Jug Each)	Per Gal:	\$ 2.64	\$ 1,320.00	Per Gal:	\$ 5.52	\$ 2,760.00	Per Gal:	\$ 5.30	\$ 2,650.00
				Petroleum Total		\$61,469.50	Petroleum Lowest Bid Total:		\$7,020.60	Petroleum Lowest Bid Total:		\$103,030.55
				DEF Total		\$13,992.00	Combined Total of Lowest Petroleum Bids:			Combined Total of Lowest Petroleum Bids:		\$110,051.15
				Combined Total		\$75,461.50	DEF Lowest Bid Total:			DEF Lowest Bid Total:		\$30,194.00
							Combined Total of Petroleum & DEF Lowest Bids:			Combined Total of Petroleum & DEF Lowest Bids:		\$140,245.15
										Petroleum Bids Higher Than Current By:		79.00%
										DEF Bids Higher Than Current By:		116.00%
										Combined Total Higher Than Current By:		86.00%



PETROLEUM PRODUCTS AND DIESEL EXHAUST FLUID (DEF)

RS-21-152

November 30, 2021

Background

- ❑ October 2018 – Bid 19-02 was awarded to American Lube Supply for petroleum products and Arnold Oil for diesel exhaust fluid (DEF)
- ❑ Initial term was 1 year with option to renew 3 additional years
- ❑ Fleet Services uses petroleum products and DEF daily and the costs are charged to departments when used
- ❑ The cost of the products in FY 2021 was \$60,482
- ❑ During the renewal process, staff was notified that petroleum products would increase 36% and DEF 35%
- ❑ Bid document limited annual increases to 10%, so both items needed to be bid again

Bid Results

3

- Bid for petroleum products and DEF was advertised September 26 and October 3, 2021
- October 14, 2021 – 2 bids were opened
- Lowest bids:
 - Petroleum products – \$48,582 or 79% increase over current pricing
 - DEF - \$16,202 or 116% increase over current pricing
 - Estimated annual cost for both items is \$140,245
- Last time the items were bid 6 bids were received
- Continuing to use current vendors, American Lube Supply and Arnold Oil Co. until bidding is finalized

Alternatives

4

- Accept the lowest bids
- Reject all bids

Recommendation

5

City Council reject the bids received for Bid #22-05,
Petroleum Products and DEF



City of Killeen

Legislation Details

File #: RS-21-153 **Version:** 1 **Name:** Library Materials Contract
Type: Resolution **Status:** Resolutions
File created: 10/25/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: Consider a memorandum/resolution authorizing the purchase of library materials from Ingram Library Services through the TXSMARTBUY cooperative in an amount not to exceed \$90,000.
Sponsors: Library, Community Development Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Vendor Comparison](#)
[Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021

TO: Kent Cagle, City Manager

FROM: Leslie Hinkle, Executive Director of Community Development

SUBJECT: Purchase of Library Materials from Ingram Library Services through the TXSMARTBUY Cooperative Purchasing Program

BACKGROUND AND FINDINGS:

Ingram Library Services is one of six vendors providing books and DVDs through the State of Texas TXSMARTBUY cooperative purchasing program. Ingram offers the deepest discounts on the formats that comprise the bulk of the city's purchases: adult hardbound and paperback books, juvenile hardbound and paperback books, and DVDs. The latest State Contract went into effect on June 29, 2020, for a 16-month term with the option for annual renewals for four years. The State of Texas has exercised the first renewal option and extended the contract through October 31, 2022.

The Library Services Division seeks approval to purchase the majority of our books and DVDs from Ingram Library Services in an amount not to exceed \$90,000 for Fiscal Year 2021-2022. It is anticipated that the Library Services Division will expend 70.9% of the new materials budget with Ingram Library Services through the State of Texas TXSMARTBUY contract. The remainder of the budget will be used with other vendors.

THE ALTERNATIVES CONSIDERED:

Alternatives considered were:

1. Choose another vendor from the TXSMARTBUY cooperative purchasing program who offers a slightly lower discount, such as Baker & Taylor or Brodart.
2. Select Ingram Library Services through TXSMARTBUY cooperative purchasing program contract #715-M2.

Which alternative is recommended? Why?

Ingram Library Services is the recommended alternative because it provides the best pricing for the material formats most often obtained by the Library Services Division.

CONFORMITY TO CITY POLICY:

This purchase conforms to City policy. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this

subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

For Fiscal Year 2021-2022, the expenditure will not exceed \$90,000.

Is this a one-time or recurring expenditure?

This is a recurring expenditure, but future purchases are dependent on budget approval and Library Services' needs for library materials.

Is this expenditure budgeted?

Yes, the expenditure is budgeted in 010-3215-423.61-20.

If not, where will the money come from?

N/A

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

Yes, funds were approved in the FY 2021-22 Budget.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of books and DVDs through Ingram Library Services through TXSMARTBUY cooperative purchasing contract #715-M2 in an amount not to exceed \$90,000 for FY 2021-2022.

DEPARTMENTAL CLEARANCES:

Community Development
Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Vendor Comparison
Contract
Certificate of Interested Parties



(<http://www.comptroller.texas.gov/>)

Texas Comptroller of Public
Accounts
Glenn Hegar



(<http://www.txsmartbuy.com>)

Bid Postings (<http://www.txsmartbuy.com/#esbd>)

Contracts

SPD Applications

Help (<http://www.txsmartbuy.com/#help>)



0 items

Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Type	Term
Start Date	6/29/2020
End Date	10/31/2022
Purchase Category Code(Agencies Only)	PCC C
Optional Renewal Terms	November 1, 2022, through October 31, 2023 November 1, 2023, through October 31, 2024
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Code(s)	525-10 525-20 525-40 715-04 715-05 715-10 715-46 715-55 956-10
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)

<p>Contract Items and Pricing</p>	<p>Customers should contact the applicable company representative in order to set up an account.</p> <p>715-M2 Baker & Taylor, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf)</p> <p>715-M2 Brodart Co. Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf)</p> <p>715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf)</p> <p>715-M2 Ingram Library Services LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing.pdf)</p> <p>715-M2 Midwest Library Service, Inc. Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf)</p> <p>715-M2 Midwest Tape, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf)</p> <p>715-M2 ProQuest, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf)</p>
<p>Warranty Details</p>	<p>Warranty/Guarantee Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer’s standard warranty, whichever is longer, following Customer’s acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor’s designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor’s warranty obligations hereunder will survive the termination of this Contract.</p> <p>Replacement 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options. 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer’s property when applying ancillary or processing services. 3) The replacements must be processed and received by the Customer within two weeks of written notification. 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary. 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.</p>
<p>Adding New Products to the Contract</p>	<p>Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).</p>
<p>Delivery Delays by Contractor</p>	<p>If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.</p> <p>Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.</p> <p>Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State’s Centralized Master Bidders List (CMBL).</p>
<p>Compliant Products by Contractor</p>	<p>Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer’s F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.</p> <p>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.</p>

Purchase Order Cancellation	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Restocking Fee for Returned Products	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contractor Performance	<p>The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/).</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Track vendor performance for delegated and exempt purchases

Contractors Information

VID: 14731799749

Contractor: Baker & Taylor, LLC

Contact Name: Wendy Hardy

Email: wendy.hardy@baker-taylor.com

Phone: (800) 775-1200 x2776

Alternate Contact Name: Stefanie Kremer

Alternate Email: stefanie.kremer@baker-taylor.com

Alternate Phone: (704) 998-3135

Address: 2550 West Tyvola Road Suite 300 Charlotte, NC 28217

VID: 12322487583

Contractor: Brodart Co.

Contact Name: Mary Miller

Email: mary.miller@brodart.com

Phone: (800) 233-8467

Alternate Contact Name: Lisa Miosi

Alternate Email: lisa.miosi@brodart.com

Address: 500 Arch Street Williamsport, PA 17701

VID: 16217466966

Contractor: Ingram Library Services LLC

Contact Name: Stephen Casey

Email: stephen.casey@ingramcontent.com

Phone: (214) 952-6310

Alternate Email: ils.orders@ingramcontent.com

Address: One Ingram Blvd. La Vergne, TN 37086

VID: 14308345058

Contractor: Midwest Library Service, Inc.

Contact Name: Trish Banta

Email: banta@midwestls.com

Phone: (800) 325-8833

Alternate Contact Name: Herbert Lesser

Alternate Email: hlesser@midwestls.com

Address: 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

VID: 13714996868

Contractor: Midwest Tape, LLC

Contact Name: Janet Timm

Email: jtim@midwesttape.com

Phone: (800) 875-2785

Alternate Contact Name: Jeffery Jankowski

Alternate Email: jjankowski@midwesttape.com

Alternate Phone: (419) 868-9370

Address: PO Box 820 Holland, OH 43528

VID: 13920538553

Contractor: Proquest, LLC

Contact Name: Jess Snyder

Email: Proposals@proquest.com

Phone: (248) 496-1065

Address: Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

VID: 10203021430

Contractor: Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO

Contact Name: Bonnie LaRose

Email: bidadmin@ybp.com

Phone: (800) 258-3774 x8895

Alternate Contact Name: Kate Hartnett

Alternate Email: khartnett@ybp.com

Alternate Phone: (800) 258-3774 x8808

Address: 999 Maple Street Contoocook, NH 02339



Texas Comptroller of Public Accounts

Glenn Hegar

- Home (<http://comptroller.texas.gov>)
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POLICIES

- Privacy and Security Policy (<https://comptroller.texas.gov/about/policies/privacy.php>)
- Accessibility Policy (<https://comptroller.texas.gov/about/policies/accessibility.php>)
- Link Policy (<https://comptroller.texas.gov/about/policies/links.php>)
- Texas.gov (<http://texas.gov>)
- Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security (<http://www.dhs.gov/geography/texas>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)
- Public Information Act (<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State (<http://www.sos.state.tx.us/>)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<http://www.tsl.state.tx.us/trail/>)
- State Link Policy (<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf>)

- Texas Veterans Portal (<http://veterans.portal.texas.gov>)

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 the business entity's place of business.
Ingram Library Services LLC
La Vergne, TN United States

Certificate Number:
2021-826352

Date Filed:
11/22/2021

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
715-M2
Library Goods & Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Annie Bice, Contract Management Specialist, and my date of birth is 09/21/1964.

My address is One Ingram Blvd., La Vergne, TN, 37086, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Rutherford County, State of Tennessee, on the 22 day of November, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF LIBRARY MATERIALS
THROUGH TXSMARTBUY CONTRACT

RS-21-153

November 30, 2021

Background

- ❑ Last TXSMARTBUY contract for library materials expired in late Oct. 31, 2021
- ❑ Texas State Comptroller exercised option to renew through Oct. 31, 2022.
- ❑ Ingram Library Services' contract offers the highest discounts on most library materials.

Vendor Discounts Offered

3

VENDOR	Trade Books	Non-Trade Books	Library Bound	Pre-Bound	DVDs
Ingram	41-47%	10%	15%	30%	31%
Brodart	40.5-46.5%	12%	23%	0-23%	N/A
GOBI	Does not work with public libraries; academic only.				
Baker & Taylor	40.5-46.5%	8%	21.5%	10%	28.5%
Midwest	0-33%	0-15%	0-33%	0-10%	N/A
ProQuest	Does not work with public libraries; academic only.				

Conformity & Financial Impact

4

- ❑ Conforms to City of Killeen purchasing policy
- ❑ Recurring budgeted expense
- ❑ Current year expenditure not to exceed \$90,000
- ❑ Remainder of book budget (\$37,000) will be a book leasing plan

Alternatives

- ❑ Choose a different company offering a lower discount from the list of approved TXSMARTBUY vendors for library materials
- ❑ Approve purchasing library materials through Ingram Library Services through the TXSMARTBUY program due to the higher discounts offered

Recommendation

6

- Recommend City Council authorize the purchase of library books and DVDs through Ingram Library Services through TXSMARTBUY contract in the amount not to exceed \$90,000 in FY 21-22.



City of Killeen

Legislation Details

File #: RS-21-154 **Version:** 1 **Name:** KFD Purchase of Personal Protective Equipment
Type: Resolution **Status:** Resolutions
File created: 11/8/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: Consider a memorandum/resolution authorizing the purchase of personal protective equipment from North American Fire Equipment Company through the Sourcewell cooperative in the amount of \$147,383.85.
Sponsors: Fire Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021
TO: Kent Cagle, City Manager
FROM: Jim Kubinski, Fire Chief
SUBJECT: Purchase of Personal Protective Equipment (PPE)

BACKGROUND AND FINDINGS:

The Fire Department has created a plan to replace 20% of our Personal Protective Equipment (PPE) every year to provide our firefighters with the safest equipment available and to stay in compliance with NFPA 1851 (National Fire Protection Association). Personal Protective Equipment (PPE) is the protective ensemble worn by firefighters which typically consists of the following garments: coat, trousers, boots, helmet, hood, and gloves. These items help protect firefighters in environments immediately dangerous to life or health. Industry standard establishes a usable lifespan for PPE of 5 years for front line use and 5 additional years as reserve or training gear. The fire department must replace PPE that has expired or has been damaged and cannot be repaired. To purchase these items once every five years would create an inevitable hardship that would exceed the reasonable budget for any given year. To avoid purchasing a large number of items in one year, the fire department has a plan to purchase approximately 20% of our current PPE inventory for our personnel annually. Our current quote will replace 46 full sets of PPE as well as a few individual items to replace currently damaged equipment and bolster our reserve for single items that are damaged in the future. These items of PPE are readily available from North American Fire Equipment Company (NAFECO) through Sourcewell contract #032620 in an amount of \$147,383.85.

THE ALTERNATIVES CONSIDERED:

- 1: Purchase PPE from the NAEFCO quote through Sourcewell contract #032620
- 2: Defer purchase to next fiscal year

Which alternative is recommended?

Purchasing the PPE is recommended for the most efficient use of City resources and the best option for the quantity and sizes needed to meet departmental safety guidelines.

CONFORMITY TO CITY POLICY:

The City of Killeen is a member of the Sourcewell purchasing cooperative. The purchase of PPE will be made through the Sourcewell purchasing cooperative contract #032620. Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that

purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

PPE: \$147,383.85

Future purchases will be assessed annually based upon specific needs at the time.

Is this a one-time or recurring expenditure?

This is a one-time purchase for this budget year. Our future purchase needs will be dictated by the items that are damaged beyond repair or nearing expiration.

Is this expenditure budgeted?

Yes, funds are available in the General Fund, Fire Department account 010-7070-442.41-20.

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 purchase of Personal Protective Equipment in the amount of \$147,383.85 from NAFECO.

DEPARTMENTAL CLEARANCES:

Purchasing, Finance, Fire

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties

**NAFECO**

Mailing: 1515 W Moulton St
 (2601 Beltline Road)
 Decatur, AL 35601
 (800) 628-6233
 info@nafeco.com

Quotation

Q85211016533

Date: 11/15/2021
Expires: 12/15/2021
FOB: Origin

Customer Number: KIL045
 Customer Information: CITY OF KILLEEN
 Address: PO BOX 1329
 KILLEEN, TX 76540-1329

Attention: Capt. Richard Bannister
 Phone: 254-368-9160
 Email: rbannister@killeentexas.gov

Prepared By: Kirby Prince

Qty.	Product	Description	Each	Total
44	CVFM/F PSGQ26463-A	LION Turnout V-Force Coat, RT7100(K9-Vented) Armor AP 6.5 oz	\$1,433.09	\$63,055.96
2	CVFM/F PSGQ26463-A	LION V-Force Coat, RT7100(K9-Vented) WHITE NOMEX Add: Cinches @ bottom hem of each side of coat	\$1,395.46	\$2,790.92
44	PVFM/F PSGQ26463-A	LION Turnout V-Force Pant RT7100(K9 Traditional) KHAKI	\$1,120.00	\$49,280.00
2	PVFM/F PSGQ26463-A	LION V-Force Turnout Pant, RT7100(K9- Traditional) BLACK Add: Cinches to each side of waist	\$1,150.00	\$2,300.00
20	LFH8120D-21	LION Legend X Helmet, Black ESS Goggles & Bourkes	\$349.63	\$6,992.60
10	LFH3910E-21	LION Legacy 5 Modern Helmet, 4" Faceshield, Black	\$264.38	\$2,643.80
33	804-6369-XX	Thorogood QR14 Leather Boot, NFPA, 14" Structural	\$311.09	\$10,265.97
100	PAC-II-3P-NB	Majestic Hood, PAC II 3 Ply, Nomex Blend, White	\$38.09	\$3,809.00
70	LPGVCTRY-XX	LION Victory Structural Firefighting Glove	\$82.08	\$5,745.60
1	#86944	LION SOURCEWELL ID #	\$0.00	\$0.00
1	999999	Freight	\$500.00	\$500.00
			Total: \$147,383.85	

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



Contract Verification

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

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

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

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



Signature

BRIAN OAKS

Printed Name

11-9-21

Date

North America Fire Equipment Co Inc

Company Name

Secretary / Treasurer

Title

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 the business entity's place of business.

NORTH AMERICA FIRE EQUIPMENT CO INC
DECATUR, AL United States

Certificate Number:
2021-822011

Date Filed:
11/09/2021

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

KILLEEN FIRE DEPARTMENT

Date Acknowledged:

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

603-20
PPE AND STATION WEAR

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is BRIAN OAKS, and my date of birth is 6-7-1963.

My address is 1515 Moulton St W, Decatur, AL, 35601, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Morgan County, State of Alabama, on the 9th day of Nov., 2021.
(month) (year)

Brian Oaks
Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

RS-21-154

November 30, 2021

PURCHASE OF TURNOUT GEAR

2

- The Killeen Fire Department provides Personal Protective Equipment (PPE) for our firefighters to include coat, trousers, boots, helmets, & gloves
- To comply with NFPA 1851, usable lifespan for each piece of PPE is 5 years of frontline use and an additional 5 years in reserve status.
- KFD plans to replace 20% of PPE inventory each year.
- Conducted a wear test to determine best gear
- Conducted price comparison of selected gear
 - North American Fire Equipment Company offered best pricing through Lion Sourcewell contract #86944

PURCHASE OF TURNOUT GEAR (PPE)

3

- Alternatives:
 - ▣ Defer purchase
 - ▣ Purchase turnout gear that offers the greatest protection for our firefighters at the lowest cost
- Financial Impact
 - ▣ \$147,383.85
 - ▣ Budgeted expense - no additional funding required
- Conforms to City Policy: Lion Sourcewell ID #86944

PURCHASE OF TURNOUT GEAR & FIRE HOSE

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of turnout gear and fire hose from North American Fire Equipment Company through Sourcewell Cooperative Contract, 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

Legislation Details

File #: RS-21-155 **Version:** 1 **Name:** KFD Radio Purchase
Type: Resolution **Status:** Resolutions
File created: 11/8/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: Consider a memorandum/resolution authorizing the purchase of portable and mobile radios, repairs/parts and accessories from Dailey & Wells Communication through the DIR cooperative in an amount not to exceed \$311,061.72.
Sponsors: Fire Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Quotes](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021
TO: Kent Cagle, City Manager
FROM: Jim Kubinski, Fire Chief
SUBJECT: Purchase of Handheld Portable Radios

BACKGROUND AND FINDINGS:

The Killeen Fire Department has created a plan to replace 20% of our equipment inventory annually, to include portable and mobile radios. Killeen Fire Department maintains an inventory of 120 portable handheld radios and 73 mobile (vehicle mounted) radios. The average lifespan of a portable radio is 5 to 7 years and average lifespan of a vehicle mounted mobile radio is 7-10 years. The average age of a KFD portable radio is 5 years old and mobile radio is 5.5 years old. This quote will allow for replacement of 42 portable and 11 mobile radios. The Office of Homeland Security & Emergency Management will be receiving six portable radios and Fire Department will receive 36 portable radios and 10 mobile radios. These radios, parts/accessories, and repairs are readily available from Dailey & Wells Communications DIR state purchasing cooperative contract #DIR-TSO-4010, in an amount of \$311,061.72

THE ALTERNATIVES CONSIDERED:

- 1: Purchase 42 portable and 11 mobile radios, parts/accessories, and allow repairs through Dailey & Wells Communications DIR state purchasing cooperative contract #DIR-TSO-4010
- 2: Not purchase the radios and repairs and continue using equipment that is at the end of its current usable life.

Which alternative is recommended?

Purchase of the portable and mobile radios is recommended for the most efficient use of City resources and the best option for purchasing the quantity and sizes needed to meet departmental operational and safety guidelines.

CONFORMITY TO CITY POLICY:

The City of Killeen is a member of the DIR State purchasing cooperative. The purchase of the radios will be made through the DIR purchasing cooperative on contract number #DIR-TSO-4010. Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

Radios, features, and accessories:	\$289,579.72
Parts and repairs:	\$21,482.00
Total for this PO:	\$311,061.72

Future purchases will be assessed annually based upon specific needs at the time. We intend to follow our plan to replace 20% of our equipment inventory annually.

Is this a one-time or recurring expenditure?

This is a one-time purchase for this budget year. Our future purchase needs will be dictated by the items that are damaged beyond repair.

Is this expenditure budgeted?

Yes, funds are available in the General Fund, Fire Department, accounts 010-7070-442.61-35 and 010-7075-442.61-35 for new radios and account 010-7070-442.42-33 for repairs.

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 purchase of Portable and Mobile Radios, repairs/parts, and accessories in an amount not to exceed \$311,061.72 from Dailey & Wells Communications through the DIR Cooperative Contract #DIR-TSO-4010.

DEPARTMENTAL CLEARANCES:

Purchasing, Finance, Fire

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Certificate of Interested Parties

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To:

City of Killeen Fire Dept
101 N. College St
Killeen, TX 76541
ATTN: Accts. Payable
PH: 254-501-7667
EMAIL: Kbell@killeentexas.gov

Customer PO:

Purchase Contract: DIR-TSO-4010

Shipping Charges Included

SHIP TO:

City of Killeen Fire Dept
201 N. 28th
Killeen, TX 76541
ATTN: M Shane Jones

Sales Person:

Larry Sayles
larry@dwcomm.com
(888) 311-7595 Mobile

Special Pricing Promotion through 15 December 2021

MBP-417553

Quotation: XL-200-BeOn-XL-200M-111021

Quote Number: XL-200P-BeOn-XL-200M-111021

Terms: Net 30

Date: 11/10/2021

Valid Until: 15-Dec-21

XL-200P Portable, BeOn, V-U-7-8, P25 Trunking, C1D2, Hi Vis Grn, Immersible

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale	
1	XL-PPM2P	PORTABLE,XL-200P,PART,PGRN,NRB	28	\$ 2,700.00	31%	\$ 1,863.00	\$ 52,164.00	
2	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	28	\$ 1,500.00	20%	\$ 1,200.00	\$ 33,600.00	
3	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	28	\$ 110.00	20%	\$ 88.00	\$ 2,464.00	
4	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	28	\$ 240.00	20%	\$ 192.00	\$ 5,376.00	
5	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1	28	\$ 260.00	20%	\$ 208.00	\$ 5,824.00	
6	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	28	\$ 1,500.00	20%	\$ 1,200.00	\$ 33,600.00	
7	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	28	\$ 250.00	20%	\$ 200.00	\$ 5,600.00	
8	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	28	\$ 0.01	0%	\$ 0.01	\$ 0.28	
9	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	28	\$ 0.01	0%	\$ 0.01	\$ 0.28	
10	XL-PL8Y	FEATURE, ENCRYPTION LITE	28	\$ 0.01	0%	\$ 0.01	\$ 0.28	
11	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	28	\$ 335.00	20%	\$ 268.00	\$ 7,504.00	
12	XL-CH4X	CHARGER,1-BAY	28	\$ 170.00	30%	\$ 119.00	\$ 3,332.00	
13	XL-PA4M	BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2 (SPARE)	28	\$ 205.00	30%	\$ 143.50	\$ 4,018.00	
14	XL-HC3L	BELT CLIP,METAL	28	\$ 30.00	30%	\$ 21.00	\$ 588.00	
15	XL-AE2W	SPEAKER MIC, 500F, XL-200P	28	\$ 399.00	30%	\$ 279.30	\$ 7,820.40	
Shipping and Handling							\$	125.00
Section Total							\$	162,016.24

XL-200P Portable, BeOn, V-U-7-8, P25 Trunking, C1D2, Hi Vis Grn, Immersible

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PPM2P	PORTABLE,XL-200P,PART,PGRN,NRB	14	\$ 2,700.00	100%	\$ -	\$ -
2	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	14	\$ 1,500.00	20%	\$ 1,200.00	\$ 16,800.00
3	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	14	\$ 110.00	20%	\$ 88.00	\$ 1,232.00
4	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	14	\$ 240.00	20%	\$ 192.00	\$ 2,688.00
5	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1	14	\$ 260.00	20%	\$ 208.00	\$ 2,912.00
6	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	14	\$ 1,500.00	20%	\$ 1,200.00	\$ 16,800.00
7	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	14	\$ 250.00	20%	\$ 200.00	\$ 2,800.00
8	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	14	\$ 0.01	0%	\$ 0.01	\$ 0.14
9	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	14	\$ 0.01	0%	\$ 0.01	\$ 0.14
10	XL-PL8Y	FEATURE, ENCRYPTION LITE	14	\$ 0.01	0%	\$ 0.01	\$ 0.14
11	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	14	\$ 335.00	20%	\$ 268.00	\$ 3,752.00
12	XL-CH4X	CHARGER,1-BAY	14	\$ 170.00	30%	\$ 119.00	\$ 1,666.00
13	XL-PA4M	BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2 (SPARE)	14	\$ 205.00	30%	\$ 143.50	\$ 2,009.00
14	XL-HC3L	BELT CLIP,METAL	14	\$ 30.00	30%	\$ 21.00	\$ 294.00
15	XL-AE2W	SPEAKER MIC, 500F, XL-200P	14	\$ 399.00	30%	\$ 279.30	\$ 3,910.20
Shipping and Handling							\$ 75.00
Section Total							\$ 54,938.62

XL-200M- Multiband Mobile

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	11	\$ 3,500.00	31%	\$ 2,415.00	\$ 26,565.00
2	XZ-PL4J	FEATURE, VHF BAND	11	\$ 500.00	20%	\$ 400.00	\$ 4,400.00
3	XZ-PL4K	FEATURE, UHF BAND	11	\$ 500.00	20%	\$ 400.00	\$ 4,400.00
4	XZ-PL4L	FEATURE, 700/800 MHZ BAND	11	\$ 500.00	20%	\$ 400.00	\$ 4,400.00
5	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	11	\$ 80.00	21%	\$ 63.20	\$ 695.20
6	XZ-AN7G	ANTENNA, FLEX,HEAVY-DUTY	11	\$ 250.00	21%	\$ 197.50	\$ 2,172.50
7	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	11	\$ 1,500.00	20%	\$ 1,200.00	\$ 13,200.00
8	XZ-PL4U	FEATURE,XL200M SINGLE-KEY DES	11	\$ 0.01	0%	\$ 0.01	\$ 0.11
9	XZ-PL9E	FEATURE,XL200M SINGLE-KEY AES	11	\$ 0.01	0%	\$ 0.01	\$ 0.11
10	XZ-PL4F	FEATURE, PHASE 2 TDMA	11	\$ 250.00	20%	\$ 200.00	\$ 2,200.00
11	XZ-CP6A	CONTROL UNIT, XL-CH	11	\$ 1,500.00	27%	\$ 1,095.00	\$ 12,045.00
12	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	11	\$ 105.00	27%	\$ 76.65	\$ 843.15
13	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	11	\$ 60.00	27%	\$ 43.80	\$ 481.80
14	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	11	\$ 222.00	27%	\$ 162.06	\$ 1,782.66
15	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	11	\$ 600.00	27%	\$ 438.00	\$ 4,818.00
16		Shipping and Handling					\$ 190.00
Section Total							\$ 78,193.53

SUB TOTAL \$ 295,148.39

End of year special	\$	(5,568.67)
Grand Total	\$	289,579.72

Purchase Orders to be issued to:

Dailey & Wells Communications Inc

3440 E. Houston St.

San Antonio, TX 78219

Purchase orders must include the following references:

*Quotation Name

*Contract Number and/or name

* Frequencies must be supplied (if applicable)

*Requested delivery date

*Shipping will default to Bestway, 5 day ground, unless other wise specified

*Bill and Ship to address must be included

*Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.

*Non standard packing will be billed to customer

*This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

*These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

*TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To:

City of Killeen Fire Dept
101 N. College St

Killeen, TX 76541

ATTN: Accts. Payable

PH: 254-501-7667

EMAIL: Kbell@killeentexas.gov

Customer PO: Banket PO for FY2021-2022

Purchase Contract: DIR-TSO-4010

SHIP TO:

City of Killeen Fire Dept
201 N. 28th

Killeen, TX 76541

ATTN: M Shane Jones

Sales Person:

Larry Sayles

larry@dwcomm.com

(888) 311-7595 Mobile

Quotation: KFD-Parts and Repairs-111621

Quote Number: KFD-Parts and Repairs-111621

Terms: Net 30

Date: 11/16/2021

Valid Until: 60 Day from the above date.

Parts/Accessories and Repairs for FY 2021-2022

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	DWC-SERV	Service Repairs Estimate for FY 2021-2022	1	\$ 12,787.00	0%	\$ 12,787.00	\$ 12,787.00
2	DWC-BATT	Spare Battery Estimates for FY 2021-2022	1	\$ 8,695.00	0%	\$ 8,695.00	\$ 8,695.00
TOTAL							\$ 21,482.00

NOTE:

Purchase Orders to be issued to:

Dailey & Wells Communications Inc

3440 E. Houston St.

San Antonio, TX 78219

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*Quotation Name

*Contract Number and/or name

*Frequencies must be supplied (if applicable)

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*TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.



Contract Verification

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

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

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

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

Jim Sawyer
Signature

Dailey Wells Communications, Inc
Company Name

Jim Sawyer
Printed Name

Director of Sales
Title

11/10/2021
Date

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**

Certificate Number:
2021-823639

Date Filed:
11/15/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dailey Wells Communications, Inc
San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
DIR-TSO-4010
Two-Way Radio Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wells, Richard	San Antonio, TX United States	X	
	Wells, JoAnn	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jim Sawyer, and my date of birth is 12/10/1955.

My address is 3440 E. Houston St., San Antonio, TX, 78219, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 15 day of November, 2021.
(month) (year)

Jim Sawyer
Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF RADIOS FOR OHSEM AND FIRE OPERATIONS

RS-21-155

November 30, 2021

PURCHASE OF RADIOS FOR OHSEM AND FIRE OPERATIONS

2

- Killeen Fire Department maintains an inventory of 120 portable handheld radios and 73 mobile (vehicle mounted) radios.
 - ▣ 8 portable radios are in need of significant repairs
 - ▣ 4 portable radios are non-repairable and need replacement
- Average life of a portable radio is 5-7 years. Average life of a mobile(vehicle mounted) radio is 7-10 years.
- Average age of a KFD portable radio is 5 years old.
- Average age of a KFD mobile radio is 5.5 years old.
- KFD plan is to replace 20% of our radio inventory annually.
 - ▣ This would be the first year of the annual 20% plan replacement.

PURCHASE OF RADIOS FOR OHSEM AND FIRE OPERATIONS

3

- OHSEM will purchase 6 portable radios in FY22
- Fire Department will purchase 36 portable radios and 11 mobile radios in FY22.
- Additional items include lapel microphones, leather protective radio pouches, carrying straps, hardware, & one-time software purchase.

PURCHASE OF RADIOS FOR OHSEM AND FIRE OPERATIONS

4

- The estimated cost of parts and repairs for existing radios in FY22 is \$21,482.00
- The cost of new purchased radios for FY22 is \$289,579.72
 - ▣ 42 handheld portable radios
 - ▣ 10 mobile (vehicle mounted) radios
 - ▣ Additional features & accessories (carry case, strap, lapel microphone, software)
- Total Purchase Order Request: \$318,061.72
- Purchase to be made through Dailey & Wells Communications HGAC contract #RA05-21

PURCHASE OF RADIOS FOR OHSEM AND FIRE OPERATIONS

5

- Alternatives:
 - ▣ Purchase 42 handheld radios, 11 mobile radios, replacement parts, and labor for repairs.
 - ▣ Not purchase radios and replacement parts / labor for repairs and continue using existing equipment at, or near, the end of its' usable life.
- Financial Impact
 - ▣ \$311,061.72 - Budgeted expense for FY22
- Purchase conforms to City Policy
 - ▣ Dailey & Wells Communications HGAC Cooperative Contract #RA05-21

PURCHASE OF RADIOS FOR OHSEM AND FIRE OPERATIONS

6

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of portable/mobile radios, additional features/accessories, additional parts, and associated repairs through Dailey & Wells Communications Cooperative Contract, 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

Legislation Details

File #: RS-21-156 **Version:** 1 **Name:** Willow Springs Street Reconstruction-Design
Type: Resolution **Status:** Resolutions
File created: 10/27/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**

Title: Consider a memorandum/resolution authorizing a professional services agreement with K Friese & Associates, Inc. (KFA) for the design of the Willowsprings and Watercrest Road Reconstruction Project in the amount of \$1,902,976.86.

Sponsors: Development Services, Finance Department, City Attorney Department

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Proposal](#)
[Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021

TO: Kent Cagle, City Manager

FROM: Andrew Zagars, City Engineer

SUBJECT: Authorize the execution of a Professional Services Agreement with K Friese & Associates, Inc. (KFA), in the amount of \$1,902,976.86 for the Complete Design of the Willow Springs and Watercrest Road Reconstruction Project

BACKGROUND AND FINDINGS:

The FY 2022 Capital Improvement Plan includes eight projects in the Transportation Street Reconstruction Priority List as a result of the pavement management program. The City has determined that current damages to the existing roadways are estimated at \$120 million. Pavement analysis has determined that full replacement of Willow Springs Road from Trenton Avenue to Westwood Drive, a distance of approximately 4,600 feet, and Watercrest Road from Willow Springs Road to Clear Creek Road, a distance of approximately 11,290 feet, are necessary.

City staff performed consultant interviews for the design of the first three projects on the Transportation Street Reconstruction Priority List. The interview panel selected K Friese & Associates, Inc. (KFA), for the design contract for Willow Springs and Watercrest. City staff has negotiated a professional services agreement (PSA) with K Friese & Associates, Inc. (KFA), for the complete design for Willow Springs Road Reconstruction Project in the amount of \$1,902,976.86. This includes final design and contract administration for this project.

The design will include reviewing the current roadway configuration for possible roadway dieting, landscaping and medians; pedestrian improvements to the adjacent neighborhoods and schools; and traffic analysis in key intersections to determine the need for intersection improvements.

THE ALTERNATIVES CONSIDERED:

- (1) Delay the design and construction of Willow Springs and Watercrest Road Reconstruction Project.
- (2) Reject K Friese & Associates' (KFA) proposal and begin negotiations with another design firm.
- (3) Authorize a Professional Services Agreement with K Friese & Associates for the complete design of Willow Springs and Watercrest Road Reconstruction Project.

Which alternative is recommended? Why?

Staff recommends alternative 3, which is to authorize the City Manager to execute a Professional Services Agreement with K Friese & Associates, Inc. (KFA). K Friese & Associates has extensive experience required for this project that includes pavement design for roadway replacement, traffic analysis, drainage analysis and transportation planning. City staff has interviewed five consultants and determined that K Friese & Associates, Inc. (KFA) best meets the needs for this project. K Friese & Associates has submitted a fair and reasonable proposal for their engineering services.

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 not to exceed \$1,902,976.86.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted? Yes

Funding for this project is available in account 328-8934-493.69-01.

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 K Friese & Associates, Inc. (KFA) in the amount of \$1,902,976.86 for the complete design of the Willow Springs and Watercrest Road Reconstruction Project, 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
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Proposal

Contract

Certificate of Interested Parties

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

WORK SUMMARY

K Friese + Associates, Inc. (KFA) will provide the necessary engineering and technical services for the development of plans, specifications, and estimates (PS&E) for the reconstruction of Watercrest Road from Willow Springs Road to Clear Creek Road, a distance of approximately 11,290 feet. KFA will provide the necessary engineering and technical services for the development of the project as described in the Phase I and Phase II tasks. KFA will also provide construction phase services as described in the Phase III tasks. The plans will include reconstruction of the roadway within the existing right of way (ROW) wherever possible. A limited amount of ROW acquisition will be considered. The design will include five-foot wide sidewalks on the south side of Watercrest Road and pedestrian ramps at all intersections.

KFA will perform design services related to the design and plan production for this project in accordance with the latest available City of Killeen requirements, Standard Details and Specifications. Special details and specifications will be developed for the project when necessary.

KFA shall include the tasks and deliverables more fully described in the following task descriptions.

PROJECT DESIGN CRITERIA

All engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas.

The design standards to be used will include but not be limited to the versions of the following manuals at the time of contract execution: TxDOT Roadway Design Manual, TxDOT Hydraulic Design Manual, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, Texas Pollutant Discharge Elimination System (TPDES) Guidelines, required applicable state and federal guidelines or standards. Impacts due to updates to any manuals during design will be discussed with the City and will require a Supplemental Agreement.

Project specifications will be developed using the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

PROJECT MANAGEMENT (TIME & MATERIALS TASKS)

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

1. Overall Project Management – KFA will conduct internal meetings, schedule work, and coordinate on an ongoing basis with the City and project team. This task includes coordinating with subconsultants on field work, work products, and deliverables. This task also includes monthly invoicing and progress reports, monthly meetings with the City, and monthly updates to the project schedule.
2. City of Killeen Meetings – Meetings will be conducted with the City as shown in the project schedule and after each submittal to discuss the City’s comments. Four (4) virtual meetings have been assumed prior to the 30% submittal to review the Traffic Study and pavement recommendations and one in-person meeting following each of the 30%, 60%, and 90% PS&E submittals (seven (7) total meetings). Time is included in this task for meeting preparation and documentation of the meetings. Agendas will be distributed 24-hours in advance of each meeting and minutes will be distributed within 3 business days following each meeting.
3. City Council Updates – City staff will update City Council on the progress of the project. KFA will assist with the preparation of exhibits. Ten (10) exhibits are included for budgeting purposes.

PHASE I – PRELIMINARY PLANS (TIME & MATERIALS TASKS)

1. **Design Survey & ROW Mapping** – Surveying and Mapping, LLC (SAM) will provide topographic and ROW Mapping services from IH 14 to Westwood Drive. It is anticipated that ROW encroachments exist. Any ROW plats and legal descriptions for the purpose of ROW acquisition are not included and will be addressed by Supplemental Agreement.
 - a. Project Control - SAM shall establish horizontal & vertical control including a minimum of 6 points within the survey project limits along the existing corridor. The survey control points (5/8” iron rods with aluminum caps set in concrete) will be set in locations that will likely be undisturbed by construction or maintenance. SAM shall establish 46 mobile LiDAR targets for use in data acquisition and tie to the project control. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the Client. Elevations will be derived from GPS observations using Geoid 2012B model. SAM shall prepare 11”x17” survey control sheets, signed & sealed by an RPLS.
 - b. Right of Entry Coordination - SAM shall attempt to obtain right of entry (ROE) for up to ten (10) affected properties including preparing a ROE spreadsheet with ownership information and mailing out ROE letters to the property owners for the purposes of completing the design survey. SAM anticipates that the City of Killeen will facilitate the resolution of any refusals to grant ROE and/or communication with landowners who are

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with landowners while performing the work. Gaining ROE from all landowners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

- c. Topographic Survey - SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping, roadway signs including text/symbol, top and bottom of drainage ditches, storm sewer sizes and flowline (invert) elevations, sidewalk, fences (with types), guardrails, mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities, and visible evidence of underground utilities only. Survey data will extend for 50' along all side streets. SAM will locate all pavement boring (estimated at twelve (12)). SAM shall utilize mobile LiDAR for data collection and will supplement with ground survey as needed.
- d. Cross Sections - SAM shall collect cross section data for three (3) natural channels adjacent to the project corridor. The cross sections shall be collected at each ROW line and one 200' up and downstream for a total of 4 sections at each crossing.
- e. Tree Survey - SAM shall locate all trees greater than 4 inches in diameter and identify their species within the proposed project limits. Trees will be used for 2D location purposes only and will not be included in the overall 3D DTM.

Survey Project Deliverables

- 2D Planimetric & 3D DTM (Microstation V8i)
- TIN file
- 1-Foot Contour map in Microstation V8i DGN format
- PDF Field Book Copies
- ASCII file of points
- 11"x17" survey control sheets, signed & sealed by an RPLS (PDF format)
- 2D file depicting the results of the tree survey (Microstation V8i)
- Tree List (Excel Format)

- f. Right of Way Survey

Records Research and Deed Study: Upon notice to proceed, SAM will conduct research in the Bell County Appraisal District offices to confirm property ownership for the properties along the project corridor. Concurrently, copies of the current deeds and any plats for all subject

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

properties will be obtained from the County Clerks' records. No additional research shall be conducted as part of this scope of services.

Field Surveys: SAM will recover monuments marking the existing ROW lines (if any) and the front corners of the properties and will tie to the project control.

Boundary Analysis: Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the approximate side property lines of each of the subject properties will be determined by SAM.

The ROW survey shall delineate the limits of the existing ROW and depict approximate side property lines with current ownership according to the Bell County Appraisal District. The side property lines depicted will be approximate and will be based solely upon front property corners and record information from existing subdivision plats.

- SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing right of way within the project limits will be labeled with the owner's name and deed recordation information.

ROW Survey Project Deliverables

- 2D ROW Base Map (Microstation V8i)
- Reference Deeds and Plats (PDF Format)
- PDF Field Book copies
- ASCII file of points

Supplemental ROW Mapping As Needed (Up to 10 Parcels)

Records Research and Deed Study: Upon notice to proceed, SAM will conduct research in the Bell County Appraisal District offices to confirm property ownership for the up to 10 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. No additional research shall be conducted as part of this scope of services.

Field Surveys: SAM will recover the corner or angle point monuments nearest to the proposed ROW on the side line of each of the subject properties and these corners will be tied to the project control after ROE has been granted.

Boundary Analysis: Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by SAM.

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

Preparation of Documents: Documents will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW. Final ROW documents shall be submitted at a later date once review comments have been received from the City.

- Utilizing the boundary surveys performed by SAM and the proposed ROW line location provided by the Client, SAM will compute the boundaries of the ROW parcels for each of the subject properties.
- SAM will draft plats for the 10 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
- SAM will prepare a field note (metes and bounds) description for each of the 10 parcels. A closure computation will be prepared for each of the descriptions.
- To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to ROW plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
- All of the above described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all ROW survey documents, SAM will make necessary corrections. The final ROW documents will then be delivered to the Client.

Monumentation: 5/8-inch iron rod with "SAM" plastic caps will be set at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way line (up to 30 total).

2. **Subsurface Utility Engineering (SUE)** – Surveying and Mapping, LLC (SAM) SUE services will include QL"D" through QL"B" SUE to support the design of Willow Springs Road in Killeen, Texas. The limits of the SUE investigation are from Trenton Avenue to Westwood Drive. SAM will attempt to designate the following utilities within this area: potable water, reclaimed water, natural gas and crude product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, and wastewater. Additionally, SAM will complete an inventory of overhead utilities. Irrigation lines, utility service lines, and storm drain lines are excluded from this scope of work. Existing utility layouts will be prepared on 11"x17" sheets and CADD linework will be referenced into applicable design plans.

SAM Procedures

Quality Service Level D (QL-D) – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

suppliers within the area of investigation. These utilities could include electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems.

- SAM will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, Texas One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an “unknown” utility as required by ASCE CI 38-02.

Quality Service Level C (QL-C) – SAM survey crew will provide this service consisting of field surveying to obtain accurate horizontal position of visible utility surface features associated with the underground utility systems located within the project limits.

Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities) – Designating is to indicate, by marking with paint, the presence, and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide QL-B within the project limits as previously stated.
- Provide all equipment, personnel, and supplies required for performing toning services. SAM shall determine which equipment, personnel, and supplies are required to perform these toning services.
- Designate the existing underground utilities, which may consist of water, wastewater, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground to be surveyed.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information.

ASSUMPTIONS

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

EXHIBIT A
SCOPE OF SERVICES
WATERCREST ROAD RECONSTRUCTION

- In the event that access to or through adjoining property is required to complete this scope, The City of Killeen will coordinate and arrange access.
- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities, rail lines or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. The use of any information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.
- Non-metallic piping, inactive electric and/or communication lines may or may not be found by electromagnetic, sonic or acoustical designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.
- If able, the Client will provide a DGN or DWG electronic file of recent 2D planimetric mapping showing the existing right-of-way and/or easements, etc. and/or limits of the subsurface utility information to be collected. This file will be used as background information and as part of our deliverables to the Client for this project.
- If able, The Client will provide SAM with any available utility records and associated profile drawings as well as all available historic imagery and drawings associated with the sites to be investigated.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours. It is assumed that the project area will be accessible for a minimum of 10 hours per day, five days a week, with limited interruptions.
- SAM assumes that we will have access to all utility related structures within and immediately adjacent to the work area.
- SAM cannot guarantee that a utility will be found at Quality Level D test hole locations. Reliable EM and Radio signals cannot always be produced in the field on QL-D utility information. If a utility is not discovered, SAM will depict the utility as QL-D on the deliverable with an approximate horizontal location based on record information.
- SAM will be notified, prior to coming to Project of any special requirements for access and the performance of the work.
- It is assumed that traffic control setups will be required during the QL-B portion of the work.

Additional Services

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Any Additional Services require written authorization prior to the start of work. This proposal **does not include** any QL-A test hole work. However, if test holes are needed, SAM will submit a separate scope and fee for this portion of the work.

QL "A" – Locating

SAM will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, SAM will follow the QL "B" – *Designating* procedures described above to layout each test hole location. Once each utility is located vertically, SAM will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. SAM assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

SAM will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flag persons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, SAM will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 10 feet, is considered beyond the scope of this proposal.

Below are some general assumptions in regard to performance of QL-A test hole activities:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Killeen will be required. SAM will obtain all required City of Killeen permits and ensure that coordination and compliance with the City of Killeen is provided. It is assumed any required permits will be provided at no cost to SAM.
- Designed traffic control plans will not be required. It is assumed that Texas Department of Transportation standard traffic control details will be utilized.
- Non-routine traffic control measures will be required. SAM will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
- The coring of pavement will not be required.
- SUE will be provided from ROW to ROW on Willow Springs Road.

3. **Develop preliminary design** - Upon approval from the City, KFA will prepare preliminary plans of sufficient detail to conform direction for the project footprint displaying the number of lanes, sidewalk locations and width, proposed ROW locations, and all necessary easements. KFA will produce the following documents representing a preliminary level of design:

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- a. Design Summary Report (DSR) – KFA will prepare a Design Summary Report in TxDOT or other City preferred format documenting all design criteria for the project.
- b. Roll Plots – KFA will prepare two (2) roll plots reflecting a preliminary level of design. One roll plot will include:
 - Horizontal Alignment
 - Vertical Profile
 - Top of curb profiles
 - Sidewalks
 - Existing property lines and Proposed ROW
 - Locations of major drainage crossings and outfalls
 - Drainage trunk lines
 - Roadway Typical Sections

The second roll plot will show a preliminary sequence of construction to determine the required number of phases.

- c. Drainage Technical Memorandum – KFA will prepare a drainage memorandum to summarize the general drainage requirements for the project. KFA will use Atlas 14 rainfall data to prepare the drainage design. The memorandum will summarize:
 - Existing and proposed drainage flows
 - Required storm sewer trunk lines and sizes for the proposed condition
 - Required structures for drainage crossings (2 crossings; 1 Zone AE w/Floodway)

4. **Geotechnical Services** – Raba Kistner, Inc. (RKI) will perform geotechnical services for the roadway that will require pavement design recommendations. This task includes drilling twelve (12) pavement borings (approximately 1000 ft spacing) to 15 ft below existing ground surface, except for the boring located near the potential future pedestrian crossing which will extend to 25 ft below existing ground surface in the event new traffic signals are considered. Dynamic Cone Penetrometer (DCP) tests will be performed adjacent to each boring location and extend to a maximum depth of 24 in. below existing ground surface. RKI will perform the following:

- Develop soil boring layout for approval from KFA prior to mobilization.
- Perform a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs, plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, general earthwork recommendations, swell potential evaluations, pavement thickness design alternatives with subgrade stabilization, and PVR calculations.

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- Stake borings in the field utilizing tape and right angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment); perform laboratory testing to characterize soils and provide pavement design recommendations for the proposed re-alignment. Upon completion, the boreholes will surveyed and included in the project design topo.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, sulfate testing, particle size analysis tests, visual classification, dry density, Triaxial Compression of Disturbed Soil (Tex-117-E), and Lime Series (Tex-121-E Part III).
- Prepare (3) pavement design options. All pavement design analyses will be performed with TxDOT software FPS-21, unless otherwise approved by the City.
- RKI will prepare a Draft Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing.

RKI has also assumed that the borings can be drilled during the day, right-of-entry is provided, no site work is needed to access the boring locations, and that all boring locations will be accessible to a truck-mounted drill rig.

5. Environmental – No environmental tasks are included in the Scope of Work.

PHASE II – PS&E DESIGN & BID PHASE (TIME & MATERIALS TASKS)

1. **Construction Plans** – KFA will produce the following sheets (11" x 17" Full-Size) as appropriate for the selected interim two-lane roadway design. QA/QC is included in each sheet task. KFA will submit PS&E progress submittals at the 30%, 60%, 90%, and Final phases of design. The anticipated plan sheets are summarized below. Each submittal will consist of the following:

30% Submittal:

- Two (2) paper copies and electronic (pdf) of the 30% plans
- Responses to Phase I review comments
- Opinion of Probable Construction Cost
- Updated Project Design Schedule
- Draft ROW parcel documents
- Design exception request documentation

60% Submittal:

- Two (2) paper copies and electronic (pdf) of the 60% plans
- Responses to 30% review comments

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- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Updated Project Design Schedule
- Draft ROW parcel documents
- Design exception request documentation

90% Submittal:

- Two (2) paper copies and electronic (pdf) of the 90% plans
- Responses to 60% review comments
- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Updated Project Design Schedule
- Draft Project Manual
- Draft SWPPP
- Updated design exception request documentation

Final Submittal:

- Two (2) original signed and sealed paper copies and electronic (pdf) of the Final Construction plans
- Two (2) original Project Manuals and Bid Documents and electronic (pdf) for advertisement and letting
- Responses to 90% review comments
- Final Opinion of Probable Construction Cost
- Final Construction Schedule
- Final Project Design Schedule
- Final SWPPP (2 originals)
- Final design exception request documentation

a. MISCELLANEOUS PLANS

- i. TITLE SHEET (1 Sheet)
- ii. INDEX OF SHEETS (1 Sheet)
- iii. QUANTITY/SUMMARY SHEETS (6 Sheets) –
 - Roadway Quantities
 - Summary of Drainage and Erosion Controls
 - Summary of Pavement Markings and Traffic Controls
 - Summary of Small Signs
 - Summary of Traffic Signals
- iv. GENERAL NOTES (6 Sheets)
- v. HORIZONTAL ALIGNMENT DATA (1 Sheet)
- vi. SURVEY CONTROL (2 Sheets)
- vii. UTILITY LAYOUT SHEETS (10 Sheets)
- viii. TYPICAL SECTIONS (4 Sheets) – Existing and proposed typical sections containing:
 - Width of travel lanes and directional arrows
 - Curbs-and-gutters

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- Curb offsets
 - Border width
 - ROW Width
 - Centerline
 - Profile Grade Line
 - Pavement structure (detailed layers based on Geotechnical Report)
 - Side slopes and front slopes as needed
 - Sodding/seeding limits
 - Station limits
 - Sidewalks
- ix. PROJECT LAYOUT SHEET (1 Sheet) – 1"=500' to clearly indicate the limits of the entire project
- x. ROADWAY REMOVAL SHEETS (10 Sheets) – At 1"=50' double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions

b. ROADWAY PLANS & GEOMETRY

- i. ROADWAY PLAN AND PROFILE SHEETS (20 Sheets) – 1"=50' H and 1"=10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the project.
- ii. INTERSECTION LAYOUT SHEETS (9 Sheets) – 1"=30' scale with spot elevations and proposed grading for the intersections.

The following intersections will be developed, one per sheet:

- Watercrest Rd at Roadrunner Dr and at Windsor Circle (combined single layout due to proximity)
- Watercrest Rd at Robinett Rd

The following intersections will be combined, two per sheet:

- Watercrest Rd at Quail Circle and at Wales Dr
- Watercrest Rd at Westway Dr and at Prestige Loop (E)
- Watercrest Rd at Prestige Loop (W) and at Cody Poe Rd
- Watercrest Rd at Waterfall Dr and at Lakeridge Dr
- Watercrest Rd at Lakecrest Dr and at Roberts Rd
- Watercrest Rd at Windfield Dr and at Fox Glove Lane
- Watercrest Rd at Bachelor Button Blvd and at Foley Dr

The intersections of Watercrest Rd at Willow Springs Rd and at S. Clear Creek Rd (SH 201) are outside the limits of this project.

- iii. DRIVEWAY DETAIL SHEET (1 Sheet)

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- An estimated thirteen (13) driveways will be dimensioned in a table.
- The table and associated detail layout will include the driveway material, width, length, radii, and slope(s).
- Driveways will be designed to accommodate sidewalks and be compliant with ADA requirements.

c. GRADING AND DETAILS

- CROSS-SECTIONS – (96 Sheets) KFA will complete design cross-sections at 50-foot station intervals and other locations as necessary for the determination of cut and fill quantities and to further refine the design vertical geometry. Cross Sections will be developed at each driveway.
- ROADWAY DETAILS (6 Sheets) – KFA will include miscellaneous detail sheets for the project using applicable standard City of Killeen or TxDOT details. KFA will prepare any required revisions to applicable standards necessary for the project.

d. DRAINAGE PLANS – KFA will obtain current hydrologic and hydraulic as-built drawings, models, 1-foot LiDAR data, and associated data from the responsible government agencies. The hydrologic and hydraulic analyses will be based on the City of Killeen’s criteria including the use of the latest Atlas-14 rainfall data.

- i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS (4 Sheets)
- ii. ONSITE DRAINAGE AREA MAPS (20 Sheets)
- iii. DRAINAGE HYDROGLOGIC AND HYDRAULIC CALCULATIONS (8 Sheets)
- iv. CULVERT LAYOUTS (2 Sheets)
- v. STORM SEWER PLAN & PROFILE SHEETS (1”=50’ H and 1”=10’ V, 20 Sheets)(assumed from new Storm Sewer from Clear Creek Rd to Willow Springs Dr)
- vi. STORM SEWER HYDRAULIC CALCULATIONS (8 Sheets)
- vii. DRAINAGE DETAIL SHEETS (4 Sheets)
- viii. DRAINAGE STANDARDS (10 Sheets)

e. TRAFFIC CONTROL PLANS

- i. TRAFFIC CONTROL PLAN NARRATIVE SHEET (1 Sheet)
- ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS (40 Sheets)
- iii. TRAFFIC CONTROL PLAN STANDARDS (15 Sheets)

f. SIGNING AND PAVEMENT MARKING

- i. SIGNING AND PAVEMENT MARKING LAYOUTS (20 Sheets)

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- ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS (6 Sheets)

- g. EROSION CONTROL SHEETS

- i. STORMWATER POLLUTION PREVENTION PLAN (1 Sheet)
- ii. EROSION CONTROL PLAN SHEETS (10 Sheets)
- iii. EROSION CONTROL STANDARD SHEETS (6 Sheets)

Additional Services

- a. HAWK SIGNAL PLANS (if requested by the City)
 - i. GENERAL NOTES (Up to 4 Sheets)
 - ii. SUMMARY OF QUANTITIES (1 Sheet)
 - iii. CONDITION DIAGRAM SHEET (1 Sheet)
 - iv. HAWK SIGNAL PLAN SHEET – WATERCREST DR (1 Sheet)
 - v. HAWK SIGNAL DETAIL SHEETS (Up to 19 Sheets)
2. **Opinion of Probable Construction Cost** – KFA will prepare and submit an engineer’s opinion of probable construction cost utilizing calculated quantities, City of Killeen and TxDOT Waco District Average unit prices in Microsoft Excel and pdf format at the 30%, 60%, 90%, and Final submittals to the City.
3. **Construction Schedule** – KFA will prepare and submit a construction schedule utilizing the Critical Path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available project rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days. Updated construction schedules will be submitted at the 30%, 60%, 90%, and Final submittals. Schedules will be submitted in Microsoft Project and PDF formats.
4. **Contract Documents** – KFA will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions, and any other information required for complete construction of the Project. The CITY will provide the front-end documents for use by KFA. Documents will be provided in PDF format with the Table of contents linked to the document text and some forms will be made fillable.
5. **Permitting** - For purposes of this proposal, it is assumed that the final roadway and utility design will require the following permits:
- a. TCEQ NPDES – A Contractor and Owner NOI will be prepared in conjunction with the SWPPP plans. The SWPPP will be provided to the Contractor awarded the project.

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- b. TDLR (TAS) Review – KFA will prepare and submit the required documentation for a review and approval of the pedestrian facilities in accordance with TDLR/TAS regulations.
6. **Utility Coordination** – RKI will perform limited UC services for this project to assist the City in facilitating the accommodation of existing utilities. RKI's coordination scope will be limited to the following activities on the project:
 - a. Schedule and hold a Utility Kick off meeting with all utility owners (UOs), the City and any other stakeholders with interest in the project. RKI, with the approval of the City, will provide the invite, agenda, exhibits, run the meeting, and submit meeting minutes with an attendance list. It is assumed that utility contact information will be provided by the City and/or the GEC.
 - b. Utility Conflict Matrix – RKI will provide a Utility Tracking Report (matrix) at the 30%, 60%, 90%, and 100% submittals. The Utility Tracking Report will include the following information as applicable:
 - Owner of the facility, including the facility address and name and telephone number of the contact person at the facility;
 - Location of conflict, identified by station and offset;
 - Type of facility
 - Effect on construction;
 - Type of adjustment required;
 - Critical path item? Yes or no;
 - Consideration of shared duct bank.
7. **Bid & Award** – KFA will assist the City of Killeen with contract administration during the bid phase of the project.
 - a. Bid Solicitation – KFA will coordinate with the City of Killeen to publish the Invitation for Bid and bidding documents on Civcast.
 - b. Pre-Bid Conference – KFA will attend the pre-bid conference, document any questions and responses provided at the meeting, and issue a follow-up addendum if necessary.
 - c. Addenda Preparation – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance. One (1) addendum has been assumed for budgeting purposes.
 - d. Bid Opening and Review – KFA will attend the public bid opening, tabulate the bids, and perform a review of the bid tabulation and Contractor's qualifications. KFA will issue a Recommendation for Award based on the lowest responsive bidder within five (5) business days.
 - e. Contract Award – Following award of the Contract by the City, KFA will assemble the necessary Contract Documents and coordinate with the Contractor and City for execution.
 - f. Conforming Documents – Addenda items will be incorporated into a set of "conformed" documents. We have included one (1) set of conformed documents to be issued for construction.

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PHASE III – CONSTRUCTION PHASE SERVICES (TIME & MATERIALS TASKS)

1. Construction Phase Services – KFA will assist the City of Killeen with contract administration during the construction phase of the project. We understand the City of Killeen will provide required construction inspection services and have assumed that the construction duration will be approximately twenty (20) months. KFA’s services will include:
 - a. Pre-Construction Conference – KFA will attend a pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes.
 - b. Progress Meetings and Site Visits – KFA will attend monthly construction meetings with the City, Contractor, and other parties as appropriate, including preparing the meeting minutes. KFA will visit the site and conduct construction meetings approximately once a month and as needed when construction is in progress to verify that the work is generally in conformance with the plans and specifications. For budgeting purposes, we have assumed twenty-six (26) meetings/site visits.
 - c. Submittal Review – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes, we have assumed twenty (20) submittal reviews.
 - d. Requests for Information (RFIs) – KFA will provide answers to requests for information (RFI’s) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Ten (10) RFI’s have been assumed.
 - e. Preparation of Change Orders. KFA will provide answers, sheet revisions, and revisions to anticipated construction costs for Change Order requests from the City. Four (4) change orders (not due to errors & omissions) have been assumed.
 - f. Contract Close-out. KFA will attend a final project walk-thru, document “punch list items”, and issue an Engineer’s Concurrence for Project Acceptance letter. KFA will also notify TCEQ and other jurisdictional agencies of project completion.
 - g. Record Drawings. KFA will use the Contractor’s redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Killeen with one set of reproducible record drawings and provide one set of record drawings in .pdf format.

Additional Services

Items a-d and g above as they relate to the HAWK signal.

ASSUMPTIONS MADE FOR THIS PROPOSAL

1. Environmental Services are not included in this scope.

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2. Traffic Study, Traffic Signal Warrants and design are not included in this scope.
3. Utility relocation design and construction are not included with this proposal.
4. Permit review fees are not included in this proposal.
5. Illumination is not included with this proposal.
6. It is assumed the Willow Springs Rd intersection will be included with another project. Its is further assumed that the S. Clear Creek Rd (SH 201) intersection will not be constructed with this project. Construction of Watercrest Rd will end at the radius returns at S. Clear Creek Rd and at a mutually advantageous point at prior to Willow Springs Rd.
7. It is assumed that the project will not require retaining walls.
8. This scope of work assumes local funding only. Any studies, field visits, or other activities requested by CLIENT or other parties that are not included in this proposal are excluded from this scope of work.
9. Construction Materials Testing and inspection is not included in this scope.

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	Total Labor Cost
PROJECT MANAGEMENT (TIME & MATERIALS)						PM SUBTOTAL = \$ 37,025.16
1. Overall Project Management (24 Months Anticipated)	24	\$ 8,760.00	\$ 1,000.00	\$ 2,120.16	\$ 9,245.00	\$ 21,125.16
2. City of Killeen Meetings (7 Meetings Anticipated)	7	\$ 11,315.00	\$ -	\$ -	\$ -	\$ 11,315.00
3. City Council Updates - Exhibits (10)	10	\$ 4,585.00	\$ -	\$ -	\$ -	\$ 4,585.00
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)						PHASE I SUBTOTAL = \$ 188,998.06
1. Design Survey & ROW Mapping						
a. Project Control (Primary, Mobile Targets (20), Ground Truthing)	1	\$ -	\$ 12,238.00	\$ -	\$ -	\$ 12,238.00
b. ROE Coordination		\$ 260.00	\$ 576.00	\$ -	\$ -	\$ 836.00
c. Mobile Mapping Acquisition/Extraction	1	\$ 225.00	\$ 12,925.00	\$ -	\$ -	\$ 13,150.00
d. Supplemental Topographic Survey (Includes locating 6 boreholes)	1	\$ 1,925.00	\$ 7,146.00	\$ -	\$ -	\$ 9,071.00
e. Cross Sections (4 locations)		\$ 1,925.00	\$ 3,582.00	\$ -	\$ -	\$ 5,507.00
f. Tree Survey		\$ 740.00	\$ 1,392.00	\$ -	\$ -	\$ 2,132.00
g. Right of Way Survey		\$ -	\$ 11,360.00	\$ -	\$ -	\$ 11,360.00
2. Subsurface Utility Engineering						
i. Quality Service Level D		\$ 1,930.00	\$ 3,660.00	\$ -	\$ -	\$ 5,590.00
ii. Quality Service Level C & B		\$ 1,930.00	\$ 38,454.00	\$ -	\$ -	\$ 40,384.00
3. Develop Preliminary Design			\$ -			
a. Design Summary Report	1	\$ 2,005.00	\$ -	\$ -	\$ -	\$ 2,005.00
b. Schematic Level Plan Sheets (TCP, Drain and Rdwy design)	1	\$ 12,760.00	\$ -	\$ -	\$ -	\$ 12,760.00
c. Drainage Technical Memorandum	1	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
4. Geotechnical Services			\$ -			
i. Soil Boring Layout	1	\$ 375.00	\$ -	\$ 1,136.72	\$ -	\$ 1,511.72
ii. Getechnical Investigation Report	1	\$ 745.00	\$ -	\$ 892.26	\$ -	\$ 1,637.26
iii. Pavement Design (3 Options)	1	\$ 1,425.00	\$ -	\$ 2,074.20	\$ -	\$ 3,499.20
iv. Pavement Design Analysis (Provide 3 Options)	3	\$ -	\$ -	\$ 3,105.00	\$ -	\$ 3,105.00
v. Draft Pavement Report	1	\$ -	\$ -	\$ 3,663.44	\$ -	\$ 3,663.44
vi. Review Comments and Finalize Pavement Report	1	\$ -	\$ -	\$ 2,688.44	\$ -	\$ 2,688.44
6. Existing Peak Hour Traffic Study	1	\$ 2,025.00	\$ -	\$ -	\$ -	\$ 2,025.00
a. Obtain existing conditions data (signal timing plans, lane configuration, posted speed, field visit)	1	\$ -	\$ -	\$ -	\$ 1,555.00	\$ 1,555.00
b. Count assessment	1	\$ -	\$ -	\$ -	\$ 320.00	\$ 320.00
c. Process existing counts (i.e. AM and PM peak hour turning movement). - Intersection turning movement counts (AM and PM) provided by City at: Trenton Ave, Wheeler Ave, Watercrest Rd, Armadillo Dr, Westwood Dr	1	\$ -	\$ -	\$ -	\$ 1,555.00	\$ 1,555.00
d. Existing traffic analysis	1	\$ -	\$ -	\$ -	\$ -	\$ -
- Synchro / SimTraffic model setup and validation	1	\$ -	\$ -	\$ -	\$ 4,270.00	\$ 4,270.00
- Synchro / SimTraffic analysis	1	\$ -	\$ -	\$ -	\$ 3,630.00	\$ 3,630.00
- Safety assessment	1	\$ -	\$ -	\$ -	\$ 5,090.00	\$ 5,090.00
e. 10-yr forecast	1	\$ -	\$ -	\$ -	\$ 5,090.00	\$ 5,090.00
f. 10-yr traffic analysis	1	\$ -	\$ -	\$ -	\$ -	\$ -
- Synchro / SimTraffic analysis	1	\$ -	\$ -	\$ -	\$ 3,630.00	\$ 3,630.00
- Develop improvement recommendations	1	\$ -	\$ -	\$ -	\$ 1,765.00	\$ 1,765.00
- Recommendations Synchro / SimTraffic model analysis	1	\$ -	\$ -	\$ -	\$ 3,630.00	\$ 3,630.00
- Signal warrant analysis	1	\$ -	\$ -	\$ -	\$ 2,330.00	\$ 2,330.00
g. Traffic analysis memo	1	\$ -	\$ -	\$ -	\$ 12,970.00	\$ 12,970.00
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)						PHASE II SUBTOTAL = \$ 448,218.94
1. Construction Plans						
a.i. TITLE SHEET	1	\$ 1,055.00	\$ -	\$ -	\$ -	\$ 1,055.00
a.ii. INDEX OF SHEETS	1	\$ 920.00	\$ -	\$ -	\$ -	\$ 920.00
a.iii. QUANTITY/SUMMARY SHEETS	6	\$ 6,490.00	\$ -	\$ -	\$ -	\$ 6,490.00
a.iv. GENERAL NOTES	4	\$ 2,370.00	\$ -	\$ -	\$ -	\$ 2,370.00
a.v. HORIZONTAL ALIGNMENT DATA	1	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00
a.vi. SURVEY CONTROL	1	\$ 260.00	\$ 1,152.00	\$ -	\$ -	\$ 1,412.00
a.vii. UTILITY LAYOUT SHEETS	5	\$ 925.00	\$ 1,790.00	\$ -	\$ -	\$ 2,715.00
a.viii. TYPICAL SECTIONS	4	\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
a.ix. PROJECT LAYOUT SHEET	1	\$ 1,915.00	\$ -	\$ -	\$ -	\$ 1,915.00
a.x. ROADWAY REMOVAL SHEETS	5	\$ 3,245.00	\$ -	\$ -	\$ -	\$ 3,245.00
b.i. ROADWAY PLAN & PROFILES	10	\$ 32,450.00	\$ -	\$ -	\$ -	\$ 32,450.00
b.ii. INTERSECTION LAYOUT SHEETS	11	\$ 14,390.00	\$ -	\$ -	\$ -	\$ 14,390.00
b.iii. DRIVEWAY DETAIL SHEET	1	\$ 9,570.00	\$ -	\$ -	\$ -	\$ 9,570.00
c.i. CROSS SECTIONS (50-FT INTERVAL)	48	\$ 56,440.00	\$ -	\$ -	\$ -	\$ 56,440.00

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	Total Labor Cost
e.ii. ROADWAY DETAILS	6	\$ 2,145.00	\$ -	\$ -	\$ -	\$ 2,145.00
d.i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS	2	\$ 3,825.00	\$ -	\$ -	\$ -	\$ 3,825.00
d.ii. ONSITE DRAINAGE AREA MAPS	10	\$ 20,400.00	\$ -	\$ -	\$ -	\$ 20,400.00
d.iii. DRAINAGE HYDROLOGIC & HYDRAULIC CALCULATIONS	4	\$ 6,040.00	\$ -	\$ -	\$ -	\$ 6,040.00
d.iv. STORM SEWER PLAN & PROFILE SHEETS	10	\$ 24,920.00	\$ -	\$ -	\$ -	\$ 24,920.00
d.v. STORM SEWER HYDRAULIC CALCULATIONS	6	\$ 9,600.00	\$ -	\$ -	\$ -	\$ 9,600.00
d.vi. DRAINAGE DETAIL SHEETS	4	\$ 7,800.00	\$ -	\$ -	\$ -	\$ 7,800.00
d.vii. DRAINAGE STANDARD SHEETS	10	\$ 5,880.00	\$ -	\$ -	\$ -	\$ 5,880.00
e.i. TRAFFIC CONTROL PLAN NARRATIVE	1	\$ 1,775.00	\$ -	\$ -	\$ -	\$ 1,775.00
e.ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS	30	\$ 48,700.00	\$ -	\$ -	\$ -	\$ 48,700.00
e.iii. TRAFFIC CONTROL PLAN STANDARDS	15	\$ 1,770.00	\$ -	\$ -	\$ -	\$ 1,770.00
f.i. SIGNING AND PAVEMENT MARKING LAYOUTS	10	\$ 19,250.00	\$ -	\$ -	\$ -	\$ 19,250.00
f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS	6	\$ 1,775.00	\$ -	\$ -	\$ -	\$ 1,775.00
g. TRAFFIC SIGNAL PLANS		\$ 3,330.00	\$ -	\$ -	\$ -	\$ 3,330.00
g.i. GENERAL NOTES	5	\$ -	\$ -	\$ -	\$ 4,440.00	\$ 4,440.00
g.ii. SUMMARY OF QUANTITIES	1	\$ -	\$ -	\$ -	\$ 3,530.00	\$ 3,530.00
g.iii. CONDITION DIAGRAM SHEET	1	\$ -	\$ -	\$ -	\$ 1,455.00	\$ 1,455.00
g.iv. TEMPORARY SIGNAL PLAN - RESRVED	1	\$ -	\$ -	\$ -	\$ 6,310.00	\$ 6,310.00
g.v. SIGNAL REMOVAL PLAN	1	\$ -	\$ -	\$ -	\$ 2,865.00	\$ 2,865.00
g.vi. TRAFFIC SIGNAL PLAN SHEET	1	\$ -	\$ -	\$ -	\$ 7,245.00	\$ 7,245.00
g.vii. TRAFFIC SIGNAL DETECTION SHEET	1	\$ -	\$ -	\$ -	\$ 5,755.00	\$ 5,755.00
g.viii. TRAFFIC SIGNAL DETAIL SHEETS	19	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00
g. ix. SIGNAL CONTROLLER PROGRAMMING	1	\$ -	\$ -	\$ -	\$ 835.00	\$ 835.00
h.i. SWPPP	1	\$ 2,105.00	\$ -	\$ -	\$ -	\$ 2,105.00
h.i. EROSION CONTROL PLAN SHEETS	10	\$ 11,850.00	\$ -	\$ -	\$ -	\$ 11,850.00
h.iii. EROSION CONTROL STANDARD SHEETS	6	\$ 1,475.00	\$ -	\$ -	\$ -	\$ 1,475.00
2. Opinion of Probable Construction Cost	1	\$ 5,270.00	\$ -	\$ -	\$ -	\$ 5,270.00
3. Construction Schedule	1	\$ 2,805.00	\$ -	\$ -	\$ -	\$ 2,805.00
4. Contract Documents	1	\$ 4,660.00	\$ -	\$ -	\$ -	\$ 4,660.00
5. Permitting						
a. TCEQ NPDES	1	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00
b. TDLR Review Submittal & Walkthrough	1	\$ 4,690.00	\$ -	\$ -	\$ -	\$ 4,690.00
6. Utility Coordination	1	\$ 11,900.00	\$ -	\$ 64,569.44	\$ -	\$ 76,469.44
7. Bid and Award Phase Services						
a. Bid Solicitation	1	\$ 795.00	\$ -	\$ -	\$ -	\$ 795.00
b. Pre-Bid Conference (1 meeting)	1	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
c. Addenda Preparation (1 addenda)	1	\$ 2,770.00	\$ -	\$ -	\$ -	\$ 2,770.00
d. Bid Opening and Review (1 meeting)	1	\$ 1,365.00	\$ -	\$ -	\$ -	\$ 1,365.00
e. Contract Award	1	\$ 1,365.00	\$ -	\$ -	\$ -	\$ 1,365.00
f. Conforming Documents	1	\$ 852.50	\$ -	\$ -	\$ -	\$ 852.50
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)					PHASE III SUBTOTAL =	\$ 59,280.00
1. Construction Phase Services						
a. Pre-Construction Conference (1 meeting)	1	\$ 1,500.00	\$ -	\$ -	\$ 410.00	\$ 1,910.00
b. Progress Meetings and Site Visits (26 meetings & 2 site visits total)	28	\$ 27,980.00	\$ -	\$ -	\$ 2,730.00	\$ 30,710.00
c. Submittal Reviews (20 reviews)	20	\$ 4,930.00	\$ -	\$ -	\$ 390.00	\$ 5,320.00
d. RFI Response (10 RFI responses)	10	\$ 4,300.00	\$ -	\$ -	\$ 390.00	\$ 4,690.00
e. Preparation of Change Orders (4 change orders)	4	\$ 6,080.00	\$ -	\$ -	\$ -	\$ 6,080.00
f. Contract Closeout	1	\$ 3,110.00	\$ -	\$ -	\$ -	\$ 3,110.00
g. Record Drawings	1	\$ 6,820.00	\$ -	\$ -	\$ 640.00	\$ 7,460.00
TIME & MATERIALS LABOR COST		\$ 464,872.50	\$ 95,275.00	\$ 80,249.66	\$ 93,125.00	\$ 733,522.16
TIME & MATERIALS EXPENSES		\$ 3,234.00	\$ 36,152.00	\$ 16,054.20	\$ 2,806.32	\$ 58,246.52
ADDITIONAL SERVICES		\$ 5,540.00	\$ 40,725.00	\$ -	\$ -	\$ 46,265.00
TOTAL PROJECT COST		\$ 473,646.50	\$ 172,152.00	\$ 96,303.86	\$ 95,931.32	\$ 838,033.68

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget**

TASK	Hourly Rate:	SHEETS/ UNITS	PRINCIPAL	PROJECT	SENIOR	ENGINEER	EIT	SR. CADD	CADD	ADMIN	Sub Total Hours	Hr/Unit	KFA Labor Cost	
			\$ 250.00	\$225.00	\$200.00	\$150.00	\$110.00	\$110.00	\$100.00	\$90.00				
K Friese & Associates, Inc.														
PROJECT MANAGEMENT (TIME & MATERIALS)													PM SUBTOTAL =	\$ 24,660.00
1. Overall Project Management (24 Months Anticipated)		24		24		8				24	56	2.3	\$ 8,760.00	
2. City of Killeen Meetings (7 Meetings Anticipated)		7		21		21	28			4	74	10.6	\$ 11,315.00	
3. City Council Updates - Exhibits (10)		10	2	5		10	10			4	31	3.1	\$ 4,585.00	
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)													PHASE I SUBTOTAL =	\$ 39,235.00
1. Design Survey & ROW Mapping													\$ -	
a. Project Control (Primary, Mobile Targets (20), Ground Truthing)		1											\$ -	
b. ROE Coordination						1	1				2.0		\$ 260.00	
c. Mobile Mapping Acquisition/Extraction		1		1							1.0	1.0	\$ 225.00	
d. Supplemental Topographic Survey (Includes locating 6 boreholes)		1		1		4	10				15.0	15.0	\$ 1,925.00	
e. Cross Sections (4 locations)				1		4	10				15		\$ 1,925.00	
f. Tree Survey						2	4				6		\$ 740.00	
g. Right of Way Survey				1		2	4				7		\$ 965.00	
2. Subsurface Utility Engineering													\$ -	
i. Quality Service Level D				2		4	8				14		\$ 1,930.00	
ii. Quality Service Level C & B				2		4	8				14		\$ 1,930.00	
3. Develop Preliminary Design													\$ -	
a. Design Summary Report		1		1		6	8				15	15.0	\$ 2,005.00	
b. Schematic Level Plan Sheets (TCP, Drain and Rdwy design)		2		8		32	40	16			96	48.0	\$ 12,760.00	
c. Drainage Technical Memorandum		1			8	12	52	8			80.0	80.0	\$ 10,000.00	
4. Geotechnical Services													\$ -	
i. Soil Boring Layout		1		1		1					2.0	2.0	\$ 375.00	
ii. Getechnical Investigation Report		1		1		2	2				5.0	5.0	\$ 745.00	
iii. Pavement Design (3 Options)		1		1		8					9.0	9.0	\$ 1,425.00	
6. Existing Peak Hour Traffic Study		1		1		12					13.0	13.0	\$ 2,025.00	
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)													PHASE II SUBTOTAL =	\$ 347,222.50
1. Construction Plans													\$ -	
a. i. TITLE SHEET		1		1	1	2	2	1			7	7.0	\$ 1,055.00	
a.ii. INDEX OF SHEETS		1				1	6	1			8	8.0	\$ 920.00	
a.iii. QUANTITY/SUMMARY SHEETS		6		2	8	12	20	4			46	7.7	\$ 6,490.00	
a.iv. GENERAL NOTES		4		2		4	8	4			18	4.5	\$ 2,370.00	
a.v. HORIZONTAL ALIGNMENT DATA		1				1	2	1			4	4.0	\$ 480.00	
a.vi. SURVEY CONTROL		1				1	1				2	2.0	\$ 260.00	
a.vii. UTILITY LAYOUT SHEETS		5		1	2	2					5	1.0	\$ 925.00	
a.viii. TYPICAL SECTIONS		4		2	2	8	16	4			32	8.0	\$ 4,250.00	
a.ix. PROJECT LAYOUT SHEET		1		1	2	2	8	1			14	14.0	\$ 1,915.00	
a.x. ROADWAY REMOVAL SHEETS		5		1	4	6	8	4			23	4.6	\$ 3,245.00	
b.i. ROADWAY PLAN & PROFILES		10		10	40	60	80	40			230	23.0	\$ 32,450.00	
b.ii. INTERSECTION LAYOUT SHEETS		11		6	12	24	40	24			106	9.6	\$ 14,390.00	
b.iii. DRIVEWAY DETAIL SHEET		1		2	16	16	24	8			66	66.0	\$ 9,570.00	
c.i. CROSS SECTIONS (50-FT INTERVAL)		48		8	100	140	100	24			372	7.8	\$ 56,440.00	
c.ii. ROADWAY DETAILS		6		1		4	8	4			17	2.8	\$ 2,145.00	
d.i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS		2		1	4	4	12	8			29	14.5	\$ 3,825.00	
d.ii. ONSITE DRAINAGE AREA MAPS		10		10	20	20	80	60			170	17.0	\$ 20,400.00	
d.iii. DRAINAGE HYDROLOGIC & HYDRAULIC CALCULATIONS		4		8	12	16	8				44	11.0	\$ 6,040.00	
d.iv. STORM SEWER PLAN & PROFILE SHEETS		10		12	24	100	72				208	20.8	\$ 24,920.00	
d.v. STORM SEWER HYDRAULIC CALCULATIONS		6		6	12	36	24				78	13.0	\$ 9,600.00	
d.vi. DRAINAGE DETAIL SHEETS		4		8	12	16	24				60	15.0	\$ 7,800.00	
d.vii. DRAINAGE STANDARD SHEETS		10		8	8	16	12				44	4.4	\$ 5,880.00	
e.i. TRAFFIC CONTROL PLAN NARRATIVE		1		1	2	4	4	1			12	12.0	\$ 1,775.00	
e.ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS		30		12	60	80	140	60			352	11.7	\$ 48,700.00	
e.iii. TRAFFIC CONTROL PLAN STANDARDS		15		2	4	6	1				13	0.9	\$ 1,770.00	
f.i. SIGNING AND PAVEMENT MARKING LAYOUTS		10		2	20	40	60	20			142	14.2	\$ 19,250.00	
f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS		6		1	2	4	4	1			12	2.0	\$ 1,775.00	
g.TRAFFIC SIGNAL PLANS				2	4	8	8				22		\$ 3,330.00	
h.i. SWPPP		1		1	2	4	8				15	15.0	\$ 2,105.00	
h.i. EROSION CONTROL PLAN SHEETS		10		2	20	20	40				82	8.2	\$ 11,850.00	
h.iii. EROSION CONTROL STANDARD SHEETS		6		1	2	2	4	1			10	1.7	\$ 1,475.00	
2. Opinion of Probable Construction Cost		1	1	4	8	8	12				33	33.0	\$ 5,270.00	
3. Construction Schedule		1		1	4	6	8				19	19.0	\$ 2,805.00	
4. Contract Documents		1	2	4		10	16				32	32.0	\$ 4,660.00	
5. Permitting													\$ -	
a. TCEQ NPDES		1		2	4	4					10	10.0	\$ 1,850.00	
b. TDLR Review Submittal & Walkthrough		1		10	10		4				24	24.0	\$ 4,690.00	
6. Utility Coordination		1		20		20	40				80	80.0	\$ 11,900.00	
7. Bid and Award Phase Services													\$ -	
a. Bid Solicitation		1		1	1	1	2				5	5.0	\$ 795.00	
b. Pre-Bid Conference (1 meeting)		1		4		4					8	8.0	\$ 1,500.00	
c. Addenda Preparation (1 addenda)		1		2	2	4	12				20	20.0	\$ 2,770.00	
d. Bid Opening and Review (1 meeting)		1		1	2	2	4				9	9.0	\$ 1,365.00	
e. Contract Award		1		1	2	2	4				9	9.0	\$ 1,365.00	
f. Conforming Documents		1		1		2	4				7	6.5	\$ 852.50	
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)													PHASE III SUBTOTAL =	\$ 54,720.00
1. Construction Phase Services													\$ -	
a. Pre-Construction Conference (1 meeting)		1		4		4					8	8.0	\$ 1,500.00	

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget**

TASK	SHEETS/ UNITS	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SR. CADD	CADD	ADMIN	Sub Total Hours	Hr/Unit	KFA Labor Cost
K Friese & Associates, Inc.												
b. Progress Meetings and Site Visits (26 meetings & 2 site visits total)	26		40	40	36	36			18	170	6.5	\$ 27,980.00
c. Submittal Reviews (20 reviews)	20		2	8	8	12			4	34	1.7	\$ 4,930.00
d. RFI Response (10 RFI responses)	10		4		8	16	4			32	3.2	\$ 4,300.00
e. Preparation of Change Orders (4 change orders)	4		4	8	8	16	4			42	10.5	\$ 6,080.00
f. Contract Closeout	1	1	4		6	8			2	21	21.0	\$ 3,110.00
g. Record Drawings	1		4		16	32				52	52.0	\$ 6,820.00
TOTALS HOURS:	408	6	244	454	823	1284	444		58	Row Total = 3,313		
LABOR COST:		\$ 1,500	\$ 54,788	\$ 90,800	\$ 123,450	\$ 141,240	\$ 48,840	\$ -	\$ 5,220	Column Total = 3,313		
		0.2%	7.4%	13.7%	24.8%	38.8%	13.4%		1.8%			\$ 465,837.50
												\$ 465,837.50

TIME AND MATERIALS EXPENSES:												
	Travel:											
	Mileage				3025	miles				\$0.56 per mile		\$1,694.00
	Copies:											
	Reproduction				200	copies				\$0.20 per copy		\$40.00
	Media (mylar)					sheets				\$1.50 per sheet		
	Misc Expenses:											
	TDLR Review and Inspection (RAS fees)				1	each				\$1,200.00 per each		\$1,200.00
	Express delivery				10	each				\$30.00 per each		\$300.00
	TOTAL EXPENSES:											\$ 3,234.00
	TOTAL PROJECT COST:											\$ 469,071.50

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget**

TASK	SHEETS/ UNITS	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SR. CADD	CADD	ADMIN	Sub Total Hours	Hr/Unit	KFA Labor Cost
K Friese & Associates, Inc. - Additional Services		\$ 250.00	\$225.00	\$200.00	\$150.00	\$110.00	\$110.00	\$100.00	\$90.00			
PROJECT MANAGEMENT (TIME & MATERIALS)												<i>PM SUBTOTAL =</i>
PHASE I -PRELIMINARY ENGINEERING (TIME & MATERIALS)												<i>PHASE I SUBTOTAL =</i>
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)												<i>PHASE II SUBTOTAL =</i>
7. Bid and Award Phase Services												\$ -
c. Addenda Preparation (2 addenda)	1		4	4	8	24				40	40.0	\$ 5,540.00
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)												<i>PHASE III SUBTOTAL =</i>
TOTALS HOURS:	408		4	4	8	24						Row Total = 40 Column Total = 40
LABOR COST:		\$ -	\$ 900	\$ 800	\$ 1,200	\$ 2,640	\$ -	\$ -	\$ -			\$ 5,540.00
			10.0%	10.0%	20.0%	60.0%						\$ 5,540.00

TIME AND MATERIALS EXPENSES:										
Travel:										
Mileage					miles				\$0.56 per mile	
Copies:										
Reproduction					copies				\$0.20 per copy	
Media (mylar)					sheets				\$1.50 per sheet	
Misc Expenses:										
TDLR Submittal (RAS fees)					each				\$575.00 per each	
Express delivery					each				\$30.00 per each	
TOTAL EXPENSES:										\$ -
TOTAL PROJECT COST:										\$ 5,540.00

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget**

TASK	Hourly Rate:	SHEETS/ UNITS	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR SURVEY TECH	SURVEY TECH	2 PERSON SURVEY CREW	SURVEY FIELD COORDINATOR	GEOSPATIAL OPERATIONS MANAGER	GEOSPATIAL SENIOR PROJECT MANAGER	GEOSPATIAL ACQUISITION MANAGER	GEOSPATIAL PROJECT LEAD/SENIOR	CALIBRATION/AT TECH	LIDAR/EXTRACTI ON TECH	SUE PROJECT MANAGER	SUE TASK MANAGER	SUE OFFICE TECH/INCLIA N	SUE FIELD TECH	SUE FIELD MANAGER	Sub Total	Hour/Unit	SAM Labor Cost																							
			\$180.00	\$160.00	\$110.00	\$98.00	\$155.00	\$110.00	\$300.00	\$225.00	\$315.00	\$120.00	\$110.00	\$98.00	\$177.00	\$124.00	\$102.00	\$95.00	\$153.00	Hours	Hours	Cost																							
Surveys and Mapping, Inc.																																													
PROJECT MANAGEMENT (TIME & MATERIALS)																																													
1. Overall Project Management (24 Months Anticipated)																						2	4																		6		\$ 1,000.00		
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)																																													
1. Design Surveys & ROW Marking																																													
a. Project Control (Primary, Mobile Targets (20), Ground Truthing)																						2	4	8	16	56	1																	\$ 12,238.00	
b. ROE Coordination																						1	2	2																				\$ 276.00	
c. Mobile Mapping Acquisition/ Extraction																													1	1	8	18	24	60										\$ 1,292.00	
d. Supplemental Topographic Survey (Includes locating 6 boreholes)																						1	4	12	12	24	1																	\$ 7,146.00	
e. Cross Section (4 locations)																						1	4	4	16	1																		\$ 3,582.00	
f. Tree Survey																						1	2	4	4																			\$ 1,392.00	
g. Right of Way Survey																						4	8	24	20	30	1																	\$ 11,360.00	
2. Subsurface Utility Engineering																																													
i. Quality Service Level D																																			4	9	18							\$ 3,660.00	
ii. Quality Service Level C & B																																			12	25	38	280	18					\$ 38,454.00	
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)																																													
1. Construction Plans																																													\$ -
a.ii. SURVEY CONTROL																																													\$ 1,352.00
a.iii. UTILITY LAYOUT SHEETS																						2	4	4											2	5	8							\$ 1,290.00	
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)																																													
TOTALS HOURS:																						9	25	56	62	130	4	1	1	8	18	24	60	18	39	64	280	18							
LABOR COST:																						\$ 1,620	\$ 4,000	\$ 6,160	\$ 6,076	\$ 20,150	\$ 440	\$ 200	\$ 225	\$ 1,720	\$ 2,160	\$ 2,640	\$ 5,880	\$ 3,186	\$ 4,836	\$ 6,528	\$ 26,600	\$ 2,754							\$ 95,276.00
																						14%	3.1%	6.9%	7.6%	15.9%	0.5%	0.1%	0.1%	1.0%	2.2%	2.9%	7.3%	2.2%	4.8%	7.8%	14.3%	2.2%						\$ 95,276.00	
TIME AND MATERIALS EXPENSES:																																													
Travel:																																													
Mileage																									1750	miles																			\$980.00
Lodging																									44	nights																			\$4,224.00
Per Diem																									42	days																			\$3,068.00
Misc. Expenses																																													
GPS																									210	hours																			\$5,250.00
SV-10																									8	hours																			\$280.00
Deed Copies																									500	sheets																			\$500.00
Ground Penetrating Radar																									26	hours																			\$1,040.00
Environmental Supplies (paint, Flags, Lath)																									16	days																			\$400.00
SUE Equipment Package																									210	hours																			\$1,260.00
Traffic Control - Plan & Setup																									1	each																			\$12,650.00
Mobile LIDAR																									0.5	days																			\$6,500.00
TOTAL EXPENSES:																																													\$ 26,152.00
TOTAL PROJECT COST:																																													\$ 131,427.00

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget**

TASK	SHEETS/ UNITS	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR SURVEY TECH	SURVEY TECH	2 PERSON SURVEY CREW	FIELD COORDINATOR	Sub Total Hours	Hr/Unit	SAM Labor Cost
		\$ 180.00	\$160.00	\$110.00	\$98.00	\$155.00	\$105.00			
Hourly Rate:										
Surveying and Mapping, Inc. - Additional Services										
PROJECT MANAGEMENT (TIME & MATERIALS)										PM SUBTOTAL = \$ -
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)										PHASE I SUBTOTAL = \$ 34,650.00
1. ROW Mapping for Parcel Acquisition (Up to 10 Parcels)								0		\$ -
a. ROE Coordination			1	1	1			3		\$ 368.00
b. Records Research/Prepare ROW Basemap/Boundary Analysis		1	4	12	8			25		\$ 2,924.00
c. Locate Rear Property Corners			1	4	4	34		43		\$ 6,262.00
d. Prepare ROW Acquisition Documents (Up to 10 Parcels)		6	16	50	100			172		\$ 18,940.00
e. Set ROW Monumentation (Up to 30 pins, separate mobilization)			1	2	2	36		41		\$ 6,156.00
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)										PHASE II SUBTOTAL = \$ -
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)										PHASE III SUBTOTAL = \$ -
TOTALS HOURS:		7	23	69	115	70	0	Row Total = 284 Column Total = 284		
LABOR COST:		\$ 1,260	\$ 3,680	\$ 7,590	\$ 11,270	\$ 10,850	\$ -			\$ 34,650.00
		2.5%	8.1%	24.3%	40.5%	24.6%	0.0%			\$ 34,650.00

TIME AND MATERIALS EXPENSES:							
	Travel:						
	Mileage	400	miles	\$0.56	per mile	\$224.00	
	Lodging	8	night	\$96.00	per night	\$768.00	
	Per Diem	12	days	\$59.00	per day	\$708.00	
	Misc. Expenses						
	GPS	155	hours	\$25.00	per hour	\$3,875.00	
	SX-10		hours	\$35.00	per hour	\$0.00	
	Deed Copies	500	sheets	\$1.00	per sheet	\$500.00	
	Title Commitments		each	\$1,000.00	each	\$0.00	\$0.00
	TOTAL EXPENSES:						\$ 6,075.00
TOTAL PROJECT COST:						\$ 40,725.00	

**City of Killeen - Willow Springs Road Reconstruction
Exhibit B - Budget**

TASK	SHEETS/ UNITS	PRINCIPAL \$ 275.00	PROJECT MANAGER \$215.00	SENIOR ENGINEER \$195.00	ENGINEER \$160.00	EIT \$130.00	SR. ENG. TECH. \$105.00	Hourly Rate:	Sub Total Hours	Hr/Unit	ASI Labor Cost
DKS Associates											
PROJECT MANAGEMENT (TIME & MATERIALS)											
1. Overall Project Management (24 Months Anticipated)	24		43						43	1.8	\$ 9,245.00
PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS)											
PHASE I SUBTOTAL = \$ 45,835.00											
6. Existing Peak Hour Traffic Study	1										\$ -
a. Obtain existing conditions data (signal timing plans, lane configuration, posted speed, field visit)	1			1	2	8			11	11.0	\$ 1,555.00
b. Count assessment	1				2				2	2.0	\$ 320.00
c. Process existing counts (i.e. AM and PM peak hour turning movement).	1			1	2	8			11	11.0	\$ 1,555.00
- Intersection turning movement counts (AM and PM) provided by City at: Trenton Ave, Wheeler Ave, Watercrest Rd, Armadillo Dr, Westwood Dr	1										\$ -
d. Existing traffic analysis	1										\$ -
- Synchro / SimTraffic model setup and validation	1			2	8	20			30	30.0	\$ 4,270.00
- Synchro / SimTraffic analysis	1			2	4	20			26	26.0	\$ 3,630.00
- Safety assessment	1		2	4	8	20			34	34.0	\$ 5,090.00
e. 10-yr forecast	1		2	4	8	20			34	34.0	\$ 5,090.00
f. 10-yr traffic analysis	1										\$ -
- Synchro / SimTraffic analysis	1			2	4	20			26	26.0	\$ 3,630.00
- Develop improvement recommendations	1		1	2	4	4			11	11.0	\$ 1,765.00
- Recommendations Synchro / SimTraffic model analysis	1			2	4	20			26	26.0	\$ 3,630.00
- Signal warrant analysis	1			2	4	10			16	16.0	\$ 2,330.00
g. Traffic analysis memo	1	2	4	8	20	20	40		94	94.0	\$ 12,970.00
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)											
PHASE II SUBTOTAL = \$ 33,485.00											
1. Construction Plans											\$ -
g. TRAFFIC SIGNAL PLANS										#DIV/0!	\$ -
g.i. GENERAL NOTES	5			4	4	20	4		32	6.4	\$ 4,440.00
g.ii. SUMMARY OF QUANTITIES	1			2	4	16	4		26	26.0	\$ 3,530.00
g.iii. CONDITION DIAGRAM SHEET	1			1	2	4	4		11	11.0	\$ 1,455.00
g.iv. TEMPORARY SIGNAL PLAN - RESRVED	1	2		8	8	16	8		42	42.0	\$ 6,310.00
g.v. SIGNAL REMOVAL PLAN	1	1		2	2	8	8		21	21.0	\$ 2,865.00
g.vi. TRAFFIC SIGNAL PLAN SHEET	1	3		4	2	28	16		53	53.0	\$ 7,245.00
g.vii. TRAFFIC SIGNAL DETECTION SHEET	1	1		4	2	24	12		43	43.0	\$ 5,755.00
g.viii. TRAFFIC SIGNAL DETAIL SHEETS	19				2	4	2		8	0.4	\$ 1,050.00
g. ix. SIGNAL CONTROLLER PROGRAMMING	1			1	4				5	5.0	\$ 835.00
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)											
PHASE III SUBTOTAL = \$ 4,560.00											
1. Construction Phase Services											\$ -
a. Pre-Construction Conference (1 meeting)	1		1	1					2	2.0	\$ 410.00
b. Progress Meetings and Site Visits (12 meetings/visits total)	28			14					14	0.5	\$ 2,730.00
c. Submittal Reviews (2 reviews)	20			2					2	0.1	\$ 390.00
d. RFI Response (4 RFI responses)	10			2					2	0.2	\$ 390.00
g. Record Drawings	1			1			3		5	5.0	\$ 640.00
TOTALS HOURS:	410	9	53	76	100	291	101		Row Total = 630.0		
LABOR COST:		\$ 2,475	\$ 11,395	\$ 14,820	\$ 16,000	\$ 37,830	\$ 10,605		Row Total = 630.0		\$ 93,125.00
		1.4%	8.4%	12.1%	15.9%	46.2%	16.0%				\$ 93,125.00

TIME AND MATERIALS EXPENSES:

		Travel:					
	Mileage		547 miles	\$0.56	per mile		\$306.32
	Copies:						
	Reproduction			\$0.20	per copy		
	Media (mylar)			\$1.50	per sheet		
	Misc Expenses:						
	Additional intersection counts		2500	\$1.00	LS		\$2,500.00
	Express delivery			\$20.00	per each		
TOTAL EXPENSES:							\$ 2,806.32
TOTAL PROJECT COST:							\$ 95,931.32

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	Total Labor Cost
PROJECT MANAGEMENT (TIME & MATERIALS)						PM SUBTOTAL = \$ 32,385.16
1. Overall Project Management (30 Months Anticipated)	30	\$ 10,950.00	\$ 1,320.00	\$ 2,120.16	\$ -	\$ 14,390.16
2. City of Killeen Meetings (10 Meetings Anticipated)	10	\$ 13,410.00	\$ -	\$ -	\$ -	\$ 13,410.00
3. City Council Updates - Exhibits (10)	10	\$ 4,585.00	\$ -	\$ -	\$ -	\$ 4,585.00
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)						PHASE I SUBTOTAL = \$ 220,874.46
1. Design Survey & ROW Mapping						
a. Project Control (Primary, Mobile Targets (46), Ground Truthing)	1	\$ 260.00	\$ 16,900.00	\$ -	\$ -	\$ 17,160.00
b. ROE Coordination		\$ 225.00	\$ 576.00	\$ -	\$ -	\$ 801.00
c. Mobile Mapping Acquisition/Extraction		\$ 3,185.00	\$ 18,985.00	\$ -	\$ -	\$ 22,170.00
d. Supplemental Topographic Survey (Includes locating 12 boreholes)		\$ 1,185.00	\$ 13,862.00	\$ -	\$ -	\$ 15,047.00
e. Cross Sections (3 locations)		\$ 740.00	\$ 3,582.00	\$ -	\$ -	\$ 4,322.00
f. Tree Survey		\$ 965.00	\$ 1,702.00	\$ -	\$ -	\$ 2,667.00
g. Right of Way Survey		\$ -	\$ 16,262.00	\$ -	\$ -	\$ 16,262.00
2. Subsurface Utility Engineering						
i. Quality Service Level D		\$ 2,670.00	\$ 4,644.00	\$ -	\$ -	\$ 7,314.00
ii. Quality Service Level C & B		\$ 2,670.00	\$ 60,345.00	\$ -	\$ -	\$ 63,015.00
3. Develop Preliminary Design						
a. Design Summary Report	1	\$ 2,005.00	\$ -	\$ -	\$ -	\$ 2,005.00
b. Schematic Level Plan Sheets (TCP, Drain and Rdwy design)	1	\$ 23,120.00	\$ -	\$ -	\$ -	\$ 23,120.00
c. Drainage Technical Memorandum	1	\$ 25,040.00	\$ -	\$ -	\$ -	\$ 25,040.00
4. Geotechnical Services						
i. Soil Boring Layout	1	\$ 375.00	\$ -	\$ 1,406.72	\$ -	\$ 1,781.72
ii. Stake Boring Locations and Utility Clearance	1	\$ -	\$ -	\$ 1,369.68	\$ -	\$ 1,369.68
iii. Field Exploration and Sampling	1	\$ -	\$ -	\$ 3,111.30	\$ -	\$ 3,111.30
iv. Pavement Design Analysis (Provide 3 Options)	3	\$ -	\$ -	\$ 4,335.00	\$ -	\$ 4,335.00
v. Draft Pavement Report	1	\$ 1,265.00	\$ -	\$ 5,036.88	\$ -	\$ 6,301.88
vi. Review Comments and Finalize Pavement Report	1	\$ 2,025.00	\$ -	\$ 3,026.88	\$ -	\$ 5,051.88
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)						PHASE II SUBTOTAL = \$ 604,423.94
1. Construction Plans						
a. i. TITLE SHEET	1	\$ 1,055.00	\$ -	\$ -	\$ -	\$ 1,055.00
a.ii. INDEX OF SHEETS	1	\$ 920.00	\$ -	\$ -	\$ -	\$ 920.00
a.iii. QUANTITY/SUMMARY SHEETS	6	\$ 12,090.00	\$ -	\$ -	\$ -	\$ 12,090.00
a.iv. GENERAL NOTES	6	\$ 2,370.00	\$ -	\$ -	\$ -	\$ 2,370.00
a.v. HORIZONTAL ALIGNMENT DATA	1	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00
a.vi. SURVEY CONTROL	2	\$ 260.00	\$ 1,152.00	\$ -	\$ -	\$ 1,412.00
a.vii. UTILITY LAYOUT SHEETS	10	\$ 1,225.00	\$ 1,790.00	\$ -	\$ -	\$ 3,015.00
a.viii. TYPICAL SECTIONS	4	\$ 7,170.00	\$ -	\$ -	\$ -	\$ 7,170.00
a.ix. PROJECT LAYOUT SHEET	1	\$ 1,915.00	\$ -	\$ -	\$ -	\$ 1,915.00
a.x. ROADWAY REMOVAL SHEETS	10	\$ 16,865.00	\$ -	\$ -	\$ -	\$ 16,865.00
b.i. ROADWAY PLAN & PROFILES	20	\$ 63,150.00	\$ -	\$ -	\$ -	\$ 63,150.00
b.ii. INTERSECTION LAYOUT SHEETS	9	\$ 11,620.00	\$ -	\$ -	\$ -	\$ 11,620.00
b.iii. DRIVEWAY DETAIL SHEET	1	\$ 8,330.00	\$ -	\$ -	\$ -	\$ 8,330.00
c.i. CROSS SECTIONS (50-FT INTERVAL)	96	\$ 102,840.00	\$ -	\$ -	\$ -	\$ 102,840.00
c.ii. ROADWAY DETAILS	6	\$ 2,145.00	\$ -	\$ -	\$ -	\$ 2,145.00
d.i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS	4	\$ 7,425.00	\$ -	\$ -	\$ -	\$ 7,425.00
d.ii. ONSITE DRAINAGE AREA MAPS	20	\$ 40,800.00	\$ -	\$ -	\$ -	\$ 40,800.00
d.iii. DRAINAGE HYDROLOGIC & HYDRAULIC CALCULATIONS	8	\$ 12,080.00	\$ -	\$ -	\$ -	\$ 12,080.00
d.iv. CULVERT LAYOUTS	2	\$ 18,120.00	\$ -	\$ -	\$ -	\$ 18,120.00
d.v. STORM SEWER PLAN & PROFILE SHEETS	20	\$ 18,120.00	\$ -	\$ -	\$ -	\$ 18,120.00
d.vi. STORM SEWER HYDRAULIC CALCULATIONS	8	\$ 12,800.00	\$ -	\$ -	\$ -	\$ 12,800.00
d.vii. DRAINAGE DETAIL SHEETS	4	\$ 7,800.00	\$ -	\$ -	\$ -	\$ 7,800.00
d.viii. DRAINAGE STANDARD SHEETS	10	\$ 5,880.00	\$ -	\$ -	\$ -	\$ 5,880.00
e.i. TRAFFIC CONTROL PLAN NARRATIVE	1	\$ 1,775.00	\$ -	\$ -	\$ -	\$ 1,775.00
e.ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS	40	\$ 61,000.00	\$ -	\$ -	\$ -	\$ 61,000.00
e.iii. TRAFFIC CONTROL PLAN STANDARDS	15	\$ 1,770.00	\$ -	\$ -	\$ -	\$ 1,770.00
f.i. SIGNING AND PAVEMENT MARKING LAYOUTS	20	\$ 30,550.00	\$ -	\$ -	\$ -	\$ 30,550.00
f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS	6	\$ 1,775.00	\$ -	\$ -	\$ -	\$ 1,775.00
g.i. SWPPP	1	\$ 2,105.00	\$ -	\$ -	\$ -	\$ 2,105.00
h.i. EROSION CONTROL PLAN SHEETS	20	\$ 20,900.00	\$ -	\$ -	\$ -	\$ 20,900.00
h.ii. EROSION CONTROL STANDARD SHEETS	6	\$ 1,475.00	\$ -	\$ -	\$ -	\$ 1,475.00
2. Opinion of Probable Construction Cost	1	\$ 5,270.00	\$ -	\$ -	\$ -	\$ 5,270.00

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	Total Labor Cost
3. Construction Schedule	1	\$ 2,805.00	\$ -	\$ -	\$ -	\$ 2,805.00
4. Contract Documents	1	\$ 4,660.00	\$ -	\$ -	\$ -	\$ 4,660.00
5. Permitting						
a. TCEQ NPDES	1	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00
b. TDLR Review Submittal & Walkthrough	1	\$ 4,690.00	\$ -	\$ -	\$ -	\$ 4,690.00
6. Utility Coordination	1	\$ 11,900.00	\$ -	\$ 84,849.44	\$ -	\$ 96,749.44
7. Bid and Award Phase Services						
a. Bid Solicitation	1	\$ 795.00	\$ -	\$ -	\$ -	\$ 795.00
b. Pre-Bid Conference (1 meeting)	1	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
c. Addenda Preparation (1 addenda)	1	\$ 2,770.00	\$ -	\$ -	\$ -	\$ 2,770.00
d. Bid Opening and Review (1 meeting)	1	\$ 1,365.00	\$ -	\$ -	\$ -	\$ 1,365.00
e. Contract Award	1	\$ 1,365.00	\$ -	\$ -	\$ -	\$ 1,365.00
f. Conforming Documents	1	\$ 852.50	\$ -	\$ -	\$ -	\$ 852.50
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)						PHASE III SUBTOTAL = \$ 54,720.00
I. Construction Phase Services						
a. Pre-Construction Conference (1 meeting)	1	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
b. Progress Meetings and Site Visits (26 meetings/visits total)	26	\$ 27,980.00	\$ -	\$ -	\$ -	\$ 27,980.00
c. Submittal Reviews (20 reviews)	20	\$ 4,930.00	\$ -	\$ -	\$ -	\$ 4,930.00
d. RFI Response (10 RFI responses)	10	\$ 4,300.00	\$ -	\$ -	\$ -	\$ 4,300.00
e. Preparation of Change Orders (4 change orders)	4	\$ 6,080.00	\$ -	\$ -	\$ -	\$ 6,080.00
f. Contract Closeout	1	\$ 3,110.00	\$ -	\$ -	\$ -	\$ 3,110.00
g. Record Drawings	1	\$ 6,820.00	\$ -	\$ -	\$ -	\$ 6,820.00
TIME & MATERIALS LABOR COST		\$ 666,027.50	\$ 141,120.00	\$ 105,256.06	\$ -	\$ 912,403.56
TIME & MATERIALS EXPENSES		\$ 3,634.00	\$ 50,185.50	\$ 30,113.80	\$ -	\$ 83,933.30
ADDITIONAL SERVICES		\$ 5,540.00	\$ 40,725.00	\$ -	\$ 22,341.32	\$ 68,606.32
TOTAL PROJECT COST		\$ 675,201.50	\$ 232,030.50	\$ 135,369.86	\$ 22,341.32	\$ 1,064,943.18

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	Hourly Rate:	SHEETS/ UNITS	PRINCIPAL	PROJECT	SENIOR	ENGINEER	EIT	SR. CADD	CADD	ADMIN	Sub Total Hours	Hr/Unit	KFA Labor Cost	
			\$ 250.00	\$225.00	\$200.00	\$150.00	\$110.00	\$110.00	\$100.00	\$90.00				
K Friese & Associates, Inc.														
PROJECT MANAGEMENT (TIME & MATERIALS)													PM SUBTOTAL =	\$ 28,950.00
1. Overall Project Management (30 Months Anticipated)		30		30		10				30	70	2.3	\$ 10,950.00	
2. City of Killeen Meetings (10 Meetings Anticipated)		10		26		26	30			4	86	8.6	\$ 13,410.00	
3. City Council Updates - Exhibits (10)		10	2	5		10	10			4	31	3.1	\$ 4,585.00	
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)													PHASE I SUBTOTAL =	\$ 65,730.00
1. Design Survey & ROW Mapping													\$ -	
a. Project Control (Primary, Mobile Targets (46), Ground Truthing)		1				1	1				2.0	2.0	\$ 260.00	
b. ROE Coordination				1							1.0		\$ 225.00	
c. Mobile Mapping Acquisition/Extraction		1				8	16				25.0	25.0	\$ 3,185.00	
d. Supplemental Topographic Survey (Includes locating 12 boreholes)		3		1		2	6				9.0	3.0	\$ 1,185.00	
e. Cross Sections (3 locations)						2	4				6		\$ 740.00	
f. Tree Survey				1		2	4				7		\$ 965.00	
2. Subsurface Utility Engineering													\$ -	
i. Quality Service Level D				2		6	12				20		\$ 2,670.00	
ii. Quality Service Level C & B				2		6	12				20		\$ 2,670.00	
3. Develop Preliminary Design													\$ -	
a. Design Summary Report		1		1		6	8				15	15.0	\$ 2,005.00	
b. Schematic Level Plan Sheets (TCP, Drain and Rdwy design)		2		8		60	80	32			180	90.0	\$ 23,120.00	
c. Drainage Technical Memorandum		1			16	40	120	24			200.0	200.0	\$ 25,040.00	
4. Geotechnical Services													\$ -	
i. Soil Boring Layout				1		1					2.0		\$ 375.00	
v. Draft Pavement Report				1		4	4				9.0		\$ 1,265.00	
vi. Review Comments and Finalize Pavement Report				1		12					13.0		\$ 2,025.00	
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)													PHASE II SUBTOTAL =	\$ 548,352.50
1. Construction Plans													\$ -	
a.i. TITLE SHEET		1		1	1	2	2	1			7	7.0	\$ 1,055.00	
a.ii. INDEX OF SHEETS		1				1	6	1			8	8.0	\$ 920.00	
a.iii. QUANTITY/SUMMARY SHEETS		6		2	16	24	32	12			86	14.3	\$ 12,090.00	
a.iv. GENERAL NOTES		4		2		4	8	4			18	4.5	\$ 2,370.00	
a.v. HORIZONTAL ALIGNMENT DATA		1				1	2	1			4	4.0	\$ 480.00	
a.vi. SURVEY CONTROL		2				1	1				2	1.0	\$ 260.00	
a.vii. UTILITY LAYOUT SHEETS		10		1	2	4					7	0.7	\$ 1,225.00	
a.viii. TYPICAL SECTIONS		4		2	4	16	24	8			54	13.5	\$ 7,170.00	
a.ix. PROJECT LAYOUT SHEET		1		1	2	2	8	1			14	14.0	\$ 1,915.00	
a.x. ROADWAY REMOVAL SHEETS		10		1	24	32	40	24			121	12.1	\$ 16,865.00	
b.i. ROADWAY PLAN & PROFILES		20		30	60	120	160	80			450	22.5	\$ 63,150.00	
b.ii. INTERSECTION LAYOUT SHEETS		9		4	10	20	32	20			86	9.6	\$ 11,620.00	
b.iii. DRIVEWAY DETAIL SHEET		1		2	12	16	20	8			58	58.0	\$ 8,330.00	
c.i. CROSS SECTIONS (50-FT INTERVAL)		96		24	180	260	180	24			668	7.0	\$ 102,840.00	
c.ii. ROADWAY DETAILS		6		1		4	8	4			17	2.8	\$ 2,145.00	
d.i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS		4		1	8	8	24	16			57	14.3	\$ 7,425.00	
d.ii. ONSITE DRAINAGE AREA MAPS		20			20	40	160	120			340	17.0	\$ 40,800.00	
d.iii. DRAINAGE HYDROLOGIC & HYDRAULIC CALCULATIONS		8			16	24	32	16			88	11.0	\$ 12,080.00	
d.iv. CULVERT LAYOUTS		2			16	32	80	12			140	70.0	\$ 18,120.00	
d.v. STORM SEWER PLAN & PROFILE SHEETS		20			24	48	200	144			416	20.8	\$ 49,840.00	
d.vi. STORM SEWER HYDRAULIC CALCULATIONS		8			8	16	48	32			104	13.0	\$ 12,800.00	
d.vii. DRAINAGE DETAIL SHEETS		4			8	12	16	24			60	15.0	\$ 7,800.00	
d.viii. DRAINAGE STANDARD SHEETS		10			8	8	16	12			44	4.4	\$ 5,880.00	
e.i. TRAFFIC CONTROL PLAN NARRATIVE		1		1	2	4	4	1			12	12.0	\$ 1,775.00	
e.ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS		40		16	80	100	160	80			436	10.9	\$ 61,000.00	
e.iii. TRAFFIC CONTROL PLAN STANDARDS		15			2	4	6	1			13	0.9	\$ 1,770.00	
f.i. SIGNING AND PAVEMENT MARKING LAYOUTS		20		2	36	50	100	40			228	11.4	\$ 30,550.00	
f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS		6		1	2	4	4	1			12	2.0	\$ 1,775.00	
g.i. SWPPP		1		1	2	4	8				15	15.0	\$ 2,105.00	
h.i. EROSION CONTROL PLAN SHEETS		20		4	32	32	80				148	7.4	\$ 20,900.00	
h.ii. EROSION CONTROL STANDARD SHEETS		6		1	2	2	4	1			10	1.7	\$ 1,475.00	
2. Opinion of Probable Construction Cost		1	1	4	8	8	12				33	33.0	\$ 5,270.00	
3. Construction Schedule		1		1	4	6	8				19	19.0	\$ 2,805.00	
4. Contract Documents		1	2	4		10	16				32	32.0	\$ 4,660.00	
5. Permitting													\$ -	
a. TCEQ NPDES		1		2	4	4					10	10.0	\$ 1,850.00	
b. TDLR Review Submittal & Walkthrough		1		10	10		4				24	24.0	\$ 4,690.00	
6. Utility Coordination		1		20		20	40				80	80.0	\$ 11,900.00	
7. Bid and Award Phase Services													\$ -	
a. Bid Solicitation		1		1	1	1	2				5	5.0	\$ 795.00	
b. Pre-Bid Conference (1 meeting)		1		4		4					8	8.0	\$ 1,500.00	
c. Addenda Preparation (1 addenda)		1		2	2	4	12				20	20.0	\$ 2,770.00	
d. Bid Opening and Review (1 meeting)		1		1	2	2	4				9	9.0	\$ 1,365.00	
e. Contract Award		1		1	2	2	4				9	9.0	\$ 1,365.00	
f. Conforming Documents		1		1		2	4				7	6.5	\$ 852.50	
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)													PHASE III SUBTOTAL =	\$ 54,720.00
1. Construction Phase Services													\$ -	
a. Pre-Construction Conference (1 meeting)		1		4		4					8	8.0	\$ 1,500.00	
b. Progress Meetings and Site Visits (26 meetings/visits total)				40	40	36	36			18	170	#DIV/0!	\$ 27,980.00	
c. Submittal Reviews (20 reviews)		20		2	8	8	12			4	34	1.7	\$ 4,930.00	

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	PRINCIPAL \$ 250.00	PROJECT MANAGER \$225.00	SENIOR ENGINEER \$200.00	ENGINEER \$150.00	EIT \$110.00	SR. CADD \$110.00	CADD \$100.00	ADMIN \$90.00	Hourly Rate:	Sub Total Hours	Hr/Unit	KFA Labor Cost
K Friese & Associates, Inc.													
d. RFI Response (10 RFI responses)	10		4		8	16	4				32	3.2	\$ 4,300.00
e. Preparation of Change Orders (4 change orders)	4		4	8	8	16	4		2		42	10.5	\$ 6,080.00
f. Contract Closeout	1	1	4		6	8			2		21	21.0	\$ 3,110.00
g. Record Drawings	1		4		16	32					52	52.0	\$ 6,820.00
TOTALS HOURS:		6	292	682	1240	1998	752		64		Row Total = 5,034		
LABOR COST:		\$ 1,500	\$ 65,588	\$ 136,400	\$ 186,000	\$ 219,780	\$ 82,720	\$ -	\$ 5,760		Column Total = 5,034		\$ 697,747.50
		0.1%	5.8%	13.5%	24.6%	39.7%	14.9%		1.3%				\$ 697,747.50

TIME AND MATERIALS EXPENSES:													
	Travel:												
	Mileage				3025	miles					\$0.56 per mile		\$1,694.00
	Copies:												
	Reproduction				200	copies					\$0.20 per copy		\$40.00
	Media (mylar)					sheets					\$1.50 per sheet		
	Misc Expenses:												
	TDLR Review and Inspection (RAS fees)				1	each					\$1,600.00 per each		\$1,600.00
	Express delivery				10	each					\$30.00 per each		\$300.00
	TOTAL EXPENSES:												\$ 3,634.00
	TOTAL PROJECT COST:												\$ 701,382

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SR. CADD	CADD	ADMIN	Sub Total Hours	Hr/Unit	KFA Labor Cost	
													Hourly Rate:
K Friese & Associates, Inc. - Additional Services													
PROJECT MANAGEMENT (TIME & MATERIALS)											<i>PM SUBTOTAL =</i>	\$ -	
PHASE I -PRELIMINARY ENGINEERING (TIME & MATERIALS)											<i>PHASE I SUBTOTAL =</i>	\$ -	
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)											<i>PHASE II SUBTOTAL =</i>	\$ 5,540.00	
7. Bid and Award Phase Services													
c. Addenda Preparation (2 addenda)											40	40.0	\$ 5,540.00
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)											<i>PHASE III SUBTOTAL =</i>	\$ -	
TOTALS HOURS:											Row Total = 40		
LABOR COST:											Column Total = 40		
		\$ -	\$ 900	\$ 800	\$ 1,200	\$ 2,640	\$ -	\$ -	\$ -			\$ 5,540.00	
			10.0%	10.0%	20.0%	60.0%						\$ 5,540.00	

TIME AND MATERIALS EXPENSES:												
Travel:												
Mileage											miles	\$0.56 per mile
Copies:												
Reproduction											copies	\$0.20 per copy
Media (mylar)											sheets	\$1.50 per sheet
Misc Expenses:												
TDLR Submittal (RAS fees)											each	\$575.00 per each
Express delivery											each	\$30.00 per each
TOTAL EXPENSES:												\$ -
TOTAL PROJECT COST:												\$ 5,540

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR SURVEY TECH	SURVEY TECH	PERSON SURVEY CREW	SURVEY FIELD COORDINA	GEOSPATIA L OPERATIO	GEOSPATIA L PROJECT	GEOSPATIA L ACQUISITIO	GEOSPATIA L PROJECT LEAD/SENI	CALIBRATI ON/ASST TECH	LIDAR/EXT REACTON TECH	SUE PROJECT MANAGER	SUE TASK MANAGER	SUE OFFICE TECHNICIA	SUE FIELD TECH	SUE FIELD MANAGER	Hourly Rate:	Sub Total Hours	Hr/Unit	SAM Labor Cost																					
																							\$180.00	\$160.00	\$110.00	\$98.00	\$155.00	\$110.00	\$300.00	\$225.00	\$215.00	\$120.00	\$110.00	\$98.00	\$177.00	\$124.00	\$102.00	\$95.00	\$153.00				
Surveys and Mapping, Inc.																																											
PROJECT MANAGEMENT (TIME & MATERIALS)																																											
1. Overall Project Management (20 Months Anticipated)																					2	6																					
2. City of Killeen Meetings (10 Meetings Anticipated)																																											
3. City Council Updates - Exhibits (10)																																											
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)																																											
1. Design Surveys & ROW Mapping																																											
a. Project Control (Primary, Mobile Targets (46), Ground Truthing)																					2	4	12	20	80	2																	
b. ROE Coordination																						1	2	2																			
c. Mobile Mapping Acquisition/Extraction																					1						1	1	8	18	24	120											
d. Supplemental Topographic Survey (includes locating 12 boreholes)																					1	6	20	24	52	1																	
e. Cross Sections (3 locations)																						1	4	4	16	1																	
f. Tree Survey																						1	2	4	6																		
g. Right of Way Survey																					4	12	30	24	50	2																	
2. Subsurface Utility Engineering																																	4	12	24								
i. Quality Service Level D.																																											
ii. Quality Service Level C & B																																	20	55	80	400	25						
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)																																											
1. Construction Plans																																											
a.vi. SURVEY CONTROL																						2	4	4																			
a.vii. UTILITY LAYOUT SHEETS																																	2	5	8								
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)																																											
TOTALS																																											
LABOR COST:																						\$ 1,800	\$ 5,280	\$ 8,140	\$ 8,036	\$ 31,620	\$ 660	\$ 300	\$ 225	\$ 1,720	\$ 2,160	\$ 2,640	\$ 11,760	\$ 4,602	\$ 8,928	\$ 11,424	\$ 38,000	\$ 3,825					
																						0.8%	2.7%	6.1%	6.7%	10.8%	0.5%	0.1%	0.1%	0.7%	1.5%	2.0%	9.9%	2.1%	5.9%	9.2%	32.9%	2.1%					
Sub Total = 1,210																																											
Contract Total = 1,210																																											
LABOR COST:																						\$ 1,800	\$ 5,280	\$ 8,140	\$ 8,036	\$ 31,620	\$ 660	\$ 300	\$ 225	\$ 1,720	\$ 2,160	\$ 2,640	\$ 11,760	\$ 4,602	\$ 8,928	\$ 11,424	\$ 38,000	\$ 3,825					
																						0.8%	2.7%	6.1%	6.7%	10.8%	0.5%	0.1%	0.1%	0.7%	1.5%	2.0%	9.9%	2.1%	5.9%	9.2%	32.9%	2.1%					

TIME AND MATERIALS EXPENSES:		Travel:	2400	miles	0.56	per mile	1344
	Mileage		72	night	96	per night	6912
	Lodging		80	days	59	per day	4720
	Per Diem						
	Misc. Expenses						
	GPS		280	hours	25	per hour	7000
	SX-10		8	hours	35	per hour	280
	Deed Copies		500	sheets	1	per sheet	500
	Ground Penetrating Radar		16	hours	40	per hour	640
	Environmental Supplies (paint, Flags, Lath)		24	days	25	per day	600
	SUE Field Tech - Mobilization		12	hours	95	per hour	1140
	SUE Equipment Package		300	hours	6	per hour	1800
	Traffic Control - Plan & Setups		1	each	18740.5	each	18740.5
	Mobile LIDAR		0.5	day	13000	per day	6500
TOTAL EXPENSES:							\$ 50,185.50
TOTAL PROJECT COST:							\$ 191,305.50

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	SHEETS/ UNITS	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR SURVEY TECH	SURVEY TECH	2 PERSON SURVEY CREW	FIELD COORDINATOR	Sub Total Hours	Hr/Unit	SAM Labor Cost
Hourly Rate:		\$ 180.00	\$160.00	\$110.00	\$98.00	\$155.00	\$105.00			
Surveying and Mapping, Inc. - Additional Services					Hours					
PROJECT MANAGEMENT (TIME & MATERIALS)										PM SUBTOTAL =
										\$ -
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)										PHASE I SUBTOTAL =
										\$ 34,650.00
1. ROW Mapping for Parcel Acquisition (Up to 10 Parcels)	0									
a. ROE Coordination	1		1	1	1			3	3	\$ 368.00
b. Records Research/Prepare ROW Basemap/Boundary Analysis	0	1	4	12	8			25		\$ 2,924.00
c. Locate Rear Property Corners	1		1	4	4	34		43	43	\$ 6,262.00
d. Prepare ROW Acquisition Documents (Up to 10 Parcels)	5	6	16	50	100			172	34.4	\$ 18,940.00
e. Set ROW Monumentation (Up to 30 pins, separate mobilization)	0		1	2	2	36		41		\$ 6,156.00
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)										PHASE II SUBTOTAL =
										\$ -
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)										PHASE III SUBTOTAL =
										\$ -
TOTALS HOURS:		7	23	69	115	70	0	Row Total = 284 Column Total = 284		
LABOR COST:		\$ 1,260	\$ 3,680	\$ 7,590	\$ 11,270	\$ 10,850	\$ -			\$ 34,650.00
		2.5%	8.1%	24.3%	40.5%	24.6%	0.0%			34650

TIME AND MATERIALS EXPENSES:										
Travel:										
					400	miles		\$0.56	per mile	\$224.00
					8	night		\$96.00	per night	\$768.00
					12	days		\$59.00	per day	\$708.00
Misc. Expenses										
					155	hours		\$25.00	per hour	\$3,875.00
						hours		\$35.00	per hour	\$0.00
					500	sheets		\$1.00	per sheet	\$500.00
						each		\$1,000.00	each	\$0.00
										\$0.00
TOTAL EXPENSES:										\$ 6,075
TOTAL PROJECT COST:										\$ 40,725.00

**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK	Hourly Rate:	SHEETS/ UNITS	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SR. ENGR. TECH.	ADMIN	Sub Total Hours	Hr/Unit	RKCI-Geo Labor Cost
			\$220.00	\$195.00	\$195.00	\$165.00	\$135.00	\$103.71	\$71.72			
Raba Kistner, Inc.												
PROJECT MANAGEMENT (TIME & MATERIALS)												
1. Overall Project Management (30 Months Anticipated)		30	6	3					3	12	0.4	\$ 2,120.16
										PM SUBTOTAL =		\$ 2,120.16
PHASE I - PRELIMINARY ENGINEERING (TIME & MATERIALS)												
4. Geotechnical Services		0								0	#DIV/0!	\$ -
i. Soil Boring Layout		1		1		2	6		1	10	10.0	\$ 1,406.72
ii. Stake Boring Locations and Utility Clearance		1					4	8		12	12.0	\$ 1,369.68
iii. Field Exploration and Sampling		1						30		30	30.0	\$ 3,111.30
iv. Pavement Design Analysis (Provide 3 Options)		3		3		8	18			29	9.7	\$ 4,335.00
v. Draft Pavement Report		1	1	4		8	18		4	35	35.0	\$ 5,036.88
vi. Review Comments and Finalize Pavement Report		1	1	4		4	8		4	21	21.0	\$ 3,026.88
										PHASE II SUBTOTAL =		\$ 84,849.44
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)												
1. Construction Plans		0								0		\$ -
6. Utility Coordination		1			416				52	468	468.0	\$ 84,849.44
										PHASE III SUBTOTAL =		\$ -
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)												
		TOTALS HOURS:								Row Total = 617.0 Column Total = 617.0		
		LABOR COST:	\$ 1,760	\$ 2,925	\$ 81,120	\$ 3,630	\$ 7,290	\$ 3,941	\$ 4,590			\$ 105,256.06
			1.3%	2.4%	67.4%	3.6%	8.8%	6.2%	10.4%			\$ 105,256.06

TIME AND MATERIALS EXPENSES:												
8 x 15 ft borings and 2 x 25 ft boring												
FIELD OPERATIONS												
						1	units			\$495.00	each	\$495.00
						190	ft			\$19.50	ft	\$3,705.00
						7	units			\$20.00	each	\$140.00
						12	units			\$100.00	each	\$1,200.00
						40	bags			\$14.00	bag	\$560.00
						12	units			\$40.00	each	\$480.00
						12	hrs			\$200.00	hr	\$2,400.00
LABORATORY TESTING												
						36	units			\$105.00	each	\$3,780.00
						84	units			\$15.00	each	\$1,260.00
						36	units			\$98.00	each	\$3,528.00
						12	units			\$41.00	each	\$492.00
						24	units			\$100.00	each	\$2,400.00
						1	units			\$295.00	each	\$295.00
						1	units			\$1,200.00	each	\$1,200.00
						1	units			\$410.00	each	\$410.00
TOTAL EXPENSES:											\$ 22,345.00	

OTHER DIRECT EXPENSES:												
						3	days			\$2,500.00	day	\$7,500.00
						480	miles			\$0.56	mile	\$268.80
TOTAL OTHER DIRECT EXPENSES:											\$ 7,768.80	

TOTAL PROJECT COST:											\$ 135,369.86
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**City of Killeen - Watercrest Road Reconstruction
Exhibit B - Budget Summary**

TASK Hourly Rate:	SHEETS/ UNITS	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SR. ENG. TECH.	Sub Total Hours	Hr/Unit	ASI Labor Cost
		\$ 275.00	\$215.00	\$195.00	\$160.00	\$130.00	\$105.00			
PROJECT MANAGEMENT (TIME & MATERIALS)								PM SUBTOTAL =		\$ 3,870.00
1. Overall Project Management (30 Months Anticipated)	30		18					18	0.6	\$ 3,870.00
PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS)								PHASE I SUBTOTAL =		\$ -
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)								PHASE II SUBTOTAL =		\$ 15,800.00
Construction Plans (Additional Services)										
a. HAWK SIGNAL PLANS										\$ -
a.i. GENERAL NOTES	4			2	4	20	2	28	7.0	\$ 3,840.00
a.ii. SUMMARY OF QUANTITIES	1			1	2	8	4	15	15.0	\$ 1,975.00
a.iii. CONDITION DIAGRAM SHEET	1			1	2	4	4	11	11.0	\$ 1,455.00
a.iv. HAWK SIGNAL PLAN SHEET	1	3		8	14	14	8	47	47.0	\$ 7,285.00
a.v. HAWK SIGNAL DETAIL SHEETS	19			1	2	4	2	9	0.5	\$ 1,245.00
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)								PHASE III SUBTOTAL =		\$ 2,365.00
1. Construction Phase Services										
a. Pre-Construction Conference (1 meeting)	1		1	1				2	2.0	\$ 410.00
b. Progress Meetings and Site Visits (12 meetings/visits total)	26			2	4			6	0.2	\$ 1,030.00
c. Submittal Reviews (2 reviews)	20			1				1	0.1	\$ 195.00
d. RFI Response (4 RFI responses)	10			1				1	0.1	\$ 195.00
g. Record Drawings	1			1			2	4	4.0	\$ 535.00
TOTALS HOURS:		3	19	19	28	51	22	Row Total = 142.0		
LABOR COST:		\$ 825	\$ 4,085	\$ 3,705	\$ 4,480	\$ 6,630	\$ 2,310	Row Total = 142.0		\$ 22,035.00
		2.1%	13.4%	13.4%	19.7%	35.9%	15.5%			\$ 22,035.00

TIME AND MATERIALS EXPENSES:										
		Travel:								
		Mileage		547 miles		\$0.56 per mile				\$306.32
		Copies:								
		Reproduction				\$0.20 per copy				
		Media (mylar)				\$1.50 per sheet				
		Misc Expenses:								
		Additional intersection counts				\$1.00 LS				
		Express delivery		each		\$20.00 per each				
TOTAL EXPENSES:										\$ 306.32
TOTAL PROJECT COST:										\$ 22,341.32

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDC No. 1910-1 (1996 Edition)
Revised by City of Killeen 3/03/04

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

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345 East 47th Street, New York, NY 10017

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the CITY OF KILLEEN (“OWNER”) and K Friese + Associates, Inc. (KFA) (“ENGINEER”) for providing professional engineering services related to the design and construction of the Willow Springs & Watercrest Road Reconstruction (“Projects”) located in the City of Killeen, Texas.

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

Provide Engineering Services as described in Exhibit A of this contract in the amount of \$ 1,902,976.86

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities, and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent

ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any

Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at

the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In

the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.

F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER’s officers, directors, partners, employees, and OWNER’s consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, “Allocation of Risks,” if any.

6.11 Notices

1. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

1. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

1. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

1. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it

affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

1. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to:

(i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants,

subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the

performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 20 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

This is **EXHIBIT A**, consisting of 23 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A. ENGINEER shall:

1. Provide the necessary engineering and technical services for the development of plans, specifications, and estimates (PS&E) for the reconstruction of Willow Springs Road from Trenton Avenue to Westwood Drive, a distance of approximately 4,600 feet. KFA will conduct a traffic study to determine the appropriate number of lanes for the roadway, proper lane assignments, and traffic controls at intersections. Upon approval of the traffic study, KFA will provide the necessary engineering and technical services for the development of the project. KFA will also provide construction phase services as described in the Phase III tasks. The plans will include reconstruction of the roadway within the existing right of way (ROW) wherever possible. A limited amount of ROW acquisition will be considered. The plans will incorporate intersection improvements at Watercrest Road. The design will include five-foot wide sidewalks on both sides of Willow Springs Road and pedestrian ramps at all intersections. Sidewalks will extend beyond the northern project limits to provide a continuous path to the existing sidewalks at the West Central Texas Expressway (IH 14).
2. In addition, provide the necessary engineering and technical services for the development of plans, specifications, and estimates (PS&E) for the reconstruction of Watercrest Road from Willow Springs Road to Clear Creek Road, a distance of approximately 11,290 feet. KFA will provide the necessary engineering and technical services for the development of the project as described in the Phase I and Phase II tasks. KFA will also provide construction phase services as described in the Phase III tasks. The plans will include reconstruction of the roadway within the existing right of way (ROW) wherever possible. A limited amount of ROW acquisition will be considered. The design will include five-foot wide sidewalks on the south side of Watercrest Road and pedestrian ramps at all intersections.
3. KFA will perform design services related to the design and plan production for these projects in accordance with the latest available City of Killeen requirements, Standard Details and Specifications. Special details and specifications will be developed for the project when necessary.

PROJECT MANAGEMENT:

1. Overall Project Management – KFA will conduct internal meetings, schedule work, and coordinate on an ongoing basis with the City and project team. This task includes coordinating with subconsultants on field work, work products, and deliverables. This task also includes monthly invoicing and progress reports, monthly meetings with the City, and monthly updates to the project schedule.
2. City of Killeen Meetings – Meetings will be conducted with the City as shown in the project schedule and after each submittal to discuss the City's comments. Four (4) virtual meetings have been assumed prior to the 30% submittal to review the Traffic Study and pavement recommendations and one in-person meeting following

each of the 30%, 60%, and 90% PS&E submittals (seven (7) total meetings). Time is included in this task for meeting preparation and documentation of the meetings. Agendas will be distributed 24-hours in advance of each meeting and minutes will be distributed within 3 business days following each meeting.

3. City Council Updates – City staff will update City Council on the progress of the project. KFA will assist with the preparation of exhibits. Ten (10) exhibits are included for budgeting purposes.

PHASE I – PRELIMINARY PLANS:

Design Survey & ROW Mapping – Surveying and Mapping, LLC (SAM) will provide topographic and ROW Mapping services from IH 14 to Westwood Drive.

1. Project Control - SAM shall establish horizontal & vertical control including a minimum of 6 points within the survey project limits along the existing corridor. The survey control points (5/8" iron rods with aluminum caps set in concrete) will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the Client. Elevations will be derived from GPS observations using Geoid 2012B model. SAM shall prepare 11"x17" survey control sheets, signed & sealed by an RPLS.
2. Right of Entry Coordination - SAM shall attempt to obtain right of entry (ROE) for up to ten (10) affected properties including preparing a ROE spreadsheet with ownership information and mailing out ROE letters to the property owners for the purposes of completing the design survey. SAM anticipates that the City of Killeen will facilitate the resolution of any refusals to grant ROE and/or communication with landowners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with landowners while performing the work. Gaining ROE from all landowners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.
3. Topographic Survey - SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping, roadway signs including text/symbol, top and bottom of drainage ditches, storm sewer sizes and flowline (invert) elevations, sidewalk, fences (with types), guardrails, mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities, and visible evidence of underground utilities only. Survey data will extend for 50' along all side streets. SAM will locate all pavement boring (estimated at ten (12)).
4. Cross Sections - SAM shall collect cross section data for the concrete channels that run to the east of the roadway to an unnamed tributary to Nolan Creek. Four channels are included (225' south of Armadillo Dr., near Armadillo Dr., Cactus Dr., and Hemlock Dr.) The cross sections shall be collected at 50-foot intervals and will extend 15 feet past the top of bank. At least three cross sections will be taken per channel.
Watercrest Project- SAM shall collect cross section data for three (3) natural channels adjacent to the project corridor. The cross sections shall be collected at each ROW line and one 200' up and downstream for a total of 4 sections at each crossing.
5. Tree Survey - SAM shall locate all trees greater than 4 inches in diameter and identify their species within the proposed project limits. Trees will be used for 2D location purposes only and will not be included in the overall 3D DTM.

Survey Project Deliverables:

- 2D Planimetric & 3D DTM (MicroStation V8i)
- TIN file

- 1-Foot Contour map in MicroStation V8i DGN format
 - PDF Field Book Copies
 - ASCII file of points
 - 11"x17" survey control sheets, signed & sealed by an RPLS (PDF format)
 - 2D file depicting the results of the tree survey (MicroStation V8i)
 - Tree List (Excel Format)
- 6 Right of Way Survey - Records Research and Deed Study: Upon notice to proceed, SAM will conduct research in the Bell County Appraisal District offices to confirm property ownership for the properties along the project corridor. Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records.

Field Surveys: SAM will recover monuments marking the existing ROW lines (if any) and the front corners of the properties and will tie to the project control.

Boundary Analysis: Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the approximate side property lines of each of the subject properties will be determined by SAM.

The ROW survey shall delineate the limits of the existing ROW and depict approximate side property lines with current ownership according to the Bell County Appraisal District. The side property lines depicted will be approximate and will be based solely upon front property corners and record information from existing subdivision plats.

SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing right of way within the project limits will be labeled with the owner's name and deed recordation information.

ROW Survey Project Deliverables:

- 2D ROW Base Map (MicroStation V8i)
 - Reference Deeds and Plats (PDF Format)
 - PDF Field Book copies
 - ASCII file of points
- 7 Supplemental ROW Mapping As Needed (Up to 10 Parcels)
Records Research and Deed Study: Upon notice to proceed, SAM will conduct research in the Bell County Appraisal District offices to confirm property ownership for the up to 10 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. No additional research shall be conducted as part of this scope of services.

Field Surveys: SAM will recover the corner or angle point monuments nearest to the proposed ROW on the sideline of each of the subject properties and these corners will be tied to the project control after ROE has been granted.

Boundary Analysis: Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by SAM.

Preparation of Documents: Documents will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW. Final ROW documents shall be submitted later once review comments have been received from the City.

- Utilizing the boundary surveys performed by SAM and the proposed ROW line location provided by the Client, SAM will compute the boundaries of the ROW parcels for each of the subject properties.
- SAM will draft plats for the 10 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
- SAM will prepare a field note (metes and bounds) description for each of the 10 parcels. A closure computation will be prepared for each of the descriptions.
- To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to ROW plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made, and corrections completed.
- All of the above-described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the City for a one-time review. Upon the completion of review of all ROW survey documents, SAM will make necessary corrections. The final ROW documents will then be delivered to the Client.

Monumentation: 5/8-inch iron rod with "SAM" plastic caps will be set at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way line (up to 30 total).

8. Subsurface Utility Engineering (SUE) – Surveying and Mapping, LLC (SAM):
 SUE services will include QL"D" through QL"B" SUE to support the design of Willow Springs Road in Killeen, Texas. The limits of the SUE investigation are from Trenton Avenue to Westwood Drive. SAM will attempt to designate the following utilities within this area: potable water, reclaimed water, natural gas and crude product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, and wastewater. Additionally, SAM will complete an inventory of overhead utilities. Irrigation lines, utility service lines, and storm drain lines are excluded from this scope of work. Existing utility layouts will be prepared on 11"x17" sheets and CADD linework will be referenced into applicable design plans.

SAM Procedures:

Quality Service Level D (QL-D) – Collect existing utility records information

(as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. These utilities could include electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems.

- SAM will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, Texas One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of designating geophysical equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an "unknown" utility as required by ASCE CI 38- 02.

Quality Service Level C (QL-C) – SAM survey crew will provide this service consisting of field surveying to obtain accurate horizontal position of visible utility surface features associated with the underground utility systems located within the project limits.

Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities) – Designating is to indicate, by marking with paint, the presence, and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide QL-B within the project limits as previously stated.
- Provide all equipment, personnel, and supplies required for performing toning services. SAM shall determine which equipment, personnel, and supplies are required to perform these toning services.
- Designate the existing underground utilities, which may consist of water, wastewater, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground to be surveyed.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information.

ASSUMPTIONS:

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- In the event that access to or through adjoining property is required to complete this scope, The City of Killeen will coordinate and arrange access.
- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities, rail lines or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. The use of any information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.
- Non-metallic piping, inactive electric and/or communication lines may or may not be found by electromagnetic, sonic or acoustical designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.
- If able, the Client will provide a DGN or DWG electronic file of recent 2D planimetric mapping showing the existing right-of-way and/or easements, etc. and/or limits of the subsurface utility information to be collected. This file will be used as background information and as part of our deliverables to the Client for this project.
- If able, The Client will provide SAM with any available utility records and associated profile drawings as well as all available historic imagery and drawings associated with the sites to be investigated.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours. It is assumed that the project area will be accessible for a minimum of 10 hours per day, six days a week, with limited interruptions.
- SAM assumes that we will have access to all utility related structures within and immediately adjacent to the work area.
- SAM cannot guarantee that a utility will be found at Quality Level D test hole locations. Reliable EM and Radio signals cannot always be produced in the field on QL-D utility information.
- SAM will be notified, prior to coming to Project of any special requirements for access and the performance of the work.
- It is assumed that traffic control setups will be required during the QL-B portion of the work. Electronic

Files should be structured for immediate reproduction of the hard copy contents.

Any Additional Services require written authorization prior to the start of work. This proposal does not include any QL-A test hole work. However, if test holes are needed, SAM will submit a separate scope and fee for this portion of the work.

QL “A” – Locating:

SAM will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, SAM will follow the QL“B” – Designating procedures described above to layout each test hole location. Once each utility is located vertically, SAM will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. SAM assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

SAM will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flag persons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, SAM will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 10 feet, is considered beyond the scope of this proposal.

Below are some general assumptions in regard to performance of QL-A test hole activities:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
 - Right-Of-Way (ROW) permits from the City of Killeen will be required. SAM will obtain all required City of Killeen permits and ensure that coordination and compliance with the City of Killeen is provided. It is assumed any required permits will be provided at no cost to SAM.
 - Designed traffic control plans will not be required. It is assumed that Texas Department of Transportation standard traffic control details will be utilized.
 - Non-routine traffic control measures will be required. SAM will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
 - The coring of pavement will not be required.
 - SUE will be provided from ROW to ROW on Willow Springs Road. Electronic Files should be structured for immediate reproduction of the hard copy report.
9. Develop preliminary design - Upon approval from the City, KFA will prepare preliminary plans of sufficient detail to conform direction for the project footprint displaying the number of lanes, sidewalk locations and width, proposed ROW locations, and all necessary easements. KFA will produce the following documents representing a preliminary level of design:
- a. Design Summary Report (DSR) – KFA will prepare a Design Summary Report in TxDOT or other City preferred format documenting all design criteria for the project.
 - b. Roll Plots – KFA will prepare two (2) roll plots reflecting a preliminary level of design. One roll plot will include:
 - Horizontal Alignment
 - Vertical Profile
 - Top of curb profiles
 - Sidewalks
 - Existing property lines and Proposed ROW
 - Locations of major drainage crossings and outfalls
 - Drainage trunk lines

- Roadway Typical Sections

The second roll plot will show a preliminary sequence of construction to determine the required number of phases.

- c. Drainage Technical Memorandum – KFA will prepare a drainage memorandum to summarize the general drainage requirements for the project. KFA will use Atlas 14 rainfall data to prepare the drainage design. The memorandum will summarize:
 - Existing and proposed drainage flows
 - Required storm sewer trunk lines and sizes for the proposed condition
 - Required structures for drainage crossings

10. Geotechnical Services – Raba Kistner, Inc. (RKI) will perform geotechnical services for the roadway that will require pavement design recommendations. This task includes drilling ten (10) pavement borings (approximately 500 ft spacing) to 15 ft below existing ground surface, except for the boring located near the intersection of Willow Springs Road and Watercrest Road which will extend to 25 ft below existing ground surface in the event new traffic signals are considered. Dynamic Cone Penetrometer (DCP) tests will be performed adjacent to each boring location and extend to a maximum depth of 24 in. below existing ground surface.

Watercrest Project- Raba Kistner, Inc. (RKI) will perform geotechnical services for the roadway that will require pavement design recommendations. This task includes drilling twelve (12) pavement borings (approximately 1000 ft spacing) to 15 ft below existing ground surface, except for the boring located near the potential future pedestrian crossing which will extend to 25 ft below existing ground surface in the event new traffic signals are considered. Dynamic Cone Penetrometer (DCP) tests will be performed adjacent to each boring location and extend to a maximum depth of 24 in. below existing ground surface.

RKI will perform the following RKI will perform the following:

- Develop soil boring layout for approval from KFA prior to mobilization.
- Perform a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs, plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, general earthwork recommendations, swell potential evaluations, pavement thickness design alternatives with subgrade stabilization, and PVR calculations.
- Stake borings in the field utilizing tape and right-angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment); perform laboratory testing to characterize soils and provide pavement design recommendations for the proposed re-alignment. Upon completion, the boreholes will survey and included in the project design topo.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, sulfate testing, particle size analysis tests, visual classification, dry density, Triaxial Compression of Disturbed Soil (Tex-117-E), and Lime Series (Tex-121-E Part III).
- Prepare (3) pavement design options. All pavement design analyses will be performed with TxDOT software FPS-21, unless otherwise approved by the City.
- RKI will prepare a Draft Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing.
- RKI has also assumed that the borings can be drilled during the day, right-of-entry is provided, no site work is needed to access the boring locations, and that all boring locations will be accessible to a truck-mounted drill rig.

11. Environmental – No environmental tasks are included in the Scope of Work.

12.. Existing Peak Hour Traffic Study – DKS Associates (DKS) will conduct a traffic study of the Willow Springs Road corridor to produce the following elements:

- a. Obtain existing traffic signal plans, lane configurations, and other roadway information as needed for input into the traffic study
- b. Traffic data collection – DKS will obtain existing count data from the TxDOT Statewide Traffic Analysis and Reporting System (STARS II) and assess what additional traffic counts are needed
- c. The City will provide 15 minute turning movement data for the Willow Springs Road and Watercrest Road intersection.
- d. DKS will conduct an existing conditions peak hour traffic capacity analysis of the Willow Springs Road corridor from Trenton Ave. to Westwood Drive.
- e. DKS will prepare a forecast of at least 10 years using the KTMPO model and population/employment forecasts for the area.
- f. DKS will conduct a forecast conditions peak hour traffic capacity analysis of the Willow Springs Road corridor from Trenton Ave. to Westwood Drive.
- g. DKS will prepare a Traffic Analysis Memo detailing results of the Willow Springs Road traffic study, including:
 - i. Traffic count estimates and analysis
 - ii. Forecast traffic conditions and analysis
 - iii. Output worksheets and resulting performance data
 - iv. Turning movement diagrams
 - v. Recommended lane configurations and turn bay lengths

PHASE II – PS&E DESIGN & BID PHASE:

1. Construction Plans - KFA will produce the following sheets (11” x 17” Full-Size) as appropriate for the selected two-lane roadway design. QA/QC is included in each sheet task. KFA will submit PS&E progress submittals at the 30%, 60%, 90%, and Final phases of design. The anticipated plan sheets are summarized below. Each submittal will consist of the following:

30% Submittal:

- Two (2) paper copies and electronic (pdf) of the 30% plans
- Responses to Phase I review comments
- Opinion of Probable Construction Cost
- Updated Project Design Schedule
- Draft ROW parcel documents
- Design exception request documentation

60% Submittal:

- Two (2) paper copies and electronic (pdf) of the 60% plans
- Responses to 30% review comments
- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Updated Project Design Schedule
- Draft ROW parcel documents
- Design exception request documentation

90% Submittal:

- Two (2) paper copies and electronic (pdf) of the 90% plans
- Responses to 60% review comments
- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Updated Project Design Schedule
- Draft Project Manual
- Draft SWPPP
- Updated design exception request documentation

Final Submittal:

- Two (2) original signed and sealed paper copies and electronic (pdf) of the Final Construction plans
- Two (2) original Project Manuals and Bid Documents and electronic (pdf) for advertisement and letting
- Responses to 90% review comments
- Final Opinion of Probable Construction Cost
- Final Construction Schedule
- Final Project Design Schedule
- Final SWPPP (2 originals)
- Final design exception request documentation

i. MISCELLANEOUS PLANS

- i. TITLE SHEET (1 Sheet)
- ii. INDEX OF SHEETS (1 Sheet)
- iii. QUANTITY/SUMMARY SHEETS (6 Sheets) –
 - Roadway Quantities
 - Summary of Drainage and Erosion Controls
 - Summary of Pavement Markings and Traffic Controls
 - Summary of Small Signs
 - Summary of Traffic Signals
- iv. GENERAL NOTES (4 Sheets)
- v. HORIZONTAL ALIGNMENT DATA (1 Sheet)
- vi. SURVEY CONTROL (1 Sheet)
- vii. UTILITY LAYOUT SHEETS (5 Sheets)
- viii. TYPICAL SECTIONS (4 Sheets) – Existing and proposed typical sections containing:
 - Width of travel lanes and directional arrows
 - Curbs-and-gutters
 - Curb offsets
 - Border width
 - ROW Width
 - Centerline
 - Profile Grade Line
 - Pavement structure (detailed layers based on Geotechnical Report)
 - Side slopes and front slopes as needed

- Sodding/seeding limits
 - Station limits
 - Sidewalks
- ix. PROJECT LAYOUT SHEET (1 Sheet) – 1”=500’ to clearly indicate the limits of the entire project
- x. ROADWAY REMOVAL SHEETS (5 Sheets) – At 1”=50’ double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions

Watercrest Project- MISC PLANS:

- i. TITLE SHEET (1 Sheet)
- ii. INDEX OF SHEETS (1 Sheet)
- iii. QUANTITY/SUMMARY SHEETS (6 Sheets) –
- Roadway Quantities
 - Summary of Drainage and Erosion Controls
 - Summary of Pavement Markings and Traffic Controls
 - Summary of Small Signs
 - Summary of Traffic Signals
- iv. GENERAL NOTES (6 Sheets)
- v. HORIZONTAL ALIGNMENT DATA (1 Sheet)
- vi. SURVEY CONTROL (2 Sheets)
- vii. UTILITY LAYOUT SHEETS (10 Sheets)
- viii. TYPICAL SECTIONS (4 Sheets) – Existing and proposed typical sections containing:
- Width of travel lanes and directional arrows
 - Curbs-and-gutters
 - Curb offsets
 - Border width
 - ROW Width
 - Centerline
 - Profile Grade Line
 - Pavement structure (detailed layers based on Geotechnical Report)
 - Side slopes and front slopes as needed
 - Sodding/seeding limits
 - Station limits
 - Sidewalks
- ix. PROJECT LAYOUT SHEET (1 Sheet) – 1”=500’ to clearly indicate the limits of the entire project
- x. ROADWAY REMOVAL SHEETS (10 Sheets) – At 1”=50’ double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions

ii. ROADWAY PLANS & GEOMETRY

1. ROADWAY PLAN AND PROFILE SHEETS (10 Sheets) – 1”=50’ H and 1”=10’ V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the project.
2. INTERSECTION LAYOUT SHEETS (11 Sheets) – 1”=30’ scale with spot elevations and proposed grading for the intersections.

The following intersections will be developed, one per sheet:

- Willow Springs Rd at Wheeler Ave
- Willow Springs Rd at Cascade Dr
- Willow Springs Rd at Corona Dr.
- Willow Springs Rd at Watercrest Rd
- Willow Springs Rd at Fieldstone Dr
- Willow Springs Rd at Westwood Dr
- Willow Springs Rd at Armadillo Dr

The following intersections will be combined, two per sheet:

- Willow Springs Rd at Trenton Ave and at Hinkle Ave
- Willow Springs Rd at Newton Dr and at Hemlock Dr
- Willow Springs Rd at Woodlands Dr and at Bluebonnet Dr
- Willow Springs Rd at Cactus Dr and at Windmill Dr

iii. DRIVEWAY PLAN AND PROFILE SHEETS (26 Sheets)

- Estimated fifty-one driveways at two per sheet.

c. GRADING AND DETAILS

- CROSS-SECTIONS – (48 Sheets) KFA will complete design cross-sections at 50-foot station intervals and other locations as necessary for the determination of cut and fill quantities and to further refine the design vertical geometry.
- ROADWAY DETAILS (6 Sheets) – KFA will include miscellaneous detail sheets for the project using applicable standard City of Killeen or TxDOT details. KFA will prepare any required revisions to applicable standards necessary for the project.

d. DRAINAGE PLANS – KFA will obtain current hydrologic and hydraulic as- built drawings, models, 1-foot LiDAR data, and associated data from the responsible government agencies. The hydrologic and hydraulic analyses will be based on the City of Killeen’s criteria including the use of the latest Atlas-14 rainfall data.

i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS (2 Sheets)

ii. ONSITE DRAINAGE AREA MAPS (10 Sheets)

iii. DRAINAGE HYDROGLOGIC AND HYDRAULIC CALCULATIONS (4 Sheets)

iv. STORM SEWER PLAN & PROFILE SHEETS (1”=50’ H and 1”=10’ V, 10 Sheets)(assumed from new Storm Sewer from Watercrest Rd to Westwood Dr)

v. STORM SEWER HYDRAULIC CALCULATIONS (6 Sheets)

vi. DRAINAGE DETAIL SHEETS (4 Sheets)

vii. DRAINAGE STANDARDS (10 Sheets)

- e. TRAFFIC CONTROL PLANS
 - i. TRAFFIC CONTROL PLAN NARRATIVE SHEET (1 Sheet)
 - ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS (30 Sheets)
 - iii. TRAFFIC CONTROL PLAN STANDARDS (15 Sheets)

- f. SIGNING AND PAVEMENT MARKING
 - i. SIGNING AND PAVEMENT MARKING LAYOUTS (10 Sheets)
 - ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS (6 Sheets)

- g. TRAFFIC SIGNAL PLANS –WILLOW SPRINGS ROAD AT WATERCREST ROAD
 - i. GENERAL NOTES (Up to 5 Sheets)
 - ii. SUMMARY OF QUANTITIES (1 Sheet)
 - iii. CONDITION DIAGRAM SHEET (1 Sheet)
 - iv. TEMPORARY SIGNAL PLAN
 - v. SIGNAL REMOVAL PLAN (1 Sheet)
 - vi. TRAFFIC SIGNAL PLAN SHEET – WILLOW SPRINGS / WATERCREST (1 Sheet).
 - vii. TRAFFIC SIGNAL DETECTION SHEET (1 Sheet)
 - viii. TRAFFIC SIGNAL DETAIL SHEETS (19 Sheets)
 - ix. SIGNAL CONTROLLER PROGRAMMING

- h. EROSION CONTROL SHEETS
 - i. STORMWATER POLLUTION PREVENTION PLAN (1 Sheet)
 - ii. EROSION CONTROL PLAN SHEETS (10 Sheets)
 - iii. EROSION CONTROL STANDARD SHEETS (6 Sheets)

Watercrest Roadway Plans and Geometry:

- i. ROADWAY PLAN AND PROFILE SHEETS (20 Sheets) – 1”=50’ H and 1”=10’ V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the project.
- ii. INTERSECTION LAYOUT SHEETS (9 Sheets) – 1”=30’ scale with spot elevations and proposed grading for the intersections.

The following intersections will be developed, one per sheet:

- Watercrest Rd at Roadrunner Dr and at Windsor Circle (combined single layout due to proximity)
- Watercrest Rd at Robinett Rd

The following intersections will be combined, two per sheet:

- Watercrest Rd at Quail Circle and at Wales Dr
- Watercrest Rd at Westway Dr and at Prestige Loop (E)
- Watercrest Rd at Prestige Loop (W) and at Cody Poe Rd
- Watercrest Rd at Waterfall Dr and at Lakeridge Dr
- Watercrest Rd at Lakecrest Dr and at Roberts Rd
- Watercrest Rd at Windfield Dr and at Fox Glove Lane

- Watercrest Rd at Bachelor Button Blvd and at Foley Dr

The intersections of Watercrest Rd at Willow Springs Rd and at S. Clear Creek Rd (SH 201) are outside the limits of this project.

iii. DRIVEWAY DETAIL SHEET (1 Sheet)

- An estimated thirteen (13) driveways will be dimensioned in a table.
- The table and associated detail layout will include the driveway material, width, length, radii, and slope(s).
- Driveways will be designed to accommodate sidewalks and be compliant with ADA requirements.

c. GRADING AND DETAILS

- CROSS-SECTIONS – (96 Sheets) KFA will complete design cross-sections at 50-foot station intervals and other locations as necessary for the determination of cut and fill quantities and to further refine the design vertical geometry. Cross Sections will be developed at each driveway.
- ROADWAY DETAILS (6 Sheets) – KFA will include miscellaneous detail sheets for the project using applicable standard City of Killeen or TxDOT details. KFA will prepare any required revisions to applicable standards necessary for the project.

d. DRAINAGE PLANS – KFA will obtain current hydrologic and hydraulic as-built drawings, models, 1-foot LiDAR data, and associated data from the responsible government agencies. The hydrologic and hydraulic analyses will be based on the City of Killeen’s criteria including the use of the latest Atlas-14 rainfall data.

- i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS (4 Sheets)
- ii. ONSITE DRAINAGE AREA MAPS (20 Sheets)
- iii. DRAINAGE HYDROGLOGIC AND HYDRAULIC CALCULATIONS (8 Sheets)
- iv. CULVERT LAYOUTS (2 Sheets)
- v. STORM SEWER PLAN & PROFILE SHEETS (1”=50’ H and 1”=10’ V, 20 Sheets)(assumed from new Storm Sewer from Clear Creek Rd to Willow Springs Dr)
- vi. STORM SEWER HYDRAULIC CALCULATIONS (8 Sheets)
- vii. DRAINAGE DETAIL SHEETS (4 Sheets)
- viii. DRAINAGE STANDARDS (10 Sheets)

e. TRAFFIC CONTROL PLANS

- i. TRAFFIC CONTROL PLAN NARRATIVE SHEET (1 Sheet)
- ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS (40 Sheets)
- iii. TRAFFIC CONTROL PLAN STANDARDS (15 Sheets)

f. SIGNING AND PAVEMENT MARKING

- i. SIGNING AND PAVEMENT MARKING LAYOUTS (20 Sheets)
- ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS (6 Sheets)

g. EROSION CONTROL SHEETS

- i. STORMWATER POLLUTION PREVENTION PLAN (1 Sheet)
- ii. EROSION CONTROL PLAN SHEETS (10 Sheets)
- iii. EROSION CONTROL STANDARD SHEETS (6 Sheets)

Additional Services

- a. HAWK SIGNAL PLANS (if requested by the City)
 - i. GENERAL NOTES (Up to 4 Sheets)
 - ii. SUMMARY OF QUANTITIES (1 Sheet)
 - iii. CONDITION DIAGRAM SHEET (1 Sheet)
 - iv. HAWK SIGNAL PLAN SHEET – WATERCREST DR (1 Sheet)
 - v. HAWK SIGNAL DETAIL SHEETS (Up to 19 Sheets)
2. Opinion of Probable Construction Cost – KFA will prepare and submit an engineer’s opinion of probable construction cost utilizing calculated quantities, City of Killeen and TxDOT Waco District Average unit prices in Microsoft Excel and pdf format at the 30%, 60%, 90%, and Final submittals to the City.
3. Construction Schedule – KFA will prepare and submit a construction schedule utilizing the Critical Path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available project rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days. Updated construction schedules will be submitted at the 30%, 60%, 90%, and Final submittals. Schedules will be submitted in Microsoft Project and PDF formats.
4. Contract Documents – KFA will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions, and any other information required for complete construction of the Project. The CITY will provide the front-end documents for use by KFA. Documents will be provided in PDF format with the Table of contents linked to the document text and some forms will be made fillable.
5. Permitting - For purposes of this proposal, it is assumed that the final roadway and utility design will require the following permits:
 - a. TCEQ NPDES – A Contractor and Owner NOI will be prepared in conjunction with the SWPPP plans. The SWPPP will be provided to the Contractor awarded the project.
 - b. TDLR (TAS) Review – KFA will prepare and submit the required documentation for a review and approval of the pedestrian facilities in accordance with TDLR/TAS regulations.
6. Utility Coordination – RKI will perform limited UC services for this project to assist the City in facilitating the accommodation of existing utilities. RKI’s coordination scope will be limited to the following activities on the project:
 - a. Schedule and hold a Utility Kick off meeting with all utility owners (UOs), the City and any other stakeholders with interest in the project. RKI, with the approval of the City, will provide the invite, agenda, exhibits, run the meeting, and submit meeting minutes with an attendance list. It is assumed that utility contact information will be provided by the City and/or the GEC.
 - b. Utility Conflict Matrix – RKI will provide a Utility Tracking Report (matrix) at the 30%, 60%, 90%, and 100% submittals. The Utility Tracking Report will include the following information as applicable:
 - Owner of the facility, including the facility address and name and telephone number of the contact person at the facility.
 - Location of conflict, identified by station and offset.
 - Type of facility
 - Effect on construction.

- Type of adjustment required.
- Critical path item? Yes or no.
- Consideration of shared duct bank.

7. **Bid & Award** – KFA will assist the City of Killeen with contract administration during the bid phase of the project.
- a. Bid Solicitation – KFA will coordinate with the City of Killeen to publish the Invitation for Bid and bidding documents on Civcast.
 - b. Pre-Bid Conference – KFA will attend the pre-bid conference, document any questions and responses provided at the meeting, and issue a follow-up addendum if necessary.
 - c. Addenda Preparation – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance. One (1) addendum has been assumed for budgeting purposes.
 - d. Bid Opening and Review – KFA will attend the public bid opening, tabulate the bids, and perform a review of the bid tabulation and Contractor’s qualifications. KFA will issue a Recommendation for Award based on the lowest responsive bidder within five (5) business days.
 - e. Contract Award – Following award of the Contract by the City, KFA will assemble the necessary Contract Documents and coordinate with the Contractor and City for execution.
 - f. Conforming Documents – Addenda items will be incorporated into a set of “conformed” documents. We have included one (1) set of conformed documents to be issued for construction.

PHASE III – CONSTRUCTION PHASE SERVICES:

- c. Construction Phase Services – KFA will assist the City of Killeen with contract administration during the construction phase of the project. We understand the City of Killeen will provide required construction inspection services and have assumed that the construction duration will be approximately sixteen (16) months. KFA’s services will include:
 - a. Pre-Construction Conference – KFA will attend a pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes.
 - b. Progress Meetings and Site Visits – KFA will attend monthly construction meetings with the City, Contractor, and other parties as appropriate, including preparing the meeting minutes. KFA will visit the site and conduct construction meetings approximately once a month and as needed when construction is in progress to verify that the work is generally in conformance with the plans and specifications. For budgeting purposes, we have assumed twenty-six (26) meetings/site visits.
 - c. Submittal Review – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes, we have assumed twenty (20) submittal reviews.
 - d. Requests for Information (RFIs) – KFA will provide answers to requests for information (RFI’s) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Ten (10) RFI’s have been assumed.
 - e. Preparation of Change Orders. KFA will provide answers, sheet revisions, and revisions to anticipated construction costs for Change Order requests from the City. Four (4) change orders (not due to errors & omissions) have been assumed.
 - f. Contract Close-out. KFA will attend a final project walk-thru, document “punch list items”, and issue an Engineer’s Concurrence for Project Acceptance letter. KFA will also notify TCEQ and other jurisdictional agencies of project completion.

- g. Record Drawings. KFA will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Killeen with one set of reproducible record drawings and provide one set of record drawings in .pdf format.

ASSUMPTIONS MADE FOR THIS PROPOSAL

1. Environmental Services are not included in this scope.
2. Traffic Signal Warrants are not included in this scope.
3. Utility relocation design and construction are not included with this proposal.
4. Permit review fees, including TDLR, are not included in this proposal.
5. Illumination, except luminaires included on the traffic signal poles, is not included with this proposal.
6. It is assumed that the project will not require retaining walls.
7. This scope of work assumes local funding only. Any studies, field visits, or other activities requested by CLIENT or other parties that are not included in this proposal are excluded from this scope of work.
8. Construction Materials Testing and inspection is not included in this scope.

In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bid Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bid Documents have been issued, conduct the pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bid Documents.
3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bid Documents.
4. Conduct the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work in which in ENGINEER's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER 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 Contract Documents.
7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract

Documents. ENGINEER may issue Engineer's Supplemental Instructions (ESI) authorizing minor variations from the requirements of the Contract Documents

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere

- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10
- c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
 4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
 5. Services required as a result of OWNER's providing incomplete or incorrect Project information with

respect to Exhibit B.

6. Providing renderings or models for OWNER's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
16. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
17. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
21. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors

or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated

_____.

Initial:

OWNER _____

ENGINEER _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Not APPLICABLE"

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated

_____.

Initial:

OWNER _____
ENGINEER _____

NOTICE OF ACCEPTABILITY OF WORK

"NOT APPLICABLE "

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

Construction Cost Limit

"NOT APPLICABLE "

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____.

Initial:

OWNER _____
ENGINEER _____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident:	\$ 500,000
2) Disease, Policy Limit:	\$ 500,000
3) Disease, Each Employee:	\$ 500,000
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2) General Aggregate:	\$ 2,000,000
d. Excess or Umbrella Liability --	
1) Each Occurrence:	\$ 4,000,000
2) General Aggregate:	\$ 4,000,000
e. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	\$ _____
2) Property Damage:	
a) Each Accident	\$ _____

[or]

1) Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	\$ 500,000

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ENGINEER _____

Special Provisions

No Further Agreements



Contract Verification

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

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

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

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



Signature

THOMAS M. OWENS, P.E.

Printed Name

29 OCT 21

Date

K FRIESE & ASSOCIATES, INC.

Company Name

EXECUTIVE VICE PRESIDENT

Title

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 the business entity's place of business.

K Friese + Associates
Austin, TX United States

Certificate Number:
2021-824983

Date Filed:
11/17/2021

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

City of Killeen

Date Acknowledged:

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

Willow Springs & Watercrest Rd
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64.

My address is 1120 S. Capital of Texas Highway, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 17 day of November, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



WILLOW SPRINGS-WATERCREST DESIGN CONTRACT REQUEST

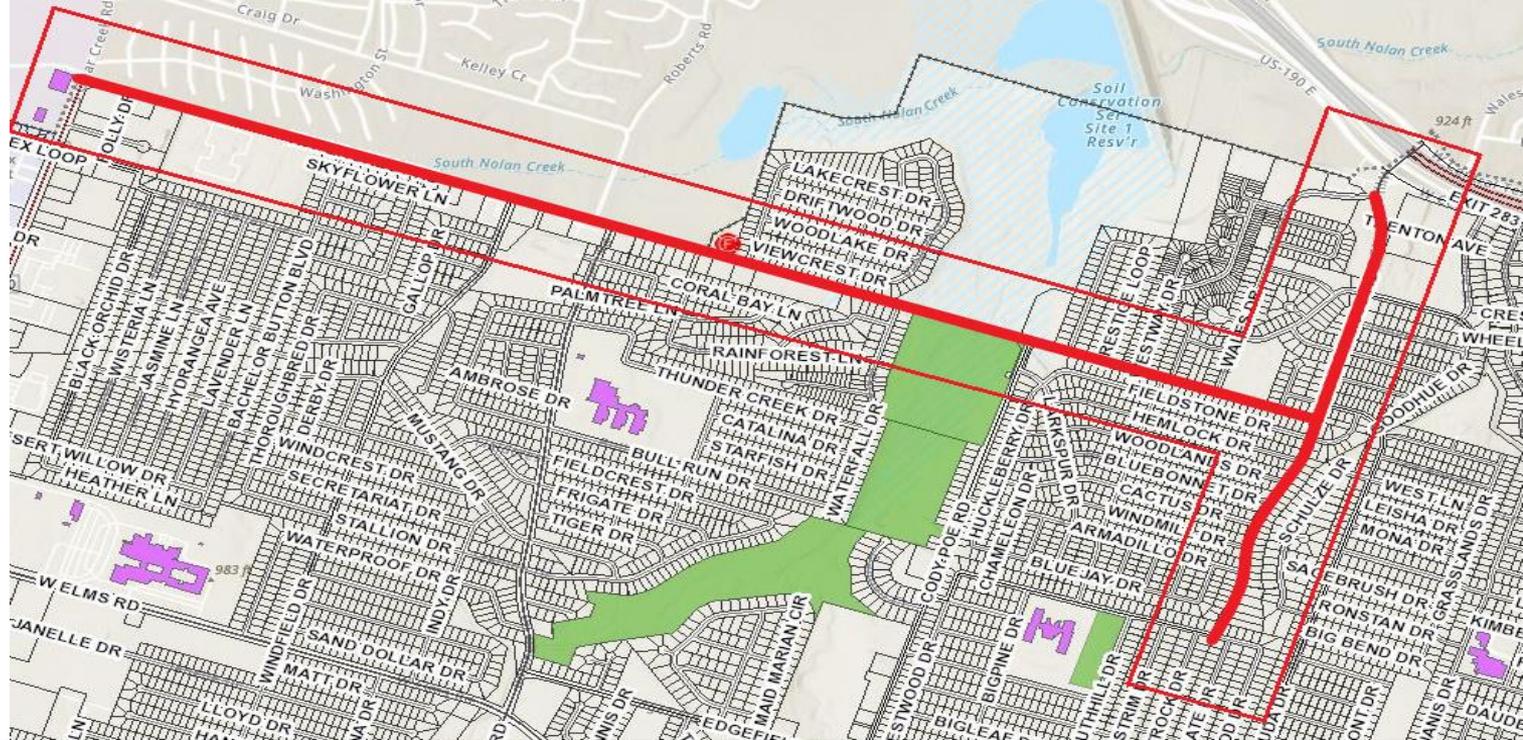
RS-21-156

November 30, 2021

Background

2

- FY 2022 Capital Improvement Plan includes eight projects in the Transportation Street Reconstruction Priority List
- Current Roadway damages are estimated approximately \$120 million
- Staff interviewed Five (5) consultants through an interview panel to select for the first three projects on the priority list.
- K. Friese & Associates was selected as the consultant for the Willow Springs and Watercrest Street Reconstruction Project
- Proposed Contract for Engineering Design \$1,902,976.86



3

Willow Springs Street and Watercrest Reconstruction Project Limits

Project Limits: Willow Springs: Trenton Ave. to Westwood Drive

Watercrest: Willow Springs to S. Clear Creek Road

Design Scope

4

- Full Engineering Design
- Full Roadway Reconstruction
- Roadway Dieting
- Intersection Analysis
- Public Outreach

Alternatives Considered

5

The City Council has three (3) alternatives.
The Council may:

- Delay the design of Willow Springs and Watercrest Reconstruction Project
- Reject K. Friese's proposal and begin with another design firm
- Authorize a Professional Services Agreement with K. Friese & Associates for the preliminary design of the Willow Springs and Watercrest Street Reconstruction Project

Recommendation

6

- Staff recommends that the City Council authorize a Professional Service Agreement with K. Friese & Associates for the design of the Willow Springs and Watercrest Street Reconstruction Project.



City of Killeen

Legislation Details

File #: PH-21-065 **Version:** 1 **Name:** FLUM-21-09
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 11/8/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #FLUM21-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021
TO: Kent Cagle, City Manager
FROM: Wallis Meshier, Director of Planning
SUBJECT: FLUM CASE #21-09: 'Rural' (R) to 'General Residential' (GR)

BACKGROUND AND FINDINGS:

Summary of Request:

Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. If approved, the applicant intends to develop townhomes on the property.

Zoning / Plat Case History:

The subject property was annexed on September 25, 2007 via Ordinance No. 07-090 and zoned "A" (Agricultural District) with the adoption of the annexation ordinance in accordance with Killeen Code of Ordinances Sec. 31-124(a). The "A" (Agricultural District) zoning remained via Ordinance No. 08-097 on November 25, 2008. The property is currently unplatted.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial uses. Adjacent land uses are as follows:

- North: Existing single-family homes zoned "R-1" (Single-Family Residential District) (Estancia West subdivision) and an existing single-family home on approximately 4 acres of land zoned "A" (Agricultural District);
- East: Existing commercial property (Texas Humane Heroes animal shelter) zoned "A" (Agricultural District), "B-3" (Local Business District), and "B-4" (Business District);
- South: Undeveloped residential lots zoned "SF-2" (Single-Family Residential District) and "R-2" (Two-Family Residential District) (McGregor Estates Phase Three subdivision);
- West: Existing single-family residential development zoned "R-1" (Single-Family Residential District) (Estancia West subdivision).

Future Land Use Map Analysis:

The This property is designated as 'Rural' (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'Rural' (R) designation encourages rural character with wide open

landscapes, large parcels, and scattered residential development on relatively large acreages and encourages the following development types:

- Residential homesteads;
- Planned development to accommodate conservation and cluster residential designs;
- Agricultural uses;
- Agriculture-focused commercial retail;
- Public/institutional;
- Parks and public spaces; and
- Natural and protected floodplain areas.

If approved, the 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards
- Public/ institutional
- Parks and public spaces

The applicant has submitted a concurrent request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District).

Staff Findings:

The current zoning of the subject property is "A" (Agricultural District). The surrounding area includes residential and commercial uses. The area to the north and west is the Estancia West Subdivision, which consists of existing single-family residential properties. Also to the north is an existing single-family home on approximately four (4) acres of land. To the east is an existing commercial property (Texas Humane Heroes animal shelter). To the south is McGregor Estates, Phase Three, which consists of garden home lots and two-family residential lots.

There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

Public Notification:

Staff mailed courtesy notices to one hundred and eleven (111) surrounding property owners regarding this request. Of those property owners notified, sixteen (16) reside outside of Killeen.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's FLUM amendment request;
- Approve a more restrictive FLUM designation; or

- Approve the applicant's FLUM amendment request.

Which alternative is recommended? Staff recommends approval of the applicant's FLUM amendment request.

Why? Staff finds the requested FLUM amendment is consistent with the adjacent residential land uses.

CONFORMITY TO CITY POLICY:

This request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

The proposed FLUM amendment 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:

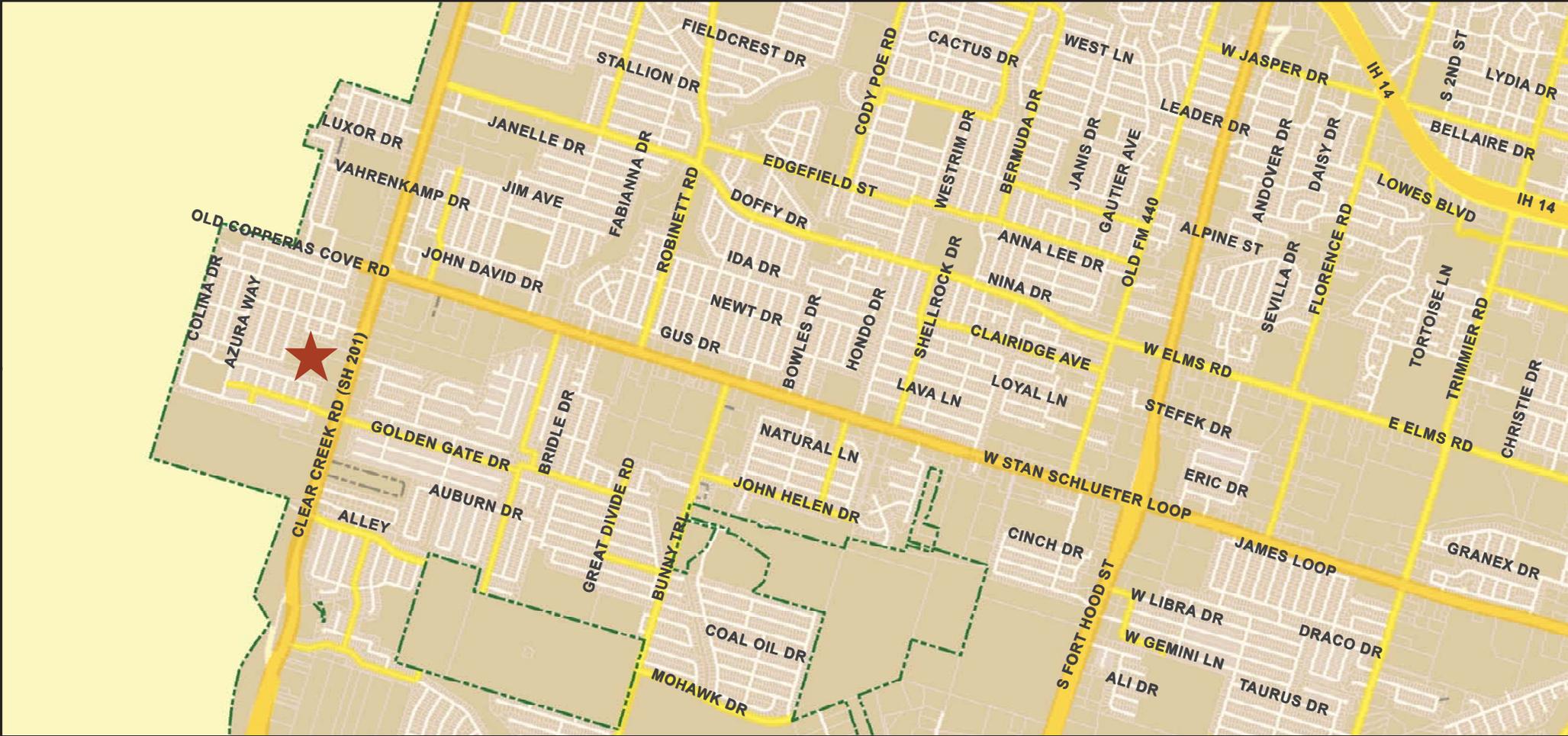
At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

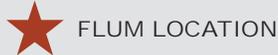
ATTACHED SUPPORTING DOCUMENTS:

Maps
Minutes
Ordinance



Case: FLUM AMENDMENT 2021-09

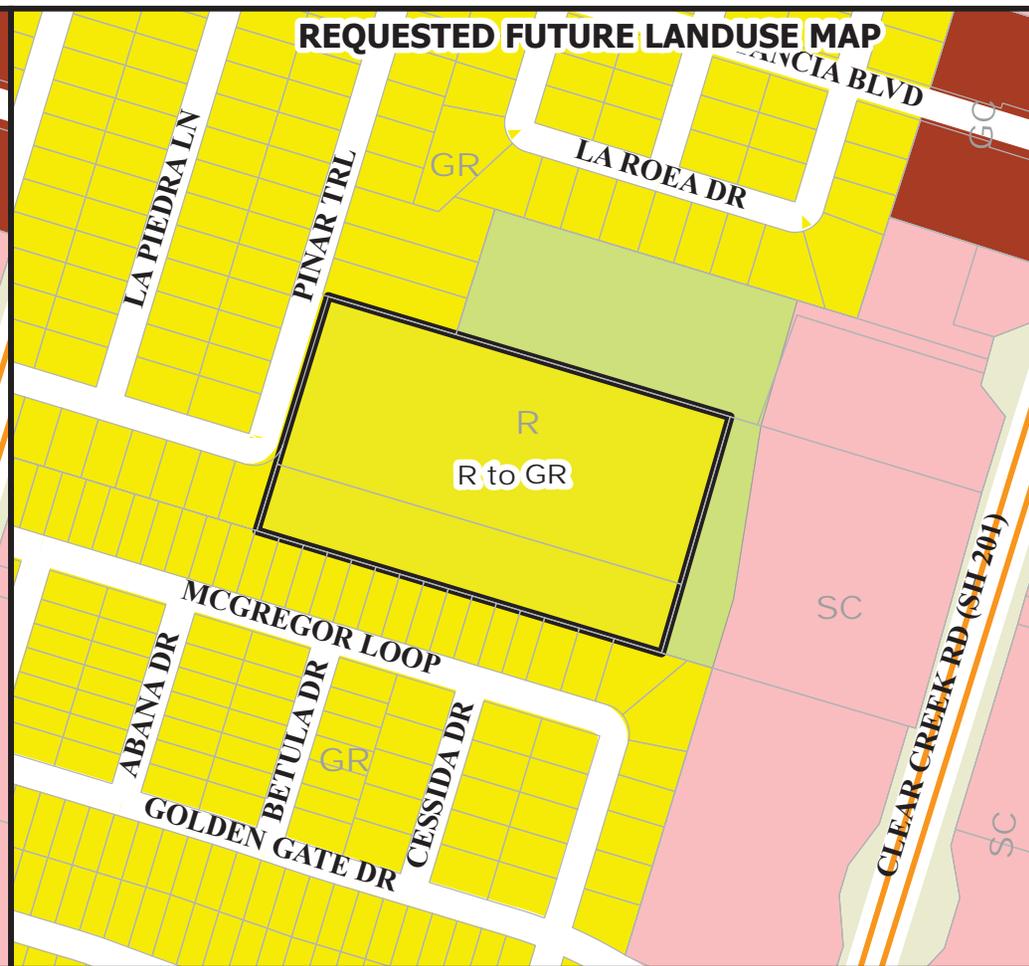
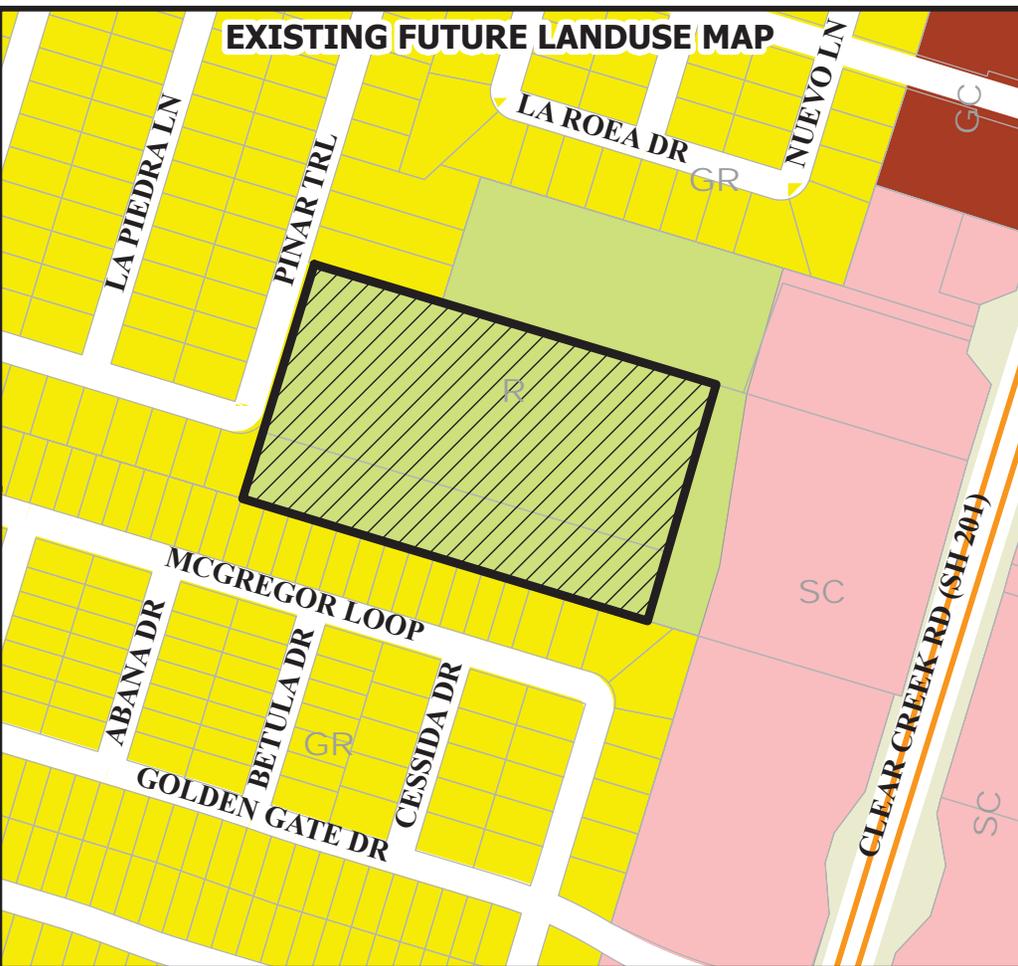
Council District: 4
 FROM R TO GR
 Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES



1 inch = 3,333 feet

EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2021-09

Council District: 4
 FROM R TO GR
 Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES

Legend

- Killeen City Limits
- Bell County Area
- Principal Arterial, Existing

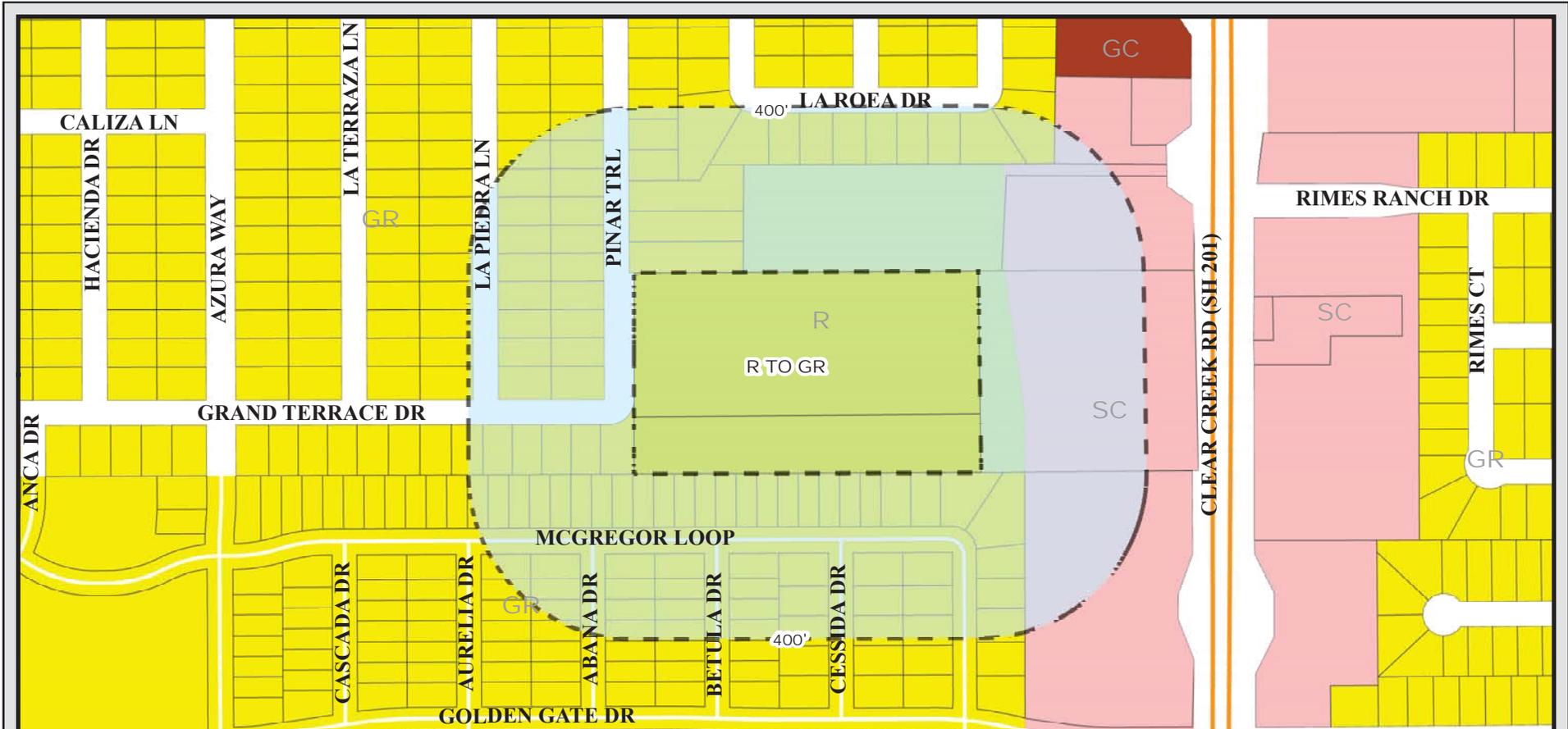
Future Land Use Legend

- General Residential (GR)
- General Commercial (GC)
- Suburban Commercial (SC)
- Rural (R)



1 inch = 417 feet

Date: 11/16/2021



FLUM Notification

Case: FLUM AMENDMENT 2021-09

Council District: 4

FROM R TO GR

1 inch = 379 feet

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES



FLUM Case Location selection
2021_33_400
Killeen City Limits
Bell County Area

Legend

Principal Arterial, Existing
General Residential (GR)
General Commercial (GC)
Suburban Commercial (SC)

Rural (R)



Date: 11/16/2021

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
NOVEMBER 01, 2021**

CASE #FLUM 21-09

HOLD a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, L.L.C. (Case #FLUM21-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The applicant's agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to approve the request as presented. Commissioner Minor seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 9.147 ACRES OUT OF THE JAMES COOK SURVEY, ABSTRACT NO. 161, FROM A 'RURAL' (R) TO 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a request from Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'Rural' (R) designation to a 'General Residential' (GR) designation, said property being legally described as being approximately 9.147 acres out of the James Cook Survey, Abstract No. 161; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 1st day of November 2021, 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 7th day of December 2021, 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 opinion that the amendment should be approved;

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

SECTION I: That the future land use designation of approximately 9.147 acres out of the James Cook Survey, Abstract No. 161, be amended from a ‘Rural’ (R) designation to a ‘General Residential’ (GR) designation.

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 7th day of December 2021, 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:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #: FLUM 21-09

Ord#: 21-____



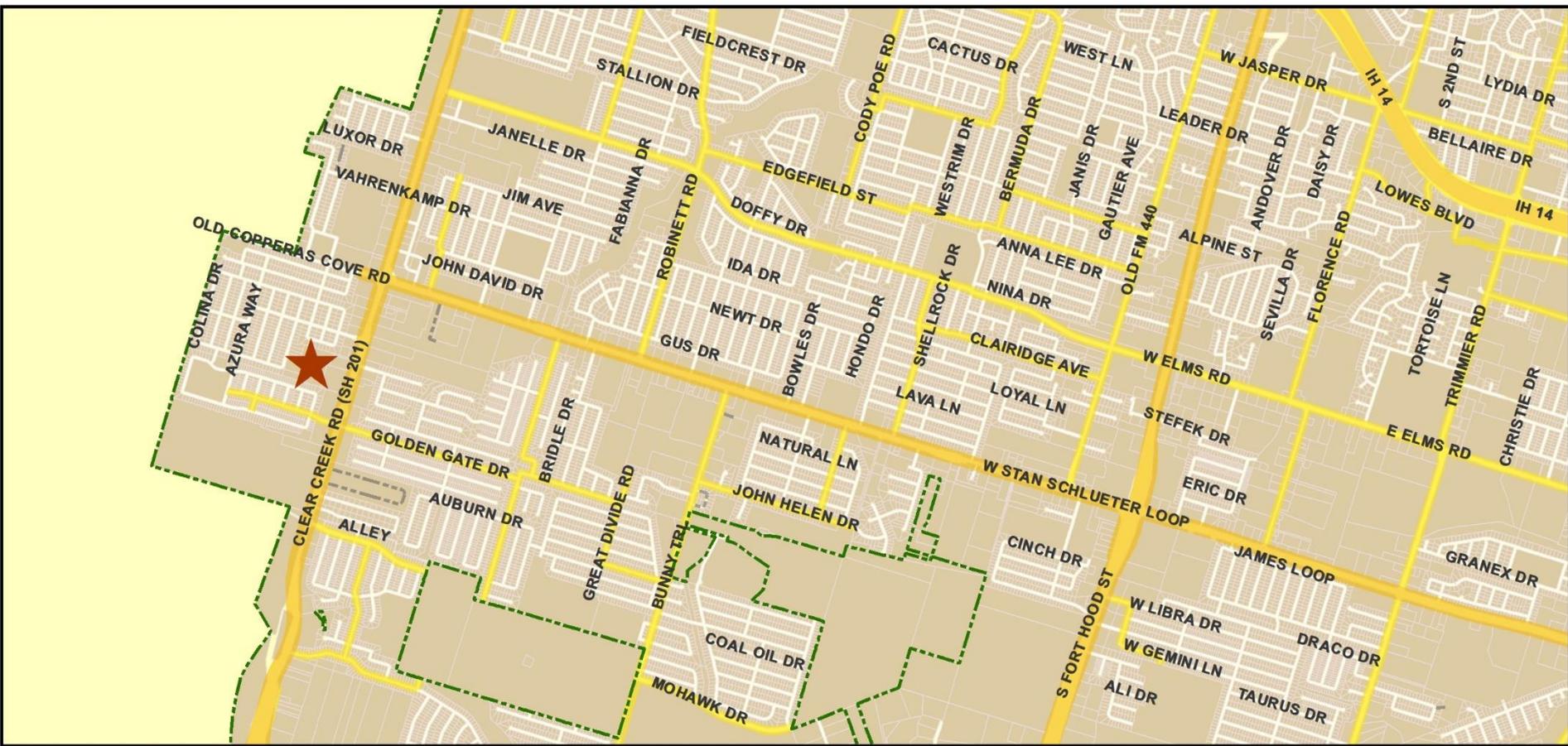
CASE #FLUM21-09: 'R' TO 'GR'

PH-21-065

November 30, 2021

Case #FLUM21-09: 'R' to 'GR'

- ❑ **HOLD** a public hearing and consider a request submitted Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (**Case #FLUM21-09**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161.
- ❑ The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.



Case: FLUM AMENDMENT 2021-09

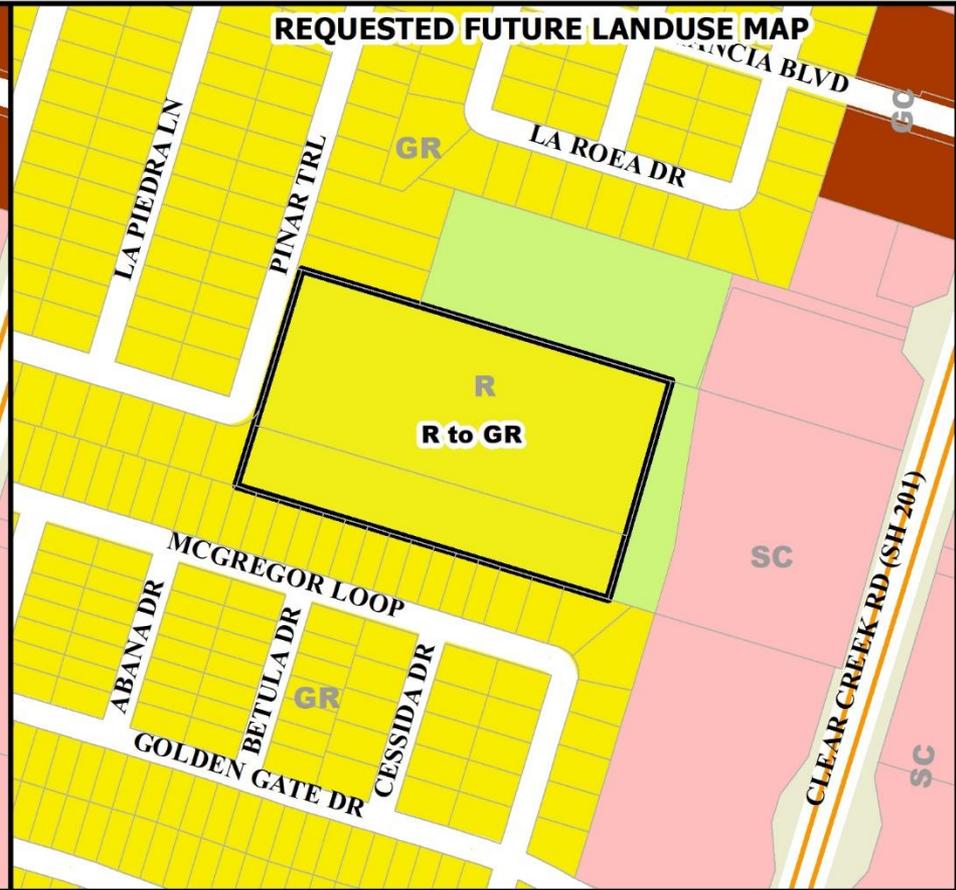
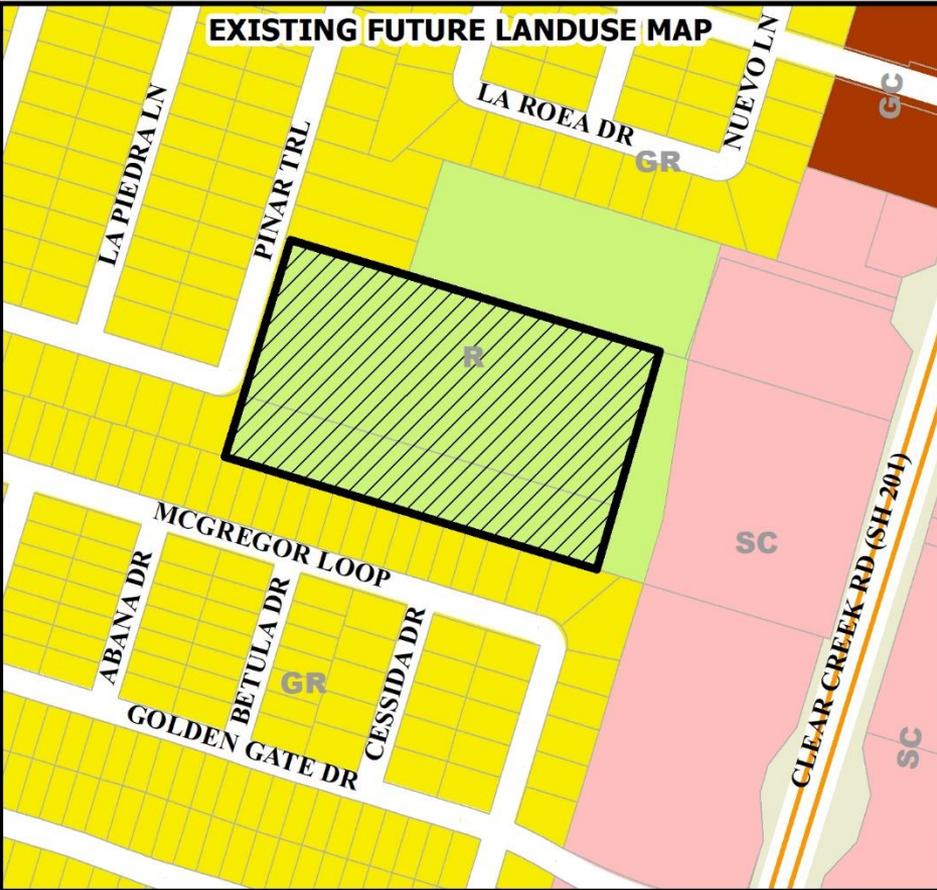
Council District: 4
 FROM R TO GR
 Subject Property Legal Description: A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602
 AND A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047



1 inch = 3,333 feet

EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2021-09

Council District: 4

FROM R TO GR

Subject Property Legal Description: A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602 AND A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047

Legend

-  Killen City Limits
-  Bell County Area
-  Principal Arterial, Existing

Future Land Use Legend

-  General Residential (GR)
-  General Commercial (GC)
-  Suburban Commercial (SC)
-  Rural (R)



1 inch = 417 feet

Date: 10/29/2021

Case #FLUM21-09: 'R' to 'GR'

- This property is currently designated as 'Rural' (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The 'Rural' (R) designation encourages the following development types:
 - ▣ Residential homesteads;
 - ▣ Planned development to accommodate conservation and cluster residential designs;
 - ▣ Agricultural uses;
 - ▣ Agriculture-focused commercial retail;
 - ▣ Public/institutional;
 - ▣ Parks and public spaces; and
 - ▣ Natural and protected floodplain areas.

Case #FLUM21-09: 'R' to 'GR'

- If approved, the 'General Residential' (GR) designation encourages the following development types:
 - ▣ Detached residential dwellings as a primary focus;
 - ▣ Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
 - ▣ Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
 - ▣ Public/ institutional; and
 - ▣ Parks and public spaces.

Staff Findings

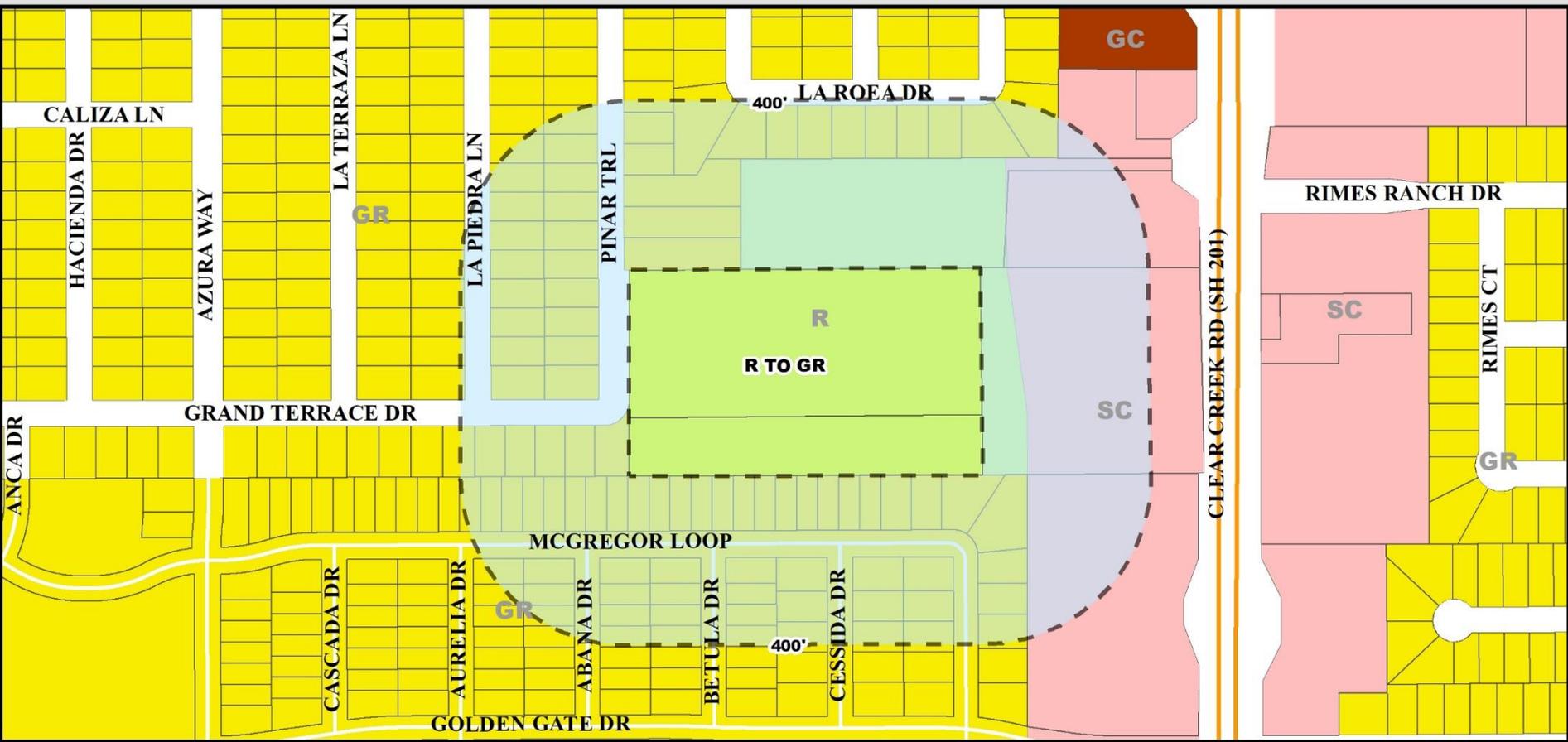
- ❑ The applicant has submitted a concurrent request to rezone the property from 'A' (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District).
- ❑ If approved, the applicant intends to develop townhomes on the property.
- ❑ There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

Staff Findings

- ❑ The surrounding area includes residential and commercial uses.
- ❑ The area to the north and west is the Estancia West Subdivision, which consists of existing single-family residential properties. Also to the north is an existing single-family home on approximately 4 acres of land.
- ❑ To the east is an existing commercial property (Texas Humane Heroes animal shelter).
- ❑ To the south is McGregor Estates, Phase Three, which consists of garden home lots and two-family residential lots.

Public Notification

- Staff mailed courtesy notices to one hundred and eleven (111) surrounding property owners regarding this request.
- Of those property owners notified, sixteen (16) reside outside of Killeen.



FLUM Notification

Case: FLUM AMENDMENT 2021-09

Council District: 4

FROM R TO GR

1 inch = 379 feet

Subject Property Legal Description: AND A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047

A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

Legend

-  FLUM Case Location selection
-  Principal Arterial, Existing
-  Rural (R)
-  2021_33_400
-  General Commercial (GC)
-  Suburban Commercial (SC)
-  Killeen City Limits
-  Bell County Area



Date: 10/29/2021

Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
 - ❑ Disapprove of the applicant's request;
 - ❑ Approve a more restrictive zoning district than requested by the applicant; or
 - ❑ Approve the applicant's request.

Staff Recommendation

- ❑ Staff recommends approval of the applicant's request to amend the Future Land Use Map (FLUM) from 'Rural' (R) to 'General Residential' (GR) as presented.
- ❑ Staff finds that the applicant's request is consistent with the adjacent residential land uses.

Commission Recommendation

- At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Legislation Details

File #: PH-21-066 **Version:** 1 **Name:** Zoning 21-33
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 7/27/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #Z21-33) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single -Family District). The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Considerations](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Director of Planning

SUBJECT: ZONING CASE #Z21-33 "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family Residential District)

BACKGROUND AND FINDINGS:

Summary of Request:

Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, submitted a request to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District). If approved, the applicant intends to develop townhomes on the property.

Zoning / Plat Case History:

The subject property was annexed on September 25, 2007 via Ordinance No. 07-090 and zoned "A" (Agricultural District) with the adoption of the annexation ordinance in accordance with Killeen Code of Ordinances Sec. 31-124(a). The "A" (Agricultural District) zoning remained via Ordinance No. 08-097 on November 25, 2008. The property is currently unplatted.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial uses. Adjacent land uses are as follows:

- **North:** Existing single-family homes zoned "R-1" (Single-Family Residential District) (Estancia West subdivision) and an existing single-family home on approximately 4 acres of land zoned "A" (Agricultural District);
- **East:** Existing commercial property (Texas Humane Heroes animal shelter) zoned "A" (Agricultural District), "B-3" (Local Business District), and "B-4" (Business District);
- **South:** Undeveloped residential lots zoned "SF-2" (Single-Family Residential District) and "R-2" (Two-Family Residential District) (McGregor Estates Phase Three subdivision);
- **West:** Existing single-family residential development zoned "R-1" (Single-Family Residential District) (Estancia West subdivision).

Future Land Use Map Analysis:

This property is designated as 'Rural' (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'Rural' (R) designation encourages rural character with wide open landscapes, large parcels, and scattered residential development on relatively large acreages and

encourages the following development types:

- Residential homesteads;
- Planned development to accommodate conservation and cluster residential designs;
- Agricultural uses;
- Agriculture-focused commercial retail;
- Public/institutional;
- Parks and public spaces; and
- Natural and protected floodplain areas.

The request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) is inconsistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, a concurrent request to amend the Future Land Use Map (FLUM) from "R" (Rural) to "GR" (General Residential) has been submitted.

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.

Environmental Assessment:

There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is via Pinar Trail, which is classified as a 60 ft. wide Local Street on the City of Killeen Thoroughfare Plan.

Public Notification:

Staff notified one hundred and eleven (111) surrounding property owners regarding this request. Of those notified, sixty-three (63) properties were located outside of the 200-foot notification boundary 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, no written responses in support of the request has been received.

Staff Findings:

Staff finds that the applicant's request is consistent with the predominantly residential character of the area. In addition, approval of the applicant's request will provide for diverse housing options in Killeen beyond the predominant single-family and two-family options currently available. The proposed development is considered infill development, which is consistent with the guiding principles of the Comprehensive Plan. Finally, staff finds that approval of this request will not negatively affect the adjacent property owners.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district than requested by applicant; or
- Approve the applicant's request.

Which alternative is recommended? Staff recommends approval of the applicant's request to rezone the subject property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District).

Why? The applicant's request is consistent with the predominantly residential character of the area.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of 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. However, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

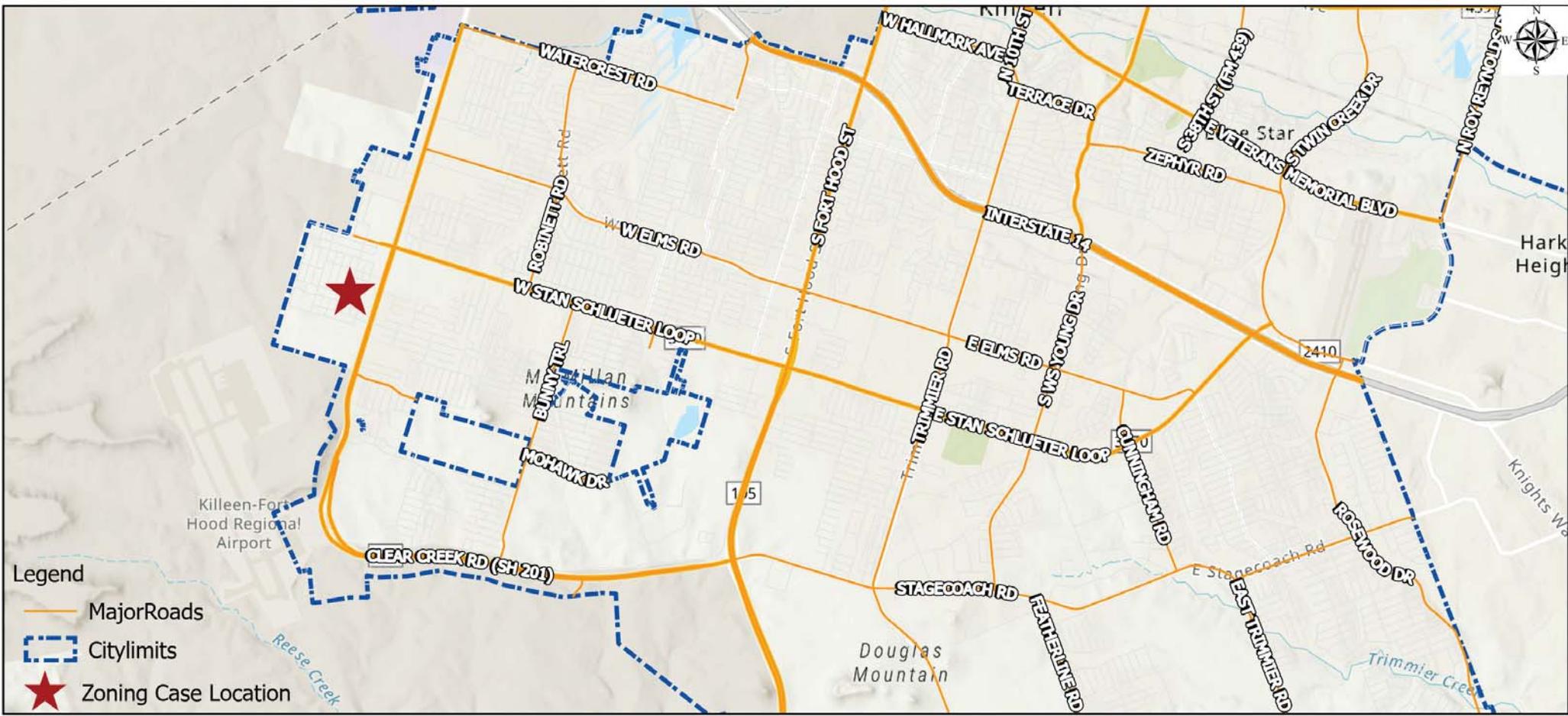
At their regular meeting on November 1, 2021, the Planning & Zoning Commission recommended approval of the applicant's request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Minutes
Ordinance
Considerations



- Legend**
- Major Roads
 - - - City Limits
 - ★ Zoning Case Location

Attachment #2

Location Map

Council District: 4

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES

Zoning Case 2021-33

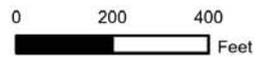
A TO RT-1





Attachment #3

Council District: 4

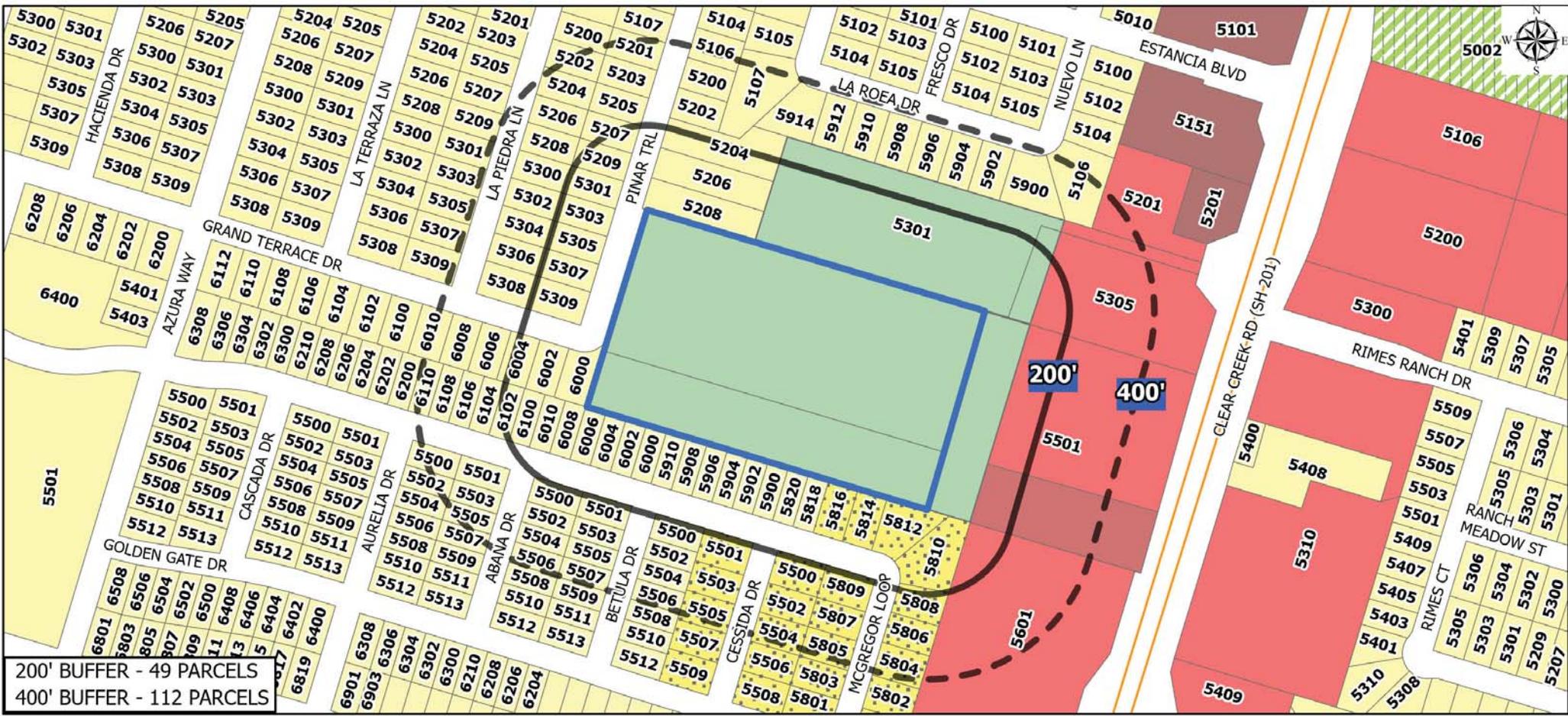


Zoning Case 2021-33

A TO RT-1

- Legend
- Citylimits
 - Zoning Case

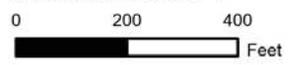
Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES



200' BUFFER - 49 PARCELS
 400' BUFFER - 112 PARCELS

Attachment #1

Council District: 4



Zoning Case 2021-33

A TO RT-1

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES

Legend	Current Zoning	 B-4	 R-1
		 B-5	 R-2
		 B-3	 PUD
			 SF-2

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
NOVEMBER 1, 2021**

**CASE #Z21-33
“A” to “RT-1”**

HOLD a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (**Case #Z21-33**) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural) to “RT-1” (Residential Townhouse Single-Family District). The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The applicant’s agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 9.147 ACRES OUT OF THE JAMES COOK SURVEY, ABSTRACT NO. 161, FROM “A” (AGRICULTURAL DISTRICT) TO “RT-1” (RESIDENTIAL TOWNHOUSE SINGLE-FAMILY DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mitchell & Associates, Inc., on behalf of Texas Land and Living, 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 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District), said request having been duly recommended for approval of “RT-1” (Residential Townhouse Single-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 1st day of November 2021, 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 7th day of December 2021, 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 9.147 acres out of the James Cook Survey, Abstract No. 161, from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District), said request having been duly recommended for approval

of “R-2” (Two-Family Residential District), for the property generally located east of the intersection of Pinar Trail and Grand Terrace Drive, 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 7th day of December 2021, 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:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #21-33

Ord. #21-___

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 is 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

1. 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 #Z21-33: “A” TO “RT-1”

PH-21-066

November 30, 2021

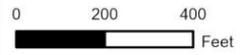
Case #Z21-33: “A” to “RT-1”

- ❑ **HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (**Case #Z21-33**) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District).
- ❑ The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.



Attachment #3

Council District: 4



Zoning Case 2021-33

A TO RT-1

Legend

-  Citylimits
-  Zoning Case

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

Case #Z21-33: “A” to “RT-1”

5

- If approved, the applicant intends to develop townhomes on the property.
- There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

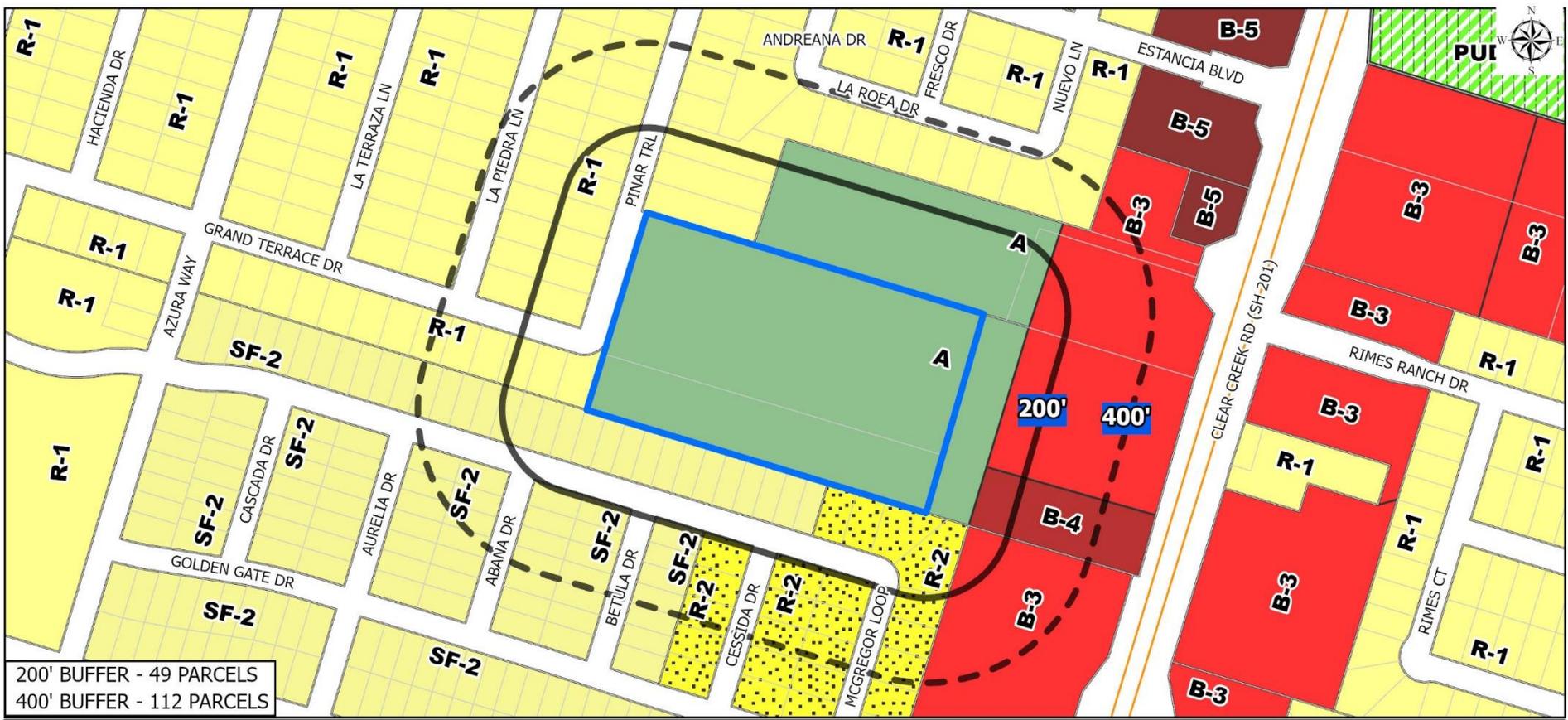
Case #Z21-33: “A” to “RT-1”

- This property is currently designated as ‘Rural’ (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘Rural’ (R) designation encourages rural character with wide open landscapes, large parcels, and scattered residential development on relatively large acreages.
- The request to rezone the property from “A” to “RT-1” is not consistent with the Future Land Use Map (FLUM). However, a concurrent request to amend the FLUM from ‘R’ (Rural) to ‘GR’ (General Residential) has been submitted.

Case #Z21-33: “A” to “RT-1”

7

- If approved, the ‘General Residential’ (GR) designation encourages the following development types:
 - ▣ Detached residential dwellings as a primary focus;
 - ▣ Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
 - ▣ Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
 - ▣ Public/ institutional; and
 - ▣ Parks and public spaces.



200' BUFFER - 49 PARCELS
 400' BUFFER - 112 PARCELS

Attachment #4
 Zoning Map
 Council District: 4

Zoning Case 2021-33 A TO RT-1

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

Case #Z21-33: “A” to “RT-1”

9

View of the subject property looking east (from Pinar Trail):



Case #Z21-33: “A” to “RT-1”

10

View of the subject property looking north (from McGregor Loop):



Case #Z21-33: “A” to “RT-1”

11

Adjacent property to the east (Texas Humane Heroes):



Case #Z21-33: “A” to “RT-1”

12

Adjacent properties to the west (Estancia West Subdivision):

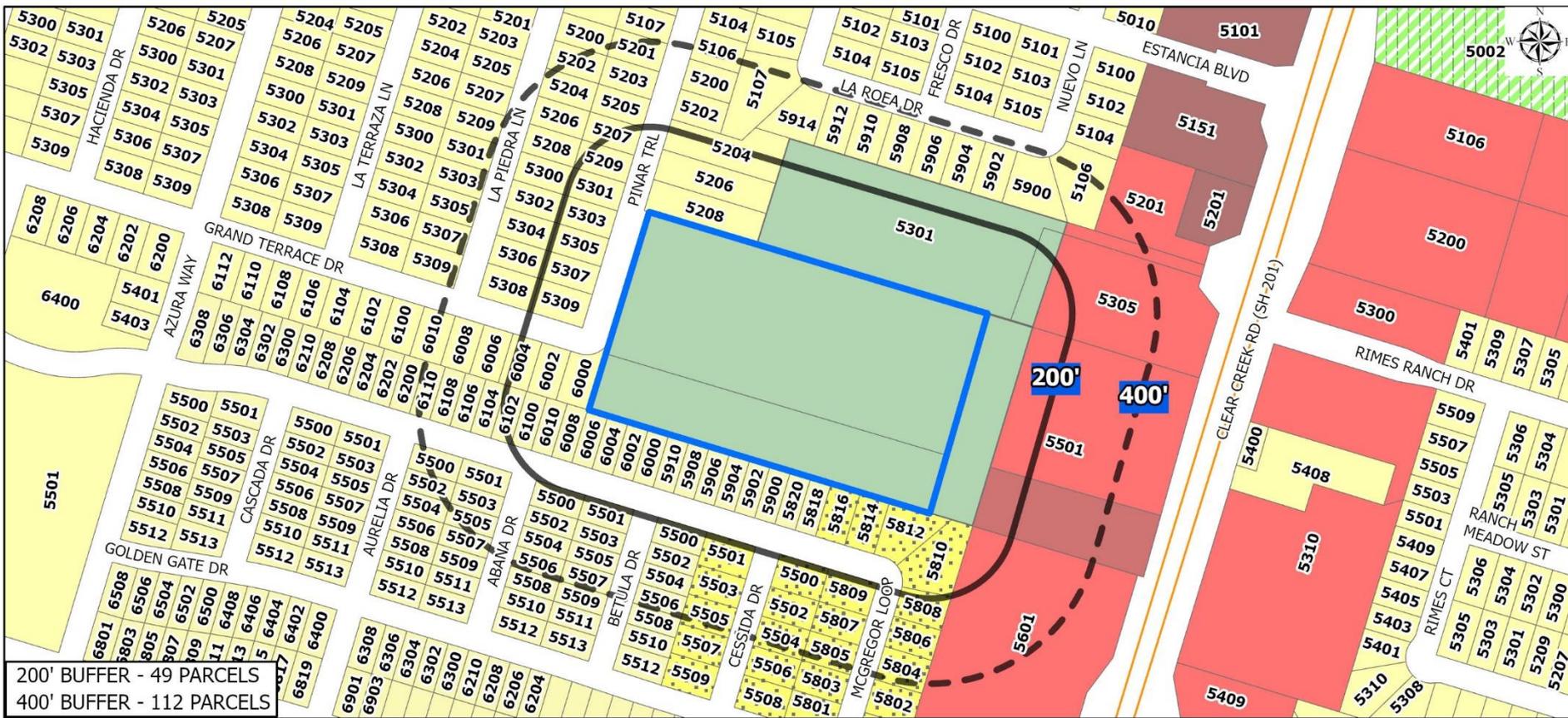


Staff Findings

- ❑ Staff finds that the applicant's request is consistent with the predominantly residential character of the area. In addition, approval of the applicant's request will provide diverse housing options in Killeen beyond the predominant single-family and two-family options currently available.
- ❑ The proposed development is considered infill development, which is consistent with the guiding principles of the Comprehensive Plan. Finally, staff finds that approval of this request will not negatively affect the adjacent property owners.

Public Notification

- ❑ Staff notified one hundred and eleven (111) surrounding property owners regarding this request.
- ❑ Of those property owners notified, sixty-three (63) properties are located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and sixteen (16) reside outside of Killeen.
- ❑ To date, staff has received no written responses regarding this request.



200' BUFFER - 49 PARCELS
 400' BUFFER - 112 PARCELS

Attachment #1
 Council District: 4
 0 200 400
 Feet

Zoning Case 2021-33

A TO RT-1

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

Legend

CurrentZoning	B-4	R-1
A	B-5	R-2
B-3	PUD	SF-2

Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
 - ❑ Disapprove of the applicant's request;
 - ❑ Approve a more restrictive zoning district than requested by the applicant; or
 - ❑ Approve the applicant's request.

Staff Recommendation

17

- ❑ Staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) as presented.

Commission Recommendation

- At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) by a vote of 6 to 0.



City of Killeen

Legislation Details

File #: PH-21-067 **Version:** 1 **Name:** Zoning 21-28
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 9/21/2021 **In control:** City Council
On agenda: 12/7/2021 **Final action:**

Title: HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Fameco-Texas, LLC (Case #Z21-28) to rezone approximately 1.523 acres, being part of Lots 7 and 8, Cole (Unrecorded), from "B-3" (Local Business District), "R-3" (Multifamily Residential District), and "R-MH" (Residential Mobile Home District) to "B-5" (Business District). The property is addressed as 1300 and 1314 N. 8th St., Killeen, Texas.

Sponsors: Development Services

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Considerations](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/30/2021	1	City Council Workshop		



STAFF REPORT

DATE: November 30, 2021

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Director of Planning

SUBJECT: ZONING CASE #Z21-28 "B-3" (Local Business District), "R-3 (Multifamily Residential District), and "R-MH" (Mobile Home District) to "B-5" (Business District)

BACKGROUND AND FINDINGS:

Summary of Request:

Mitchell & Associates, Inc., on behalf of Fameco-Texas, LLC, has submitted a request to rezone approximately 1.523 acres generally located on the east side of N. 8th St. between E. Dean Ave. and E. Dunn Ave. from "B-3" (Local Business District), "R-3" (Multifamily Residential District), & "R-MH" (Mobile Home District) to "B-5" (Business District). The current use of the property is an existing non-conforming automotive repair and auto body business with an associated impound yard.

If approved, the requested "B-5" (Business District) will bring the current use of the property into conformance with the zoning. In accordance with Killeen Code of Ordinances Sec. 31-336(7), "B-5" (Business District) allows "impound yards provided no salvaging or dismantling is allowed on the premises and site is properly screened."

This request was tabled by the Planning and Zoning Commission on September 20, 2021 until the November 1, 2021 meeting pending an inspection by Code Enforcement and Environmental Services. Environmental Services staff inspected the site on September 28, 2021. No illicit discharge was observed, and none of the vehicles on the site appeared to be leaking fluid. Code Enforcement staff inspected the site on October 4, 2021 and issued notices of violation for the following violations:

1. No Certificate of Occupancy for businesses;
2. Care of premises (trash, junk, and discarded items);
3. Zoning use violations; and
4. International Property Maintenance Code (IPMC) violation for parking lot repairs.

Zoning / Plat Case History:

A Specific Use Permit (SUP) was approved for the property on March 25, 1996 (Ordinance No. 96-23) to allow an impound yard on property zoned "B-3" (Local Business District) for a period of three (3) years. A subsequent Specific Use Permit (SUP) was approved on April 27, 1999 (Ordinance No. 99-36) to allow an impound yard for a period of five (5) years. No subsequent

renewals of the Specific Use Permits were issued. The property was purchased by Fameco-Texas, LLC on February 28, 2018. Certificates of Occupancy were issued for auto repair and interior auto detailing in 2018. The property is currently unplatted.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial uses. Adjacent land uses are as follows:

- **North:** Existing commercial property zoned "B-3" (Local Business District); existing non-conforming single-family residential property zoned "B-3" (Local Business District); and existing two-family residential property zoned "R-3" (Multifamily Residential District) on the north side of E. Dean Ave;
- **East:** Existing single-family residential property zoned "R-3" (Multifamily Residential District) and undeveloped property zoned "R-2" (Two-family Residential District);
- **South:** Existing multifamily residential property zoned "R-3" (Multifamily Residential District) on the south side of E. Dunn Ave;
- **West:** Existing commercial property (Korner Food Store) zoned "B-3" (Local Business District); and an existing church (New Bethel Christian Worship Center) zoned "B-5" (Business District) on the west side of N. 8th St.

Future Land Use Map Analysis:

This property is designated as 'Residential-Commercial Mix' (RC-Mix) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'Residential-Commercial Mix' (RC-Mix) designation encompasses areas that were allowed to develop in the past with non-residential uses (including uses with a heavy commercial and/or industrial intensity) intermixed amid a variety of residential uses, often with minimal screening and/or buffering. The 'Residential-Commercial Mix' (RC-Mix) future land use designation encourages the following development types:

- Mix of residential types and densities; and
- A variety of commercial and light industrial activities.

Staff finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

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.

Environmental Assessment:

There are no known environmental constraints for these lots. The lots are not within any FEMA regulatory Special Flood Hazard Area (SFHA). The National Wetlands Inventory indicates that there is a riverine habitat across the northern lot. All of this is contained within a storm drain culvert that passes through the property.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from N. 8th St., E. Dunn Ave., and E. Dean Ave., which are classified as 60' wide local streets on the City of Killeen Thoroughfare Plan.

Public Notification:

Staff notified sixty-three (63) surrounding property owners regarding this request. Of those notified, fifty (50) properties were located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and twenty six (26) reside outside of Killeen. As of the date of this report, staff has received no written responses regarding this request.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's request for "B-5" (Business District);
- Approve a more restrictive zoning district than requested by applicant (i.e. "B-3" (Local Business District) or "B-4" (Business District); or
- Approve the applicant's request for "B-5" (Business District).

Which alternative is recommended? The Planning and Zoning Commission recommended that the subject property be rezoned to "B-3" (Local Business District).

Why? The Planning and Zoning Commission noted concerns regarding the ongoing code enforcement issues on the site. The Commission also noted concerns regarding the impact that the requested "B-5" (Business District) would have on the adjacent residential uses. The Commission was of the consensus that approval of "B-3" (Local Business District) would be in keeping with the character of the area.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of 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:

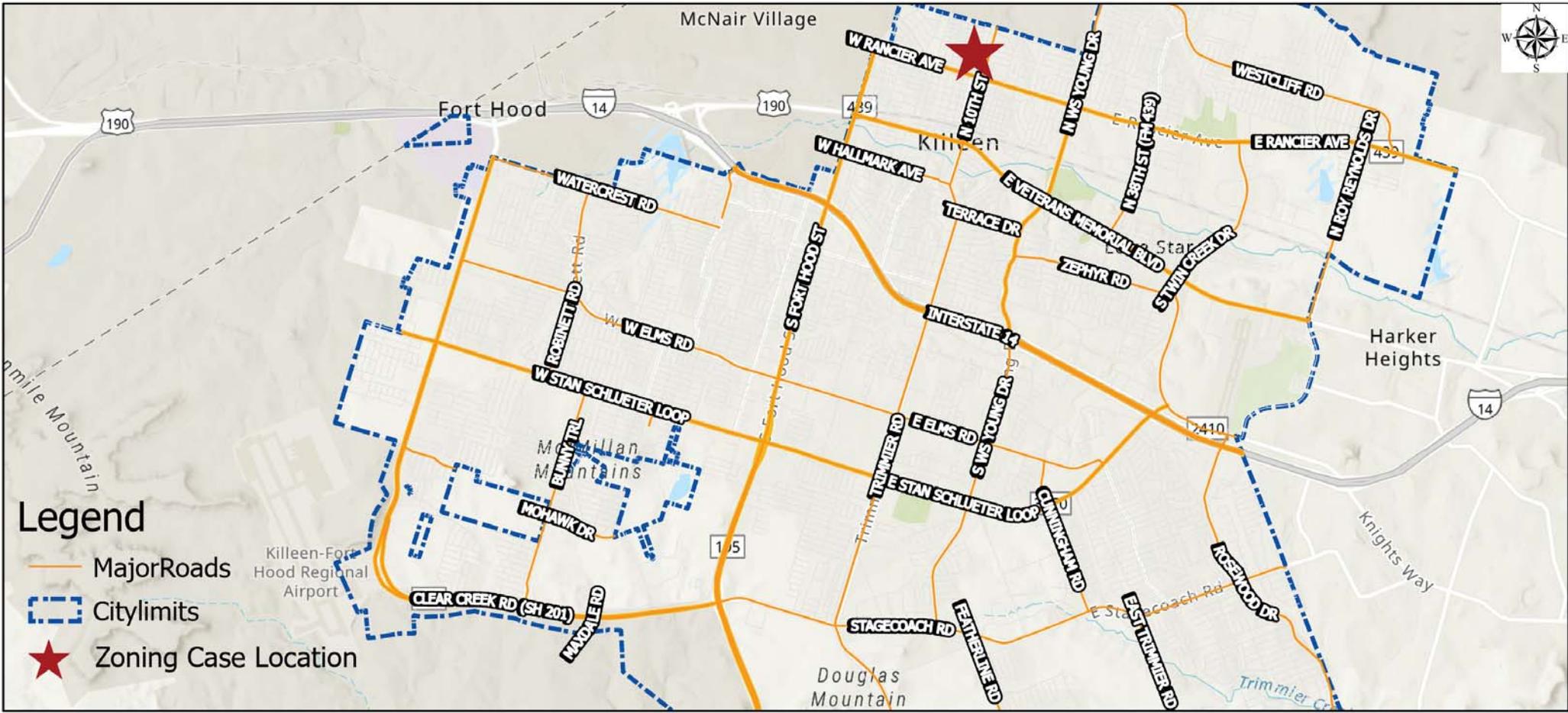
At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of "B-3" (Local Business District) by a vote of 5 to 1 with Commissioner Gukeisen in opposition. Commissioner Gukeisen noted that none of the surrounding property owners objected to the request for "B-5" (Business District).

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Minutes
Ordinance
Considerations



Attachment #1

Council District: 1

1 inch = 7,674 feet

Subject Property Legal Description: 1300 AND 1314 N 8TH ST.

Zoning Map

Zoning Case 2021-28



Attachment #3

Council District: 1

1 inch = 94 feet

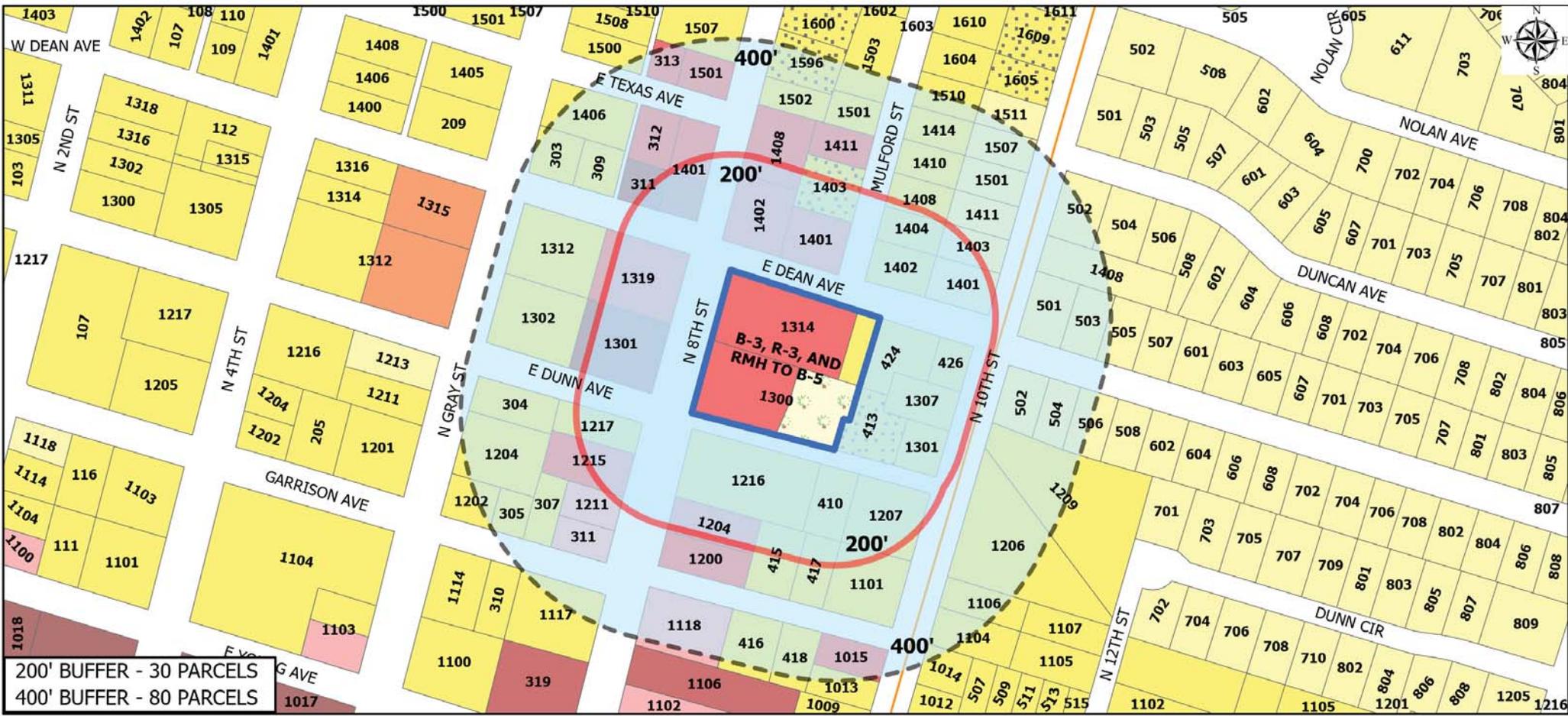
Subject Property Legal Description: 1300 AND 1314 N 8TH ST.

Zoning Map

Zoning Case 2021-28

Legend

-  Citylimits
-  Production.GISADMIN.ZoningCases2021 selection



Attachment #1
Council District: 1
1 inch = 278 feet
Subject Property Legal Description: 1300 AND 1314 N 8TH ST.

Zoning Map
Zoning Case 2021-28

Legend		Current Zoning	
	B-2		B-4
	B-3		B-5
	R-1		B-DC
	R-2		R-3
	RMH		

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
NOVEMBER 1, 2021**

**CASE #Z21-28
“B-3”, “R-3”, and “R-MH” to “B-5”**

HOLD a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Fameco-Texas, L.L.C. (**Case #Z21-28**) to rezone approximately 1.523 acres out of the Cole Addition Survey, Abstract No. 797, being lots 7 and 8, from “B-3” (Local Business District), “R-3” (Multifamily Residential District), and “R-MH” (Residential Mobile Home District) to “B-5” (Business District). The property is addressed as 1300 and 1314 N. 8th St., Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request as presented, as it is consistent with the Future Land Use Map and with the character of the area.

The applicant’s agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Minor made a motion to approve the request as presented. Commissioner Gukeisen seconded, and the motion failed by a vote of 2 to 4 with Commissioners Alvarez, O’Brien, Ploeckelmann, and Sabree in opposition.

Commissioner Alvarez made a motion to table the item until February 7, 2022. Commissioner O’Brien seconded, and the motion failed by a vote of 3 to 4 with Commissioners Minor, Ploeckelmann and Gukeisen, and Latham in opposition.

Commissioner Ploeckelmann made a motion to recommend approval of “B-3” (Local Business District). Commissioner Minor seconded, and the motion passed by a vote of 5 to 1 with Commissioner Gukeisen in opposition.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 1.523 ACRES BEING PART OF LOTS 7 AND 8, COLE (UNRECORDED), FROM “B-3” (LOCAL BUSINESS DISTRICT), “R-3” (MULTIFAMILY RESIDENTIAL DISTRICT), AND “R-MH” (MOBILE HOME DISTRICT) TO “B-3” (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mitchell & Associates, Inc., on behalf of Fameco-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 1.523 acres being part of Lots 7 and 8, Cole (Unrecorded), from “B-3” (Local Business District), “R-3” (Multifamily Residential District), and “R-MH” (Residential Mobile Home District) to “B-5” (Business District), said request having been duly recommended for approval of “B-3” (Local Business District) by the Planning and Zoning Commission of the City of Killeen on the 1st day of November 2021, 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 7th day of December 2021, 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 1.523 acres being part of Lots 7 and 8, Cole (Unrecorded), from “B-3” (Local Business District), “R-3” (Multifamily Residential District), and “R-MH” (Residential Mobile Home District) to “B-3” (Local

Business District), said request having been duly recommended for approval of “B-3” (Local Business District), for the property addressed as 1300 and 1314 N. 8th St., 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 7th day of December 2021, 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:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #21-28

Ord. #21-___



CASE#Z21-28:

“B-3”, “R-3”, & “R-MH” TO “B-5”

PH-21-067

November 30, 2021

Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

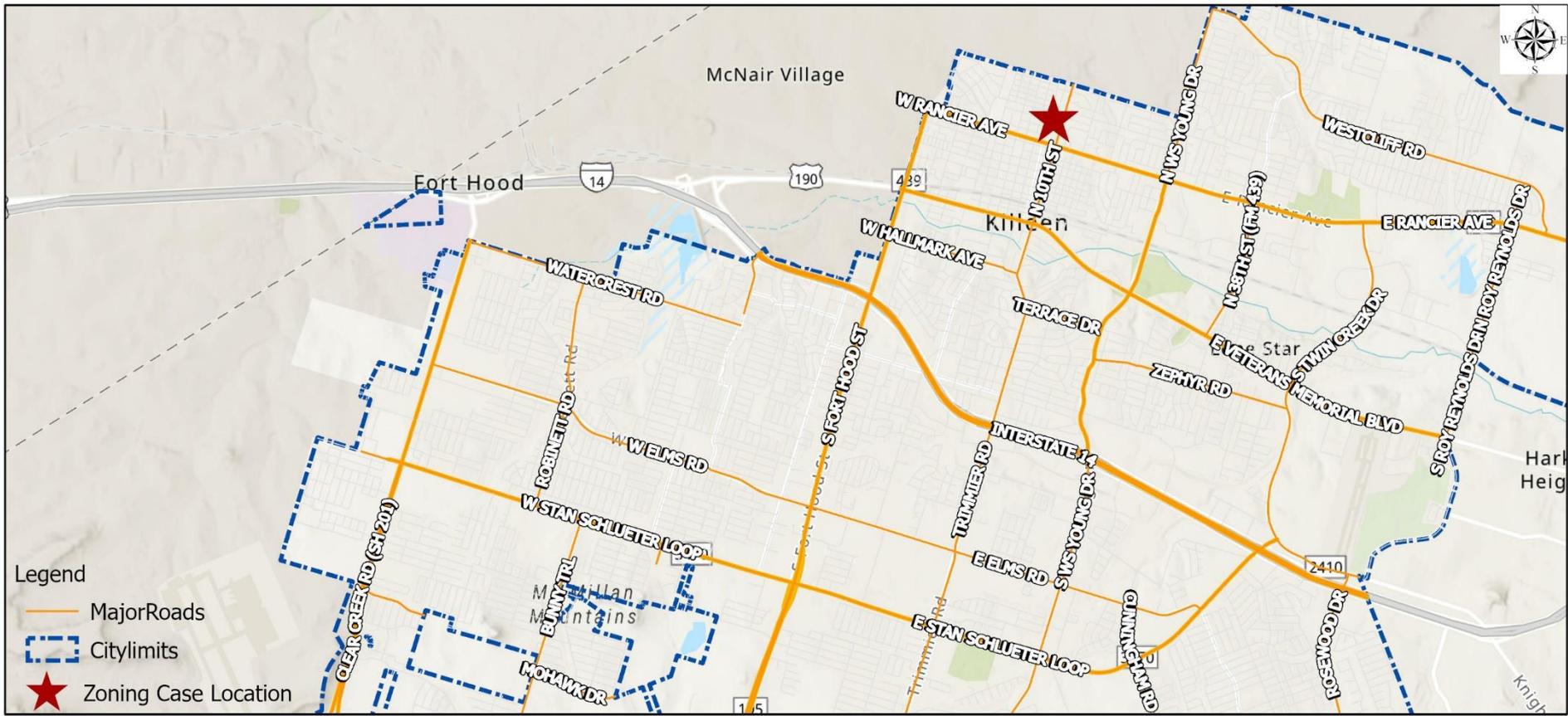
- ❑ **HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Fameco-Texas, LLC (**Case #Z21-28**) to rezone approximately 1.523 acres, being part of Lots 7 and 8, Cole Addition, from “B-3” (Local Business District), “R-3” (Multifamily Residential District), and “R-MH” (Residential Mobile Home District) to “B-5” (Business District).
- ❑ The property is addressed as 1300 and 1314 N. 8th St., Killeen, Texas.

Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

- The current use of the property is an existing non-conforming automotive repair and auto body business with an associated impound yard.
- If approved, the requested “B-5” (Business District) will bring the current use of the property into conformance with the zoning.
- The property has numerous code violations and a business operating without a certificate of occupancy which will need to be addressed regardless of zoning.

Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

- This property is designated as ‘Residential-Commercial Mix’ (RC-Mix) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘Residential-Commercial Mix’ (RC-Mix) designation encourages:
 - ▣ A mixture of residential types and densities; and
 - ▣ Variety of commercial and light industrial activities.
- Staff finds that the request for “B-5” (Business District) is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.



Attachment #2

Location Map

Council District: 1

Subject Property Legal Description: 1300 AND 1314 N 8TH ST.

Zoning Case 2021-28

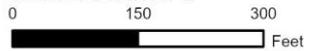
B-3, R-3, AND RMH TO B-5





Attachment #3

Council District: 1



Subject Property Legal Description: 1300 AND 1314 N 8TH ST.

Zoning Case 2021-28

B-3, R-3, AND RMH TO B-5

Legend

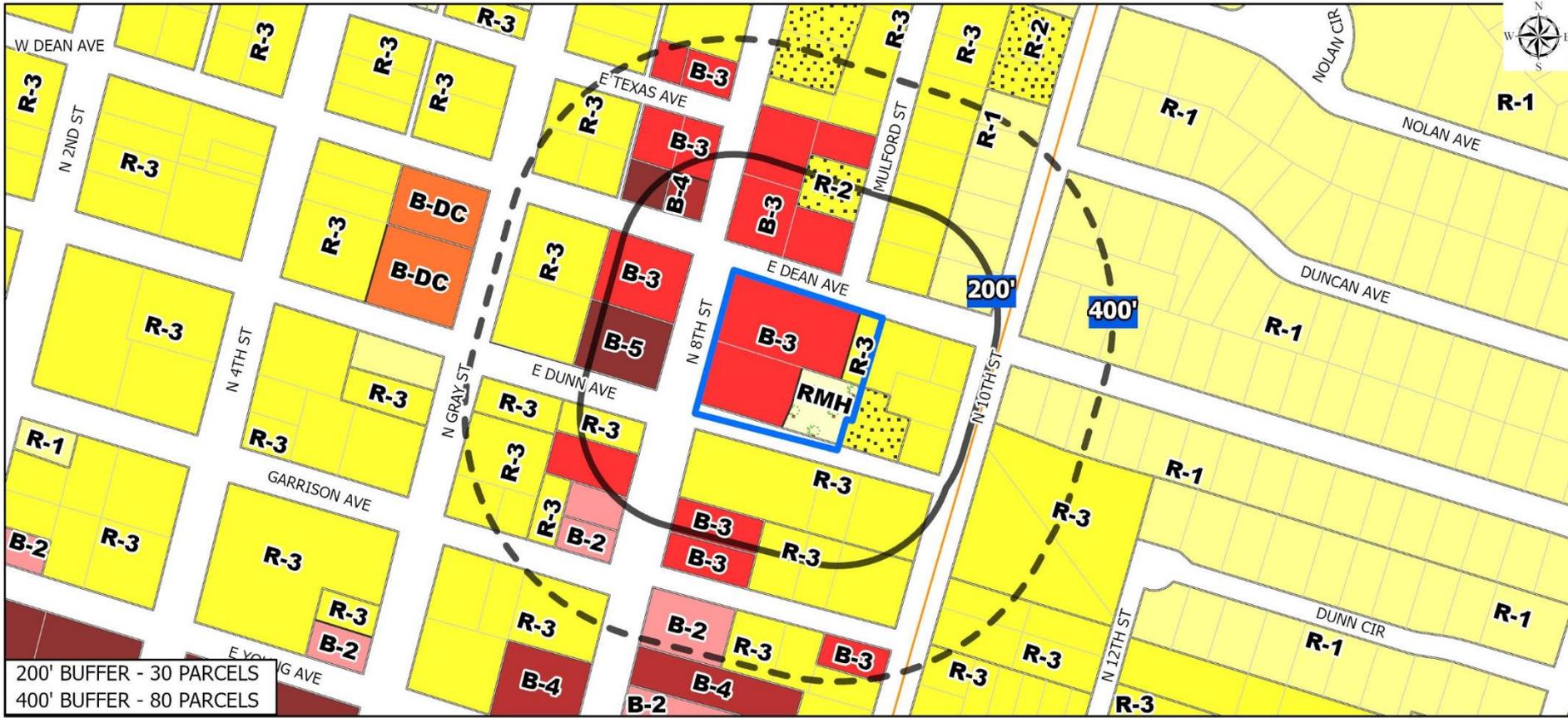
 Citylimits

 Zoning Case

Public Notification

7

- Staff notified sixty-three (63) surrounding property owners regarding this request.
- To date, staff has received no written responses regarding this request.

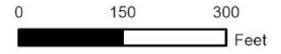


200' BUFFER - 30 PARCELS
 400' BUFFER - 80 PARCELS

Attachment #4
 Zoning Map
 Council District: 1
 Subject Property Legal Description: 1300 AND 1314 N 8TH ST.

Zoning Case 2021-28

B-3, R-3, AND RMH TO B-5



Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

- A Specific Use Permit (SUP) was approved for the property in 1996 (Ordinance No. 96-23) to allow an impound yard on property zoned “B-3” (Local Business District) for a period of three (3) years.
- A subsequent Specific Use Permit (SUP) was approved in 1999 (Ordinance No. 99-36) to allow an impound yard for a period of five (5) years, which expired in April 2004. No subsequent renewals of the Specific Use Permit were issued.
- The property was purchased by Fameco-Texas, LLC on February 28, 2018. Certificates of Occupancy were issued for auto repair and interior auto detailing in 2018.

Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

- This request was tabled by the Planning and Zoning Commission on September 20th pending an inspection by Code Enforcement and Environmental Services.

- Code Enforcement staff inspected the site on October 4th and issued Notices of Violation for the following:
 1. No Certificate of Occupancy for businesses;
 2. Care of premises (trash, junk, and discarded items);
 3. Zoning use violations; and
 4. International Property Maintenance Code (IPMC) violations for parking lot.

Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

- The “B-5” (Business District) permits impound yards, but no salvaging or dismantling is allowed on the premises, and the site must be properly screened.
- The “B-4” (Business District) permits auto repair uses, provided that junked vehicles are fully enclosed within a building.
- If “B-4” or “B-5” uses are approved businesses need to come into compliance with code enforcement issues, but the current uses are permitted.
- The “B-3” (Local Business District) does not permit any heavy automotive uses.
- If “B-3” is approved, the site would be out of compliance and current business would no longer be able to operate at the site.

Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

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View of the subject property from E. Dean Ave. (facing south):



Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

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View of the subject property from E. Dean Ave. (facing southwest):



Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

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View of the interior of the site:



Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

15

View of the interior of the site:



Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

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Adjacent property to the west on N. 8th St., zoned “B-5” (Business District):



Case#Z21-28: “B-3”, “R-3”, and “R-MH” to “B-5”

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Adjacent property to the east on E. Dean Ave. (facing south), zoned “R-3”:



Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
 - ❑ Disapprove the applicant's request for "B-5" (Business District);
 - ❑ Approve a more restrictive zoning district than requested by the applicant:
 - Approve "B-3" (Local Business District), as recommended by P&Z;
 - Approve "B-4" (Business District); or
 - ❑ Approve the applicant's request for "B-5" (Business District).

Commission Recommendation

- At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended that the subject property be rezoned to “**B-3**” (**Local Business District**) by a vote of 5 to 1 with Commissioner Gukeisen in opposition.
- Commissioner Gukeisen noted that none of the surrounding property owners objected to the request for "B-5" (Business District).